FARGO CITY COMMISSION AGENDA Monday, May 15, 2023 - 5:00 p.m.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene at 4:30 p.m. and retire into Executive Session for the purpose of attorney consultation regarding reasonably predictable litigation pertaining to enactment of HB 1340 and HB 1205, and further discussing the risks, strengths or weaknesses of an action of the public entity in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City of Fargo. Thus, an Executive Session for said matters is authorized pursuant to North Dakota Century Code §44-04-19.1 subsection 2.

Regular Meeting at 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, May 1, 2023).

CONSENT AGENDA - APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code Relating to the International Residential Code.
- 2nd reading and final adoption of an Ordinance Amending Section 25-1509.2 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Restrictions on Sale to Obviously Intoxicated Person and an Ordinance Amending Section 25-1512 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Licenses – Termination, Suspension, Revocation and Sanctions; 1st reading, 5/1/23.
- 2nd reading and final adoption of an Ordinance Amending Section 25-1501 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Definitions and an Ordinance Amending Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Licenses Classifications and an Ordinance Amending Section 25-1507 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to License Fees Seasonal Licenses; 1st reading, 5/1/23.
- 4. Settlement Agreement and Release with Citizens for a Clean Environment, LLC.
- 5. Receive and file Summons in the matter of Danial Ray Curtis vs. City Fargo, Fargo Building Inspector Shawn Ouradnik, Dr. Tim Mahoney and Fargo City Commissioners.

Page62 Applications for Games of Chance:

- a. Tri-City Storm Soccer Club for a raffle on 7/21/23.
- b. Elevate Rock School for a raffle on 7/29/23.
- c. Fargo Moorhead Derby Girls for a calendar raffle from 6/3/23 to 6/24/23.
- d. Provost Guard for a raffle on 9/14/23.
- e. United Way of Cass-Clay for a raffle board on 6/6/23.
- f. Family Wellness LLC for a raffle on 5/18/23.
- g. Bethany Retirement Living for a calendar raffle from 5/20/23 to 12/31/23.

7. Site Authorizations for Games of Chance:

- a. Roy Chandler Post 762 at the VFW Club.
- b. Fargo Post 2 Baseball Club at Herds and Horns.
- c. Fraser, Ltd. at Space Aliens.
- d. Fraser Ltd. at Golf Addiction.
- e. Metro Sports Foundation at Twin Peaks.
- f. Special Olympics North Dakota at Rooters Bar.
- g. Team Makers Club, Inc. at FARGODOME.
- h. Team Makers Club, Inc. at Sanford Health Athletic Complex Scheel's Arena.
- i. Team Makers Club, Inc. at King Pinz.
- j. Team Makers Club, Inc. at Lucky's 13 Pub.
- k. Team Makers Club, Inc. at Frank's Lounge.
- 8. Memorandum of Understanding for Storm Sewer Management with Cass County.
- 9. Contract Amendment No. 1 with Houston Engineering, Inc. in the amount of \$310,500.00 for Project No. NR-23-A0.
- 10. Bid advertisement for Project No. UN-23-B.
- 11. Addition of Improvement District No. PR-23-G1 to the 2023 CIP.
- 12. Memorandum of Offer to Landowner for Permanent Easement (Storm Sewer) with Lee Olsen and Edie Holcomb, Trustees of the Olsen and Holcomb Living Trust (Improvement District No. BN-23-C1).
- 13. Temporary Access Easements with JASL, LLC and 303 Broadway, LLC (Improvement District No. BR-23-C1).
- 14. Create Improvement District No. PR-23-G.
- 15. Create Improvement District No. UR-23-A.
- 16. Bid award to Master Construction Company, Inc. in the amount of \$2,506,678.00 for Improvement District No. BR-23-H1.
- 17. Bid award to FM Asphalt LLC in the amount of \$1,616,974.05 for Improvement District No. PN-23-A1.
- 18. Bid award to Opp Construction LLC in the amount of \$177,820.50 for Improvement District No. PN-23-C1.
- 19. Rejection of bids for Improvement District No. TN-23-A1.

- Page 0. Contract and bond with Key Contracting, Inc. in the amount of \$9,673,607.50 for Project No. NR-23-A2.
 - 21. Sole Source Procurement with Impact Security, LLC for ballistic protection at the Fargo Police Department (SSP23094).
 - 22. 60-day extension of FMLA leave for Fire Captain Keith Johnson.
 - 23. Change Order No. 1 for an increase of \$7,871.36 and a decrease of \$821.00 for the Fire Station No. 2 addition (AFB22182).
 - 24. Bid awards for Fire Station No. 8 Construction (ITB23050):
 - a. General construction contract to Ledgestone, Inc. in the amount of \$3,504.720.00.
 - b. Mechanical construction contract to Manning Mechanical, Inc. in the amount of \$1,247,500.00.
 - c. Electrical construction contract to Grotberg Electric, Inc. in the amount of \$591,000.00.
 - 25. Resolution Approving Plat of The District of Fargo Fifth Addition.
 - 26. Receive and file Bias Motivation and Hate Crime Report for April 2023.
 - 27. 2023 Mosquito Control Agreement City of Fargo and Cass County Government.
 - 28. Task Order Amendment No. 2 with Stantec in the amount of \$48,110.00 for Project No. SW22-01.
 - 29. ND Department of Transportation Amendment to Contract Nos. 38190973, 38190959, 38221258 and 38201125, for enhanced mobility of seniors and individuals with disabilities.
 - 30. Sewer Agreement, Memorandum of Sewer Agreement and Petition for Annexation with Renae Rohl for property located at 9302 25th Street South.
 - 31. Bid award to R&R Excavating, Inc. in the amount of \$2,114,031.00 for Project No. WA2254.
 - 32. Change Order No. 1 to Contract No. 1 (General Construction) in the amount of \$52,831.74 for Project No. WA2152.
 - 33. Extension to Water Tower Lease Agreement with New Cingular Wireless.
 - 34. Bills.

REGULAR AGENDA:

35. RESIDENT COMMENTS (<u>Fargo</u> 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 <u>FargoND.gov/VirtualCommission</u>).

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

36. **PUBLIC HEARING** – Petition for Annexation of property in the Northeast Quarter of Section 15, Township 140 North, Range 49 West containing 112.14 acres, more or less; continued from the 5/1/23 Regular Meeting.

- Page 4 a. 1st reading of annexation Ordinance.
 - 37. **PUBLIC HEARING** Dakota Commerce Center North Addition (4201 County Road 81 North and 5100 37th Street North); approval recommended by the Planning Commission on 8/2/22 and 10/4/22; continued from the 5/1/23 Regular Meeting:
 - a. Zoning Change from AG, Agricultural to LI, Limited Industrial.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Dakota Commerce Center North Addition.
 - 38. **PUBLIC HEARING** Application filed by Corvent Medical, Inc. for a property tax exemption for a project to be located at 400 45th Street South, Suite 400 which the applicant will use for the manufacturing of medical ventilators, warehousing ventilators and accessories used with ventilators; continued from the 5/1/23 Regular Meeting.
 - 39. Discussion regarding Outdoor Amplified Sound Permits.
 - 40. Recommendation to direct appropriate staff, led by the Engineering Department, to examine all possible solutions to street racing/speeding.
 - 41. Recommendation for appointment of the Assistant City Administrator.
 - 42. Appointments to the Civil Service Commission.
 - 43. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Scott Hoaby, 2307 26th Avenue South (5 year).
 - b. Kelly and Todd McComb, 2722 Lilac Lane North (5 year).
 - c. Kelly and Todd McComb, 2722 Lilac Lane North (5 year).
 - 44. Liaison Commissioner Assignment Updates.

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

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



ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 21.1-0102 OF ARTICLE 21.1-01 OF CHAPTER 21.1 OF THE FARGO MUNICIPAL CODE RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby amended to added the following:

* * * *

Appendix AF Radon Control Methods of the International Residential Code as adopted in Section 21.1-0101 of the Fargo Municipal Code is hereby deleted in its entirety.

Section 331 Radon Control Methods is hereby added to Chapter 3 of the International Residential Code as adopted in Section 21.1-0101 as follows:

ORDINANCE NO.

SECTION 331

RADON CONTROL METHODS

SECTION R331 SCOPE

R331.1 General. This section contains requirements for new construction in jurisdictions where radon-resistant construction is required.

SECTION R331.2 DEFINITIONS

R331.2.1 General. For the purpose of these requirements, the terms used shall be defined as follows:

DRAIN TILE LOOP. A continuous length of drain tile or perforated pipe extending around all or part of the internal or external perimeter of a basement or crawl space footing.

RADON GAS. A naturally occurring, chemically inert, radioactive gas that is not detectable by human senses. As a gas, it can move readily through particles of soil and rock, and can accumulate under the slabs and foundations of homes where it can easily enter into the living space through construction cracks and openings.

SOIL-GAS-RETARDER. A continuous membrane of 6-mil (0.15 mm) polyethylene or other equivalent material used to retard the flow of soil gases into a building.

SUBMEMBRANE DEPRESSURIZATION SYSTEM. A system designed to achieve lower submembrane air pressure relative to crawl space air pressure by use of a vent drawing air from beneath the soil-gas-retarder membrane.

SUBSLAB DEPRESSURIZATION SYSTEM (Active). A system designed to achieve lower subslab air pressure relative to indoor air pressure by use of a fan-powered vent drawing air from beneath the slab.

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ORDINANCE NO.	
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SUBSLAB DEPRESSURIZATION SYSTEM (Passive). A system designed to achieve lower subslab air pressure relative to indoor air pressure by use of a vent pipe routed through the conditioned space of a building and connecting the subslab area with outdoor air, thereby relying on the convective flow of air upward in the vent to draw air from beneath the slab.

SECTION R331.3 REQUIREMENTS

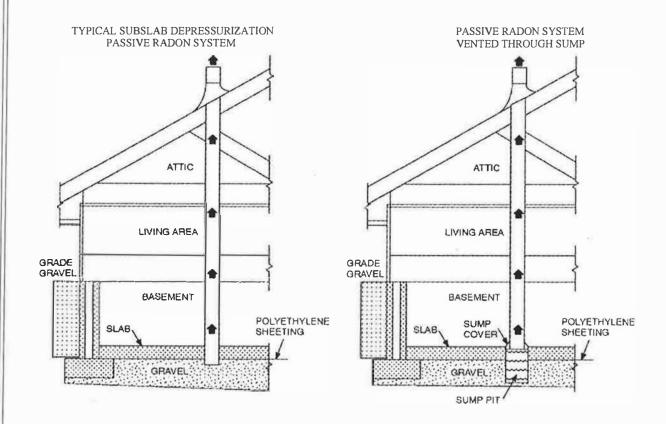
R331.3.1 General. The following construction techniques are intended to resist radon entry and prepare the building for post-construction radon mitigation, if necessary (see Figure R331.3.1). These techniques are required in areas where designated by the jurisdiction. All potential entry routes, including but not limited to joints, penetrations, gaps, cracks, and openings, shall be cleared of debris and sealed.

R331.3.2 Subfloor preparation. A layer of gas-permeable material shall be placed under all concrete slabs and other floor systems that directly contact the ground and are within the walls of the living spaces of the building, to facilitate future installation of a subslab depressurization system, if needed. The gas-permeable layer shall consist of one of the following:

- 1. A uniform layer of clean aggregate, not less than 4 inches (102 mm) thick. The aggregate shall consist of material that will pass through a 2-inch (51 mm) sieve and be retained by a 1/4-inch (6.4 mm) sieve.
- 2. A uniform layer of sand (native or fill), not less than 4 inches (102 mm) thick, overlain by a layer or strips of geotextile drainage matting designed to allow the lateral flow of soil gases.
- 3. Other materials, systems or floor designs with demonstrated capability to permit depressurization across the entire subfloor area.

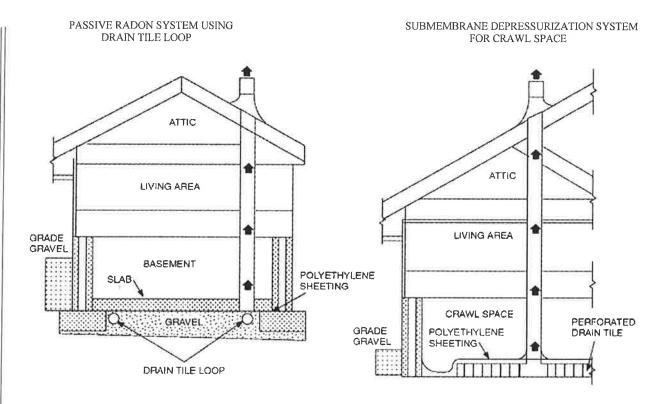
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FIGURE R331.3.1 RADON-RESISTANT CONSTRUCTION DETAILS FOR FOUR FOUNDATION TYPES



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R331.3.3 Passive submembrane depressurization system. In buildings with crawl space foundations, the following components of a passive submembrane depressurization system shall be installed during construction.

Exception: Buildings in which an approved mechanical crawl space ventilation system or other equivalent system is installed.

R331.3.3.1 Ventilation. Crawl spaces shall be provided with vents to the exterior of the building. The minimum net area of ventilation openings shall comply with Section R408.1.

R331.3.3.2 Soil-gas-retarder. The soil in crawl spaces shall be covered with a continuous layer of minimum 6-mil (0.15 mm) polyethylene soil-gas-retarder. The ground cover shall be lapped not less than 12 inches (305 mm) at joints and shall extend to all foundation walls enclosing the *crawl space* area.

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R331.3.3.3 Vent pipe. A plumbing tee or other approved connection shall be inserted horizontally beneath the sheeting and connected to a 3- or 4-inch-diameter (76 or 102 mm) fitting with a vertical vent pipe installed through the sheeting. The vent pipe shall be extended up through the building floors, and terminate not less than 12 inches (305 mm) above the roof in a location not less than 10 feet (3048 mm) away from any window or other opening into the conditioned spaces of the building that is less than 2 feet (610 mm) below the exhaust point, and 10 feet (3048 mm) from any window or other opening in adjoining or adjacent buildings.

R331.3.4 Passive subslab depressurization system. In basement or slab-on-grade buildings, the following components of a passive subslab depressurization system shall be installed during construction.

R331.3.4.1 Vent pipe. A minimum 3-inch-diameter (76 mm) ABS, PVC or equivalent gastight pipe shall be embedded vertically into the subslab aggregate or other permeable material before the slab is cast. A "T" fitting or equivalent method shall be used to ensure that the pipe opening remains within the subslab permeable material. Alternatively, the 3-inch (76 mm) pipe shall be inserted directly into an interior perimeter drain tile loop or through a sealed sump cover where the sump is exposed to the subslab aggregate or connected to it through a drainage system.

The pipe shall be extended up through the building floors, and terminate not less than 12 inches (305 mm) above the surface of the roof in a location not less than 10 feet (3048 mm) away from any window or other opening into the conditioned spaces of the building that is less than 2 feet (610 mm) below the exhaust point, and 10 feet (3048 mm) from any window or other opening in adjoining or adjacent buildings.

R331.3.4.2 Multiple vent pipes. In buildings where interior footings or other barriers separate the subslab aggregate or other gas-permeable material, each area shall be fitted with an individual vent pipe. Vent pipes shall connect to a single vent that terminates above the roof or each individual vent pipe shall terminate separately above the roof.

R331.4 Vent pipe drainage. Components of the radon vent pipe system shall be installed to provide positive drain-age to the ground beneath the slab or soil-gas-retarder.

ORDINANCE NO.	
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R331.5 Vent pipe accessibility. Radon vent pipes shall be accessible for future fan installation through an attic or other area outside the habitable space.

Exception: The radon vent pipe need not be accessible in an attic space where an approved roof-top electrical supply is provided for future use.

R331.6 Vent pipe identification. Exposed and visible interior radon vent pipes shall be identified with not less than one label on each floor and in accessible attics. The label shall read: "Radon Reduction System."

R331.7 Combination foundations. Combination basement/crawl space or slab-ongrade/crawl space foundations shall have separate radon vent pipes installed in each type of foundation area. Each radon vent pipe shall terminate above the roof or shall be connected to a single vent that terminates above the roof.

R331.8 Building depressurization. Joints in air ducts and plenums in unconditioned spaces shall meet the requirements of Section M1601. Thermal envelope air infiltration requirements shall comply with the energy conservation provisions in Chapter 11. Fire blocking shall meet the requirements contained in Section R302.11.

R331.9 Power source. To provide for future installation of an active submembrane or subslab depressurization system, an electrical circuit terminated in an approved box shall be installed during construction in the attic or other anticipated location of vent pipe fans. An electrical supply shall be accessible in anticipated locations of system failure alarms.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

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OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1	Section 4. Effective Date.
2	This ordinance shall be in full force and effect from and after its passage, approval and
3	publication.
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6	Dr. Timothy J. Mahoney, M.D., Mayor (SEAL)
7	Attest:
8	First Reading: Second Reading:
9	Steven Sprague, City Auditor Final Passage: Publication:
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AN ORDINANCE AMENDING SECTION 25-1509.2 OF ARTICLE 25-15
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
RELATING TO RESTRICTIONS ON SALE TO OBVIOUSLY INTOXICATED PERSON
AND

AN ORDINANCE AMENDING SECTION 25-1512 OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING TO LICENSES—TERMINATION, SUSPENSION, REVOCATION, AND SANCTIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1509.2 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

ORDINANCE NO.	
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Section 25-1509.2. - Restrictions on sale to obviously intoxicated or impaired persons.

No licensee, or partner, principal, agent, or employee of any licensee shall sell, serve, or furnish alcoholic beverages to, or allow possession and or consumption of alcoholic beverages on the licensed premises, by any person who is or has become intoxicated and/or impaired by alcohol or drugs incapacitated by the consumption of alcoholic beverages. A person may be considered to be obviously intoxicated or impaired when it can be plainly determined by appearance, conduct, and/or demeanor. The term "obviously intoxicated or impaired" shall mean that the person's obvious intoxication or impairment be reasonably discernible or evident to a person of ordinary experience." Such indicators of intoxication or impairment may include, but are not limited to, a combination of any of the following types of conditions:

- A. Problems with, balance, or inability to maintain, balance, i.e., stumbling, swaying, staggering gait, bumping into furniture while walking, falling against bar or off stool, resting head on bar;
- B. Ineffective muscular coordination, i.e., spilling and/or knocking over drinks, unable to pick up change and the like;
- C. <u>Delayed responses</u>, <u>rambling</u>, <u>D</u>—<u>disorientation</u>, and mental confusion—as to locations, date, names and the like;
- D. Strong smell of alcohol;
- E. Unusual or distorted speech, i.e., slurred, thick tongue, uncontrollable voice pitch, muttering, and the like;
- F. Bloodshot, watery, and/or glassy eyes, flushed face, and the like;
- G. Condition of clothes and hair, i.e., soiled clothing, urinated upon clothing, disheveled and the like;

- H. Unusual behavior, i.e., vomiting, profanity, <u>crying</u>, hiccups, fighting, loud, boisterous, obnoxious behavior, sleeping or unconscious-;
- Anxious, scratching, paranoia, dry mouth, or dilated pupils.

Violation of this ordinance may result in sanctions as prescribed in Section 25-1512(F)(H) and (I) hereinafter. Sanctions for a licensee selling, serving, or furnishing alcoholic beverages shall require a sale and a showing that the police officer observed and determined the person to be intoxicated. Sanctions for a licensee allowing the consumption of alcoholic beverages on the licensed premises shall require a showing that the police officer observed and determined the intoxicated person to be intoxicated on the licensed premises, as well as a showing that the intoxicated person was allowed to consume alcoholic beverages on the licensee's premises. Violations may be established with direct and indirect evidence.

If a licensee, partner, principal, agent or employee of any licensee shall contact law enforcement to report the presence of an obviously intoxicated patron or to obtain law enforcement assistance in removing an obviously intoxicated patron, a rebuttable presumption is created and sanctions shall not be imposed. This presumption may be overcome, however, by evidence that the licensee, partner, principal, agent or employee of any licensee did not contact law enforcement in good faith.

Section 2. Amendment.

Section 25-1512 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

* * * *

- F. Administrative penalties for violation of section 25-1509.2 regarding sale to an intoxicated person or person incapacitated by consumption of alcoholic beverages are as follows:
 - 1. First offense: Warning. There will also be mandatory server training refresher course within 30 days after the offense.

ORDINANCE NO.	
ORDINANCE NO.	

- 2. Second offense: \$1,000 monetary penalty, plus one day suspension of alcoholic beverage license to be determined by the liquor control committee. For Class "AB", "A" and "B" license holders, one day suspension of license (liquor sales only) with the date selected by licensee within thirty (30) days of either occurrence of the offense or final decision upon appeal. For all other classes of liquor licenses, two days suspension of liquor sales only with the dates selected by licensee within thirty (30) days of either occurrence of the offense or final decision on appeal.
- 3. Third offense: \$2,000 monetary penalty, plus a three-day suspension of alcoholic beverage license to be determined by liquor control committee. For Class "AB", "A" and "B" license holders, three days in one week suspension of liquor license (liquor sales only) on consecutive dates chosen by licensee requiring the business to be closed. For all other classes of liquor licenses, six consecutive days suspension of liquor sales only. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.
- 4. Fourth offense: \$2,000 monetary penalty, plus a four-day day suspension of alcoholic beverage license to be determined by liquor control committee. For Class "AB", "A" and "B" license holders, four days in one week suspension of liquor license (liquor sales only) on consecutive dates chosen by licensee requiring the business to be closed. For all other classes of liquor licenses, eight consecutive days suspension of liquor sales only. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.
- 5. Fifth offense: \$2,000 monetary penalty, plus a 10-day suspension, and a possible revocation of alcoholic beverage license to be determined by liquor control committee. For Class "AB", "A" and "B" license holders, ten days suspension of liquor license (liquor sales only) on consecutive dates chosen by licensee requiring the business to be closed. For all other classes of liquor licenses, twenty consecutive days suspension of liquor sales only. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.

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The level of offenses shall be determined by reference to a 18-month period from the first offense by licensee. By way of illustration, a second offense occurring more than 18-months after a first offense would then be deemed a first offense.

Any suspension of alcoholic beverage license provided for herein shall relate to liquor sales only so that food sales could, if applicable, continue on the licensed premises.

- GF. Administrative penalties for violation of section 25-1509.2 regarding allowing consumption of alcoholic beverages on the licensed premises by any intoxicated person are as follows:
 - 1. First offense: Warning. There will also be mandatory server training refresher course within 30 days after the offense.
 - 2. Second First offense: \$500 monetary administrative penalty.
 - 3. Third Second offense: \$1,000 monetary administrative penalty, plus a one-day suspension of alcoholic beverage license to be determined by liquor control eommittee board. For Class "AB", "A" and "B" license holders, one day suspension of license (liquor sales only) with the date selected by licensee within thirty (30) days of either occurrence of the offense or final decision upon appeal. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.
 - 4. Fourth Third offense: \$1,500 \$2,000 monetary administrative penalty, plus a two-day day suspension of alcoholic beverage license to be determined by liquor control committee board. For Class "AB", "A" and "B" license holders, two days in one week suspension of liquor license (liquor sales only) on consecutive dates chosen by licensee requiring the business to be closed. For all other classes of liquor licenses, four consecutive days suspension of liquor sales only. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.

ORDINANCE NO.	
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5. Fifth Fourth offense: Revocation. \$2,000 monetary penalty, plus a four-day suspension, and a possible revocation of alcoholic beverage license to be determined by liquor control committee. For Class "AB", "A" and "B" license holders, four days in one week suspension of liquor license (liquor sales only) on consecutive dates chosen by licensee requiring the business to be closed. For all other classes of liquor licenses, eight consecutive days suspension of liquor sales only. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.

Any suspension of alcoholic beverage license provided for herein shall relate to liquor sales only so that food sales could, if applicable, continue on the licensed premises.

The level of offense shall be determined by reference to an 18-month period from the first offense by licensee. A second offense occurring more than 18-months after a first offense would be deemed a first offense.

It is the intent of this ordinance that no multiple offenses shall be deemed to have occurred from a single incident. For example, on an officer contact with the licensed premises, if there should be two or more offenses involving intoxicated persons on the premises, the same will constitute one offense and not multiple offenses. Any subsequent officer contact with the establishment at a different time may constitute a separate offense.

Section 3. Penalty.

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

ORDINANCE NO. _____

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2	Section 4. Effective Date.
3	This ordinance shall be in full force and effect from and after its publication.
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5	Dr. Timothy J. Mahoney, Mayor
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7	Attest:
8	Storon Sunagra, City Anditon
9	Steven Sprague, City Auditor
10	First Reading: Second Reading:
11	Final Passage:
12	Publication
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AN ORDINANCE AMENDING SECTION 25-1501 OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE, RELATING TO DEFINITIONS;

AND

AN ORDINANCE AMENDING SECTION 25-1506 OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE, RELATING TO LICENSES – CLASSIFICATIONS;

AND

AN ORDINANCE AMENDING SECTION 25-1507 OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE, RELATING TO LICENSE – FEES – SEASONAL LICENSES

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

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

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

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

NOW, THEREFORE,

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

ORDINANCE NO. _____

1	Section 1. Ar	nendment.
2	Section	on 25-1501 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby
3	amended as follows:	
4	*	* * *
5	4	* * *
6	29.	"Wine bar" shall mean an establishment serving primarily on-sale wine and sparkling wine, with incidental on-sale beer, non-alcoholic beverages and food
7		sales, but does not include any sale of alcohol or off-sale wine, sparkling wine, or beer. Such establishment shall offer patrons wines by the glass, flight, bottle and
8		taste, and will allow for presentation of beverages at the table, as well as at the bar
9		A "wine bar" shall also be focused on education of wines from around the world may occasionally offer primarily acoustical live performances in the genre of jazz
10		blues, and classical music; and shall be a non-smoking.
11	<u>30.</u>	"Seasonal license" shall mean a period of time shorter than a year and tied to a specific activity or purpose.
12		
13	Section 2. Amendment.	
14	Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereb	
15	amended as fo	ollows:
16	*	* * *
17	L.	Class FA-GOLF. A Class "FA-GOLF" license shall authorize the licensee to sell "on-
18		sale" only, subject to the following restrictions and conditions:
19		1. A Class "FA-GOLF" licensee may sell alcoholic beverages as the food and
20		beverage concessionaire at a golf course which also holds a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal
21		
22		
23		2

ORDINANCE NO.	
---------------	--

Code and which derives a percentage (hereinafter stated) of its gross receipts from the sale of prepared meals and not alcoholic beverages. A recipient of "FA-GOLF" license must derive at least 25% of its gross receipts from the sale of prepared meals and food products and not alcoholic beverages during the months from April through October of each year when full golf course operations are open. During the remaining months of the year, said recipient must derive 50% or more of its gross receipts from the sale of prepared meals and not alcoholic beverages. It is the intention of this restriction that the purpose of a "FA-GOLF" license is to allow the sale of alcoholic beverages as an adjunct to the operation of the golf course and restaurant and not that of operating a full-time liquor establishment. Further, such licensee must be located at and serve a golf course of at least nine (9) or more holes. Said golf course must be USGA approved.

Section 3. Amendment.

Section 25-1507 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

* * * *

H. Class "F", <u>"FA-GOLF"</u>, "G", "H", "I", and "N" licenses may be issued as seasonal licenses for minimum periods of six months. Application for such licenses shall be made prior to June 30 each year and the application shall indicate the months in which the license is to be effective. Fees for such licenses shall be prorated to the nearest fractional month of the effective period and payment therefor shall accompany the application.

ORDINANCE NO. _____

	120
1	
2	Section 4. Effective Date.
3	This ordinance shall be in full force and effect from and after its passage, approval, and
4	
5	publication.
6	
7	Dr. Timothy J. Mahoney, Mayor
8	Attest:
9	
10	Steven Sprague, City Auditor
11	First Reading: Second Reading:
12	Final Passage:
13	Publication:
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	4



CITY ATTORNEY

Nancy J. Morris

SERKLAND LAW FIRM

10 Roberts Street North P.O. Box 6017 Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

lan R. McLean . Alissa R. Farol . William B. Wischer

May 11, 2023

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

Dear Commissioners,

Enclosed please find the draft settlement agreement with Citizens for a Clean Environment, LLC, which resolves the currently pending matter in North Dakota Federal Court. I am also enclosing the administrative consent agreement with the North Dakota Department of Environmental Quality which resolves the matter with our regulator. The City Attorney's Office is recommending the approval of both of these agreements.

Recommended motion: I move to approve the settlement agreement with Citizens for a Clean Environment, LLC and the administrative consent agreement with the North Dakota Department of Environmental Quality and authorize the Mayor to execute both agreements.

Sincerely,

Ian R. McLean

Jan R. Melean

IRMImw

Enclosures

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (Agreement) is made and entered into by and between Citizens for a Clean Environment, LLC, (CCE or Plaintiff) and the City of Fargo, North Dakota (Fargo or Defendant).

WHEREAS, CCE is a limited liability company organized under the laws of the State of Minnesota and formed for the purpose of advocating for clean waterways and air and the preservation of the country's natural resources;

WHEREAS, on September 28, 2022, in accordance with 33 U.S.C. § 1365(b)(1)(A), Plaintiff provided notice of intent to file suit under the Federal Clean Water Act (60-Day Notice) to the Administrator of the Environmental Protection Agency (EPA), the Regional Administrator of EPA, the Director of the North Dakota Department of Environmental Quality, and to Defendant, alleging that Defendant had discharged water on certain occasions in excess of effluent limitations in Defendant's Clean Water Act National Pollutant Discharge Elimination System ("NPDES") permit No. ND0022870 in violation of the Permit and the Clean Water Act;

WHEREAS, on March 30, 2023, Plaintiff filed a Complaint in the United States

District Court for the District of North Dakota (case no.:3:23-cv-00067-PDW-ARS)

alleging the Defendant violated the CWA;

WHEREAS, Defendant denies all allegations and claims contained in the 60-Day Notice and the Complaint and denies that it violated the Clean Water Act;

WHEREAS, Without admitting any allegations or any liability relating to the claims set forth in the 60-Day Notice or the Complaint, Defendant has communicated

information sufficient to satisfy Plaintiff that Defendant takes its responsibilities under the Clean Water Act very seriously; has appropriately responded to the allegations in the 60-Day Notice; recognizes the importance of continued attention to using, implementing, and improving ways, means and methods to prevent or reduce the discharge of pollutants in wastewater from the Facility; and

WHEREAS, to avoid the cost, expense, and risk of litigation and for the purpose of effecting a settlement the Settling Parties have agreed to resolve in full Plaintiff's claims in the 60-Day Notice and any claims related in any way to Defendant's alleged violations of the Clean Water Act, whether known or unknown, as of the date this Agreement is fully executed;

NOW, THEREFORE, the Parties agree to the following terms of settlement:

- A. Retention of Expert, Cooperation with NDDEQ, Litigation Fees And Costs
- 1. Retention of Expert: Defendant has or shall engage a qualified wastewater consultant to help ensure ongoing compliance with the Clean Water Act now and during the construction process associated with the anticipated upgrade to its water reclamation facility.
- 2. <u>Cooperation with NDDEQ</u>: Defendant shall cooperate with the North Dakota Department of Environmental Quality to help ensure ongoing compliance with the Clean Water Act now and during the construction process associated with the anticipated upgrade to its water reclamation facility.

3. <u>Plaintiff's Attorney's Fees</u>: To partially reimburse Plaintiff for its reasonable attorneys' fees incurred to date in connection with this matter and as and for Plaintiff's claims for future monitoring attorney fees, Defendant shall pay a total of Forty Thousand Dollars (\$40,000) to "Throndset Michenfelder Law Office LLC Trust Account". This payment shall be made on or before May 31, 2023.

B. Mutual Release of Liability, Stipulation for Dismissal, and Covenant
Not to Sue.

4. Plaintiff's Release of Claims: Plaintiff in its individual capacity, and on behalf of its officers, directors, members, parents, subsidiaries, affiliates and each of their successors and assigns, releases Defendant, its officers, directors, employees, members, parents, subsidiaries, affiliates, arms, successors or assigns, agents, attorneys and other representatives from, and waives (1) all claims against Defendant under the Clean Water Act up to and including the date Plaintiff executes this Agreement, to the fullest extent that any of the foregoing were or could have been asserted against Defendant, including (i) all claims for fees (including fees of attorneys, experts, and others), costs, expenses, or any other sum incurred or claimed or which could have been claimed for matters included in the 60-Day Notice, and (ii) any other violation or other claim under the Clean Water Act not identified in the 60-Day Notice and/or the Complaint; (2) any other statutory or common law claim up to and including the date this Agreement is executed by Plaintiff related to the 60-Day Notice; and (3) all other claims pertaining to alleged violations of the CWA by the Defendant at the Facility up to and including the date Plaintiff executes this Agreement.

- 5. <u>Stipulation for Dismissal</u>: Within five (5) days after payment of the funds described in section A.3 of this Agreement, the Parties agree to execute and file with the Court a Stipulation for Dismissal with Prejudice and Proposed Order in a form consistent with the Stipulation for Dismissal attached hereto as **Exhibit A.**
- 6. <u>Covenant Not to Sue</u>: In order to allow Defendant the opportunity to effectuate the measures set forth in paragraphs 1 and 2 of this Agreement, Plaintiff, covenants not to pursue any further claims against Defendant under the Clean Water Act or other federal state law for violations of Defendant's NPDES permit that did occur, or were alleged to have occurred, at anytime between the date this agreement is executed and January 1, 2026.
- 7. <u>Defendant's Release</u>: Defendant, on behalf of itself, its past and current agents, representatives, successors and/or assigns, hereby waives any and all claims against Plaintiff, its officers, directors, employees, members, parents, subsidiaries, affiliates, arms, successors or assigns, agents, attorneys and other representatives for any and all actions taken related to the 60-Day Notice up to and including the date this agreement is executed.

C. Miscellaneous Provisions

8. <u>No Admission of Liability</u>: Neither this Agreement nor any payment pursuant to the Agreement shall constitute or be construed as a finding, admission, or acknowledgement of any fact, law, rule, regulation, or legal conclusion. Defendant maintains and reserves all defenses it may have to any alleged violations that may be raised in the future by the EPA, NDDEQ, or any other individual or entity.

- 9. <u>Signatures</u>: The electronic signature of the Settling Parties on this Agreement shall be deemed binding and this agreement may be executed in counterparts, each of which shall be deemed an original and one and the same agreement.
- 10. <u>Authority to Sign</u>: The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective entities to the obligation set forth herein.
- 11. <u>Construction</u>: The language in all parts of this Agreement shall be construed according to its plain and ordinary meaning, except as to those terms defined in the Clean Water Act or specifically herein. The captions and paragraph headings used in this Agreement are for reference only and shall not affect the construction of this Agreement.
- 12. <u>Severability</u>: In the event that any provision, paragraph, section, or sentence of this Agreement is held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.
- 13. <u>Negotiated Agreement</u>: The Settling Parties have negotiated this Agreement, and agree that it shall not be construed against the party preparing it, but shall be construed as if the Settling Parties jointly prepared this Agreement, and any uncertainty and ambiguity shall not be interpreted against any one party.
- 14. <u>Modification of the Agreement</u>: This Agreement, and any provisions herein, may not be changed, waived, or discharged, or terminated unless by a written instrument, signed by each of the Settling Parties.

[See Separate Signature Pages]

CITIZENS FOR ENVIRONMENT, LLC

A CLEAN

By: Mark W Arendt

Mark W Arendt (May 4, 2023 14:35 CDT)

Title: Member/Chief Manager

Date: May 4, 2023

IN WITNESS WHEREOF, the City has caused this Agreement to be executed effective
as of the day and year first above written.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, City Auditor

BEFORE THE DEPARTMENT OF ENVIRONMENTAL QUALITY STATE OF NORTH DAKOTA

IN THE MATTER OF:	ADMINISTRATIVE CONSENT
	AGREEMENT
City of Fargo	
	Case No. 23-009 WPC

The North Dakota Department of Environmental Quality (Department), together with City of Fargo (Respondent), agree to settle this administrative action on the following terms:

PRELIMINARY STATEMENT

- 1. Department is the state agency responsible for administering and enforcing the state's water pollution control laws and rules, N.D.C.C. ch. 61-28 and N.D. Admin. Code art. 33.1-16, and has the authority to enter into this Administrative Consent Agreement under N.D.C.C. chs. 61-28 and 28-32.
- 2. Respondent is a city located in Cass County, North Dakota, which owns and operates a wastewater treatment facility, or Publicly Owned Treatment Works ("POTW") ("Facility") that treats municipal wastewater, located at 3400 North Broadway, Fargo, ND 58102.
- 3. The parties enter into this Agreement to avoid the expense of litigation and ensure prompt compliance with the state's environmental laws. This Agreement is in the public interest and has been chosen as the most appropriate means of resolving this matter.

STIPULATIONS & VIOLATIONS

4. Respondent does not dispute the findings in Department's Notice of Violation ("NOV") dated March 7, 2023, which is **Attachment A** to this Agreement and incorporated herein by reference. Respondent admits to the violations of N.D. Admin. Code ch. 33.1-16-01 and NDPDES Permit No. ND0022870 alleged in the NOV.

SETTLEMENT TERMS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions in this Agreement, and desiring to be legally bound, the Parties agree as follows:

5. Respondent agrees to pay an administrative penalty of Fifty-six Thousand Two Hundred Sixty-Six Dollars (\$56,266), Twenty-eight Thousand One Hundred Thirty-three Dollars (\$28,133), of which shall be suspended and may be ultimately dismissed according to the provisions of these Settlement Terms. The remaining Twenty-eight Thousand One Hundred Thirty-three Dollars (\$28,133) shall be due upon Respondent's execution of this Agreement. The following are acceptable payment methods:

- Check made payable to the North Dakota Department of Environmental Quality, which must reference Case No. 23-009, and be directed to the attention of L. David Glatt, Director, 4201 Normandy St, Bismarck ND 58503-1324.
- The use of a credit card or e:check/ACH payment by accessing the State's payment page at https://solidwaste.deq.nd.gov/deq/payments/ provided that Respondent understands that by clicking 'Enter Payment' Respondent agrees to this Agreement's terms, will promptly return the signed Agreement to Department, will pay the entire payment amount for the invoice selected, and authorizes Department to charge Respondent's designated payment method for the payment amount. An email has been sent to Respondent with further information on the use of credit card or e:check/ACH information. There are limitations on the amount that can run through the transaction as detailed in the email.
- If the payment required by this Agreement is not made, or if any negotiable instrument presented as payment is not honored, Department may file a civil action to collect the amount due under this Agreement, plus interest, attorney's fees, and costs. In any collection action, the validity, amount, and appropriateness of penalties is not subject to review.
- 6. Compliance Schedule. By **December 31, 2025**, Respondent shall complete, and provide documentation to Department that it has completed, improvements to the Facility in accordance with the plans and specifications previously approved by Department as follows:
 - a. Phase 2A of the facility improvements approved on August 22, 2018.
 - b. The central generation station approved on November 15, 2018.
 - c. Phase 2B of the facility improvements approved on April 2, 2020, or any subsequent modifications to Phase 2B as approved by Department.
- 7. Suspended Penalty. Department shall dismiss the suspended penalty if Respondent complies with the Compliance Schedule in Paragraph 6. Failure to complete the conditions of the Compliance Schedule in Paragraph 6 shall result in the suspended penalty becoming immediately due and payable. Upon notification from Department, Respondent shall immediately pay the suspended penalty according to the requirements of Paragraph 5. Payment of the suspended penalty does not relieve Respondent of its obligation to comply with the Compliance Schedule in Paragraph 6.
- 8. Extension. Department may grant an extension of any deadline in this Agreement upon a written and substantiated showing of good cause. All requests for extensions by Respondent must be made in writing to Department. Extensions are not effective until Respondent receives written approval from Department.
- 9. Force Majeure. Respondent shall perform all the requirements of this Agreement according to the time limits set forth herein and any extensions granted under Paragraph 8, unless performance is prevented or delayed by events which constitute a *force majeure*.
 - a. Force majeure, for the purposes of this Agreement, is defined as any event, arising from causes beyond the reasonable control of Respondent, its authorized representatives or contractors, which delays or prevents the performance of any

- obligation under this Agreement and which, by the exercise of due diligence, could not have been overcome or prevented by Respondent. Force majeure includes but is not limited to adverse weather, natural disaster, and delays caused by essential third parties such as construction contractors or equipment suppliers. Force majeure shall not include increased costs of performance of the terms and conditions of this Agreement, changed economic circumstances, or reasonably foreseeable seasonal fluctuations in the weather conditions of the region.
- b. If any event occurs which causes or may cause delays in complying with the terms of this Agreement, Respondent shall, within ten days of such delay or anticipated delay, whichever is earlier, notify Department in writing of the anticipated length and precise cause of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which Respondent intends to implement these measures. Any request for an extension of time must be made in writing. If Respondent fails to comply with any of the requirements of this paragraph for a particular event, Respondent shall be precluded from asserting any claim of force majeure for that event.
- c. If Department agrees that the delay or anticipated delay has been or will be caused by a force majeure, Department shall extend the time for performance hereunder for a reasonable time. In the event Department does not, in its reasonable judgment and opinion, agree that a delay in achieving compliance with the requirements of this Agreement has been or will be caused by a force majeure, Department will notify Respondent in writing of its decision and any delays in compliance shall not be excused. Respondent has the burden of proving that any delay is caused by a force majeure.
- 10. Reservation of Rights. Department reserves the right to enforce this Agreement and bring new enforcement action should Respondent fail to complete the Compliance Schedule required by this Agreement. Department also reserves the right to bring new enforcement action for any additional violations disclosed under this Agreement.
- 11. Permit Compliance. Respondent shall comply with the terms of NDPDES Permit No. ND0022870. Nothing in this Agreement is intended to modify the Permit's terms.
- 12. Termination. Within 30 days of completion of the Compliance Schedule in Paragraph 6, Respondent shall notify Department in writing that the requirements of this Agreement have been satisfied and request a Department issued letter stating all compliance requirements have been met and no further action is required under this Agreement. Respondent and Department may confer informally concerning the request and resolve any disagreement as to whether Respondent has satisfactorily complied with this Agreement's requirements. If Department agrees, such letter shall be issued within 60 days of Respondent's submittal of the request.

GENERAL TERMS

- 13. Respondent agrees that it was properly notified of the violations listed herein.
- 14. Respondent acknowledges that, regarding the violations listed herein, it is knowingly and voluntarily waiving the rights and procedures that would otherwise protect it and that it would have in any formal administrative adjudicatory proceeding or any civil action in a court of law, including the right to the filing of a notice of intent to file suit, to present

- evidence and witnesses on its behalf, to cross-examine Department's witnesses, to a jury trial, and to administrative and judicial review.
- 15. Respondent agrees that an administrative order may be entered incorporating this Agreement's terms and agrees that such an order may be enforced by a court of competent jurisdiction. Respondent agrees that it will not contest Department's jurisdiction to compel compliance with such an order in any subsequent enforcement proceedings. Nothing herein shall be construed as limiting Department's right to seek penalties for violations of such an order.
- 16. Any judicial action brought by either party to enforce or adjudicate any of this Agreement's terms, or an order incorporating this Agreement's terms, shall be brought in the Burleigh County Court in the State of North Dakota (South Central Judicial District).
- 17. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Agreement did not contain that term.
- 18. This Agreement shall constitute full settlement of the violations listed herein but does not limit Department from taking enforcement action concerning other violations.
- 19. No failure by Department to enforce any of this Agreement's terms after any breach or default will be deemed as a waiver of its rights regarding that breach or default, nor will such failures be construed as a waiver of the right to enforce all of this Agreement's terms on any further breach or default.
- 20. This Agreement constitutes the entire agreement between the parties. Except as otherwise provided in this Agreement, no amendment, alteration, or addition to this Agreement shall be binding unless reduced to writing and signed by both parties.
- 21. This Agreement shall apply to, and be binding on, the parties, their officers, agents, servants, employees, successors, and assigns.
- 22. No change in ownership of any property, or in Respondent's corporate status, shall in any way alter Respondent's obligations and responsibilities under this Agreement.
- 23. Each party shall bear its own costs incurred in this action, including attorney fees.
- 24. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Paragraph 6 is restitution or required to come into compliance with law.
- 25. This Agreement becomes effective when signed by both parties.
- 26. Respondent enters into this Agreement freely and voluntarily. Respondent discussed this Agreement with its attorney.

this day of
Seal)

City of Fargo

By:	Date
STATE OF) ss. COUNTY OF)	
The foregoing instrument was acknowledged 2023, by, Mayor of the	
Notary Public My Commission Expires:	(Seal)



Nancy J. Morris

OFFICE OF THE CITY ATTORNE

SERKLAND LAW FIRM

10 Roberts Street North P.O. Box 6017 Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237,4049

ASSISTANT CITY ATTORNEYS

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

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

RE: Danial Ray Curtis vs. City of Fargo, Fargo Building Inspector, Inspections Director Shawn Ouradnik, Mayor Dr. Tim Mahoney, and all Fargo City Commissioners

May 11, 2023

Dear Commissioners,

Please find attached for receive and file a Summons and Complaint commenced in Federal court by Danial Ray Curtis vs. City of Fargo, Fargo Building Inspector, Inspections Director Shawn Ouradnik, Mayor Dr. Timothy Mahoney, and all Fargo City Commissioners. Daniel L. Gaustad has been retained as counsel by the North Dakota Insurance Reserve Fund to represent the City, Fargo Police Department and Fargo Building Inspector, named defendants.

SUGGESTED MOTION: I move to receive and file the action Danial Ray Curtis vs. City of Fargo, Fargo Building Inspector, Inspections Director Shawn Ouradnik, Mayor Dr. Tim Mahoney, and all Fargo City Commissioners

Please feel free to contact me if you have any questions or concerns.

Regards,

Nancy J. Morris

NJM/lmw

Local AO 440 (Rev. 01/23) Summons in a Civil Action

United States District Court

for the

ž.	District of North Dakota	
Danial Ray Curtis		
)	
Plaintiff)	
V,) Civil Action N	o. 3:23-ev-00064
City of Fargo, Fargo Building Inspector, Shaw Ouradnik, Dr. Tim Mahoney and Fargo City Commissioners)))	
)	1 1
Defendant		

SUMMONS IN A CIVIL ACTION

To: Above Named Defendant(s)

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Danial Ray Curtis (Pro Se) 924 5th Street South Fargo, ND 58103

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date:

April 24, 2023



KARI M. KNUDSON, CLERK OF COURT

s Shantel Jagol, Deputy Clerk

Signature of Clerk or Deputy Clerk

Local AO 440 (Rev. 6/11) Summons in a Civil Action (Page 2)

Civil Action No. 3:23-cv-00064

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

	This summons for (na	me of individual and title, if any)		
was ro	eceived by me on (date)			
	☐ I personally served	the summons on the individual a	l (place)	
	attended they want the last beautiful beautiful		on (date)	; or
	☐ I left the summons	at the individual's residence or us	sual place of abode with (name)
		, a person o	suitable age and discretion v	vho resides there.
	on (date)	, and mailed a copy to the	ne individual's last known add	dress; or
	☐ I served the summo	ons on (name of individual)		, who is
	designated by law to a	accept service of process on behal	f of (name of organization)	
			On (date)	; or
	☐ I returned the summ	nons unexecuted because		; or
	Other (specify):			
	My fees are \$	for travel and \$	for services, for a tot	al of\$
	I declare under penalty	γ of perjury that this information is	s true.	
Date:		***	Server's signature	
			Printed name and title	
			Server's address	

Additional information regarding attempted service, etc:

******Please be advised that the use of these forms may not be proper for your specific legal situation ******

*****Please make an independent determination whether use of these forms is appropriate****

UNITED STATES DISTRICT COURT DISTRICT OF NORTH DAKOTA

Danial Ray Curtis Shane Michael Curtis	\$\times \times \
(Enter full name of each Plaintiff, above)	§
Vs. Lity of Fargo Including Foirgo Police Department Fourgo Building Inspector	S Civil Case No. S (To be assigned by Clerk of Court) S JURY TRIAL DEMANDED Yes No S (Check one) S
(Enter full name of each Defendant, above)	§

COMPLAINT

I. JURISDICTION. State the grounds for filing this case in Federal Court (include federal statutes or U.S. Constitutional provisions).

Wrongful Siezene and properly rights infingement.

Sy years was invaded by the fargo Palice Dept 35 years was invaded by the fargo Palice Dept on a damage! That they occurred they took photo's of olarnage! That they occurred they took photo's of olarnage! That they occurred they took photo's of olarnage! That they occurred they have paid about the same needed of one of building same and been demaked and all of our personal belonging, as well as building national all of our personal belonging, as well as building national for building permet which was completely regional Rother. I am being billed almost \$70,000.

II. PLAINTIFF. For each Plaintiff list: name and address including City, County and State.

Danial Ray Cursis- 924 5th Street South Fargo, Cass, North Dakota

Shane Michael Curtis 924 5th street South Fargo, Cass, North Dakota

III. DEFENDANT. For each Defendant list: name and address including City, County and State.

Fargo Police Department 105 25th Greet North

Fargo, Cass, North Dakota including Shawn Ourwhik,

Fargo, Cass, North Dakota including Shawn Ourwhik,

Fargo, Cass, North Dakota

Fargo, Cass, North Dakota

All Fargo City Commissioners 225 4th Shreet North

Fargo, Cass, North Dakota

Fargo, Cass, North Dakota

IV. CLAIM. State the facts of your claim. Include the name of each person involved, dates and places. Be as specific as possible. Do not give any legal argument or cite any cases or statutes. Use additional sheets of paper if necessary. On July 2th 2022 my chouse was raided by the Fargo police depairment. They wald flash bombs to subduce the occupents. This caused black marks on walk out floors, which they clather claimed for be "burns from out floors, which they clather claimed for be "burns from fourty electric in my home. They also van sacked alle 3 fourty electric in my home. They also van sacked alle 3 found dend have never found in my home. Following this or fence was innected around my home blocking this or fence was innected around my home blocking this or fence was innected around my home blocking this or fence was innected around.
Sound and have here tound innered my home biblion
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this or Cence was innested around I had entrance and a condemned sign was a home. I had applied for and had a legal building permit dolled who stay in Do to this building permit. I was allowed to stay in my home to do construction on the of items to fix my wasting howe. I was given a list of items to fix my wasting howe. I was given a list of items to fix in my howe, which I did all as requested, except in my howe, which I did all as requested, except in my howe, which I did all as remoted during
applied for and had a legal builded allowed to stay in
De to this building perint to a 16 x20 additions
uny home to do congration all it of items to fix
my existing howe. I was full a on an according to
in my house, which I are the sound of the
a ste of stours that would be remoted during a ste of stours that would be remoted during the Construction (Why do it twice?) I had purchased the
Construction (Why do H twile) I real for the
Construction of the duty duty the hole and had the plumbing v. ADMINISTRATIVE PROCEDURES. If applicable, state whether your claim was heard by
V. ADMINISTRATIVE PROCEDURES. If applicable, state whether your claim was heard by
any administrative agencies; the type of proceedings, the date that place of any proceedings,
outcome of any administrative proceedings.
1 which the cast
outcome of any administrative proceedings. Muncipal Court, Favgo ND 1-5-2023-continuance of preceedings and on 2-1-2023 Transferred to Cass County District Court where I was auraigned on
and a sold of the
2-27-2023 and been set for 6-7-2023.

SAMPLE COMPLAINT

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for my son, Shane, I ha	
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Signed this 3 nd day of March 2	023
Dad alis	Shane Cartis
Signature of Plainting	Signature of Plaintiff
Danial Curtis	Shane Curtis
Printed Name of Plaintiff	Printed Name of Plaintiff POX 1043
HO 11043 Mailing Address	Mailing Address
Faran ND 58106	Fargo ND 58106
City, State, Eip Code	City, State, Zip Code
701-781-3782	70(-781-3782 Telephone Number of Plaintiff
Telephone Number of Plaintiff	·

SAMPLE COMPLAINT

Case 3:23-cv-00064-ARS Document 6-1 Filed 03/27/23 Page 1 of 1

Skip to Main Content Logou	I Family: & Probate Case Rec	Search Location :	East Central District Help
Search By: Party Exact Na Date	ime: on Party Search Mode: Name Last Name:	Filed/Location/Judicial	
Case Number	Style	Officer	Type/Status
99-94-C-00071	STATE OF NORTH DAKOTA VS. DANIAL R CURTIS	01/24/1994 Cass County Dawson, Georgia	Contract / Collection Closed
09-96-C-02753 09-05-S-00341	DAKOTA RIGGERS & TOOL SUPPLY INC. VS. DANIAL CURTIS RANDI WEISSER VS. DANIAL RAY CURTIS	10/07/1996 — Cass County Cleveland, Constance 04/15/2005 — Cass County	Foreign Judgment Closed Small Claims Closed
<u>09-06-K-01876</u> 09-07-K-00455 <u>a</u>	WEST FARGO CITY TRANSFER VS. DANIAL RAY CURTIS State of North Dakota vs. Danial Ray Curtis	05/16/2006 Cass County Dawson, Georgia 03/31/2010 Cass County	Criminal Money Judgment Closed Criminal Money Judgment Closed
09-2011-CV-03180 09-2013-CV-03555	Danial R Curtis vs. Office of County Auditor Janell Sue Walz vs. Danial Ray Curtis	09/29/2011 - Cass County Cleveland, Constance 12/20/2013 - Cass County Stiel, Stephannie	Foreclosure Closed Restraining Order Closed
<u>09-2019-CV-00813</u> 09-2021-DM-01102	City of Fargo vs. Danial Curtis Danial Ray Curtis vs. Leslie Jean Curtis	O3/07/2019 Cass County Cleveland, Constance 10/14/2021 Cass County	Other Civil Closed Divorce Closed

Irby, John C

Case 3:23-cv-00064-ARS Document 6-2 Filed 03/27/23 Page 1 of 4

				of Actions		
			Case No. 09-2	2019-CV-00813		
City of Farg	jo vs. Daniai Curtis	5		§ § § § Supreme Co	Date Filed: Location:	Other Civil 03/07/2019 — Cass County Cleveland, Constance 20220302
			Party In	FORMATION		
			a 1000 b 641			Attorneys
Defendant	Curtis, Danial Fargo, ND 5810	03				Pro Se
Paintiff	City of Fargo Fargo, ND 5810	02				Alissa Rac Farol <i>Rotained</i> 701-232-8957 x0000(W)
						lan Ronald McLean <i>Retained</i> 701-232-8957 x0000(W)
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		Entered (Judicial Offic	Events & Orde er: Marquart, Sloven L.			
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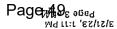
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10/01/2019 Scheduling Conference (1:30 PM) (Judicial Officer Marquart, Steven L.)
               No Record Today
             Result: Hearing Ended
                      Index#18
 10/01/2019 Order
              Rule 16 Order
             Notice
                       Index #19
 10/02/2019
              of Trial w/Pretrial Order
 10/02/2019 Service Document
                                   Index # 20
              Affidavlt of Service_Danial Curtis_09-2019-CV-00813_10-02-2019
 11/01/2019 Notice
                     index#21
              Notice of Appearance
 11/01/2019 Service Document
                                  Index # 22
             Affidavit of Service (Danial Curtis)
                      Index # 23
 12/04/2019 Notice
             Plaintiff's Triel Exhibit List_09-2019-CV-00813_12-04-2019
                                  Index # 24
 12/04/2019 Service Document
             Affidavit of Service_Exhibit List_09-2019-CV-00813_12-04-2019
 12/06/2019 Court Trial (1:30 PM) (Judicial Officer Marquari, Steven L.)
              One-Half (1/2) Day (Dit did not appear) 09cmjcr304191206
            Result: Hearing Ended
 12/09/2019 Exhibit Index # 25
             - Exhibit 1 - Vehicle Removal Notice Dated 12-6-17 - Offered and Received
                      Index#26
12/09/2019 Exhibit
             - Exhibit 2 - Junk Removal Notice Dated 12-6-17 - Offered and Received
12/09/2019 Exhibit
                      Index#27
             - Exhibit 11 - Vehicle Removal Notice Dated 11-23-18 - Offered and Received
12/09/2019 Exhibit
                     Index # 28
             - Exhibit 12 - Junk Removal Notice Dated 11-23-18 - Offered and Received
                     Index # 29
12/09/2019
           Exhibit
             - Exhibit 25 - Pictures from Inspection dated 11-27-19 - Offered and Received
12/09/2019
           Exhibit
                     ndex#30
             - Exhibit 26 - Pictures from Inspection dated 11-27-19 - Offered and Received
12/09/2019 Exhibit
                      Index#31
             - Exhibit 27 - Pictures from Inspection dated 11-27-19 - Offered and Received
                     Index#32
12/09/2019 Exhibit
             - Exhibit 29 - Pictures from Inspection dated 11-27-19 - Offered and Received
                      Index#33
12/09/2019 Exhibit
             - Exhibit 30 - Pictures from Inspection dated 11-27-19 - Offered and Received
                      Index#34
12/09/2019 Exhibit
             - Exhibit 31 - Pictures from Inspection dated 11-27-19 - Offered and Received
12/09/2019 Exhibit
                      Index#35
             - Exhibit 32 - Pictures from Inspection dated 11-27-19 - Offered and Received
12/09/2019 Exhibit
                      Indox#36

    Exhibit 33 - Pictures from Inspection dated 11-27-19 - Offerod and Received

12/09/2019 Exhibit
                      Index#37
             - Exhibit 34 - Pictures from Inspection dated 11-27-19 - Offered and Received
12/09/2019 Exhibit
                      index #38
             - Exhibit 35 - Pictures from Inspection dated 11-27-19 - Offered and Received
12/09/2019 Exhibit
                      Index #39
             - Exhibit 37 - Pictures from Inspection dated 11-27-19 - Offered and Recoived
12/09/2019 Exhibit
                     Index#40

    Exhibit 38 - Pictures from Inspection dated 11-27-19 - Offered and Received

12/09/2019 Exhibit
                     Index#41
             - Exhibit 40 - Pictures from Inspection dated 11-27-19 - Offered and Received
12/09/2019 Exhibit
                     Index#42
             - Exhibit 41 - Pictures from Inspection dated 11-27-19 - Offered and Received
12/09/2019 Exhibit
                      Index#43
             - Exhibit 42 - Pictures from Inspection dated 11-27-19 - Offered and Received
12/17/2019 Proposed Order
                               Index # 44
             (Proposed) Order (McLean)
                                  Indox#45
12/17/2019 Sarvice Document
            Affidavit of Service (Curtis)
                    Index#46
12/18/2019 Order
             - Order
12/18/2019 Service Document
                                  Index # 47
            Affidavit of Service (Order) (Curtis)
08/02/2022 Motion
             Ex Parte Motion to Remove Persons From Property Determined an Imminent Danger and Enforcement of Continuing Order of Abetement
                      Index # 48
                       Index # 49
           Affidavit
08/02/2022
            Affidavit of Shawn Ouradnik
08/02/2022 Exhibit
                     Index # 50
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TYNANCIAL INFORMATION

Amended Order of Dismissal 12/09/2022 Supreme Court Judgment/Opinion h8 # xəbni lassimaid to rebio 12/09/2022 Supreme Court Judgment/Opinion Index #83 11/14/2022 Clerk's Certificate on Appeal Index # 82 Unsworn Declaration of Service 10/18/2022 Service Document Index #81 Notice of Filing Notice of Appeal 10/18/2022 Motice of Filing the Motice of Appeal 08 # xobril - Exhibit - Photos Park # 79 10/13/2022 Exhibit - Exhibit - Photos 87 # xəbril 10/13/2022 Exhibit - Exhibit - Photos TT # xobni 10/13/2022 Exhibit - Exhibit - Photos 97 # xəbri 10/13/2022 EXPIPIE - Exhibit - Photos 176 # 75 Index 10/13/2022 Exhibit - Exhibit - Photos **½** # xəpu[10/13/2022 Exhibit - Exhibit - Photos Index # 73 10/13/2022 Exhibit - Exhibit - Photos Index # 72 10/13/2022 Exhibit - Exhibit - Photos 10/13/2022 EXPIDIT Index # 71 - Expipit - Pholos 10/13/2022 Exhibit Indox # 70 - Exhibit - Photos 10/13/2022 Exhibit 69 # Xəpul - Forwarded to the Clerk of Supreme Court on 10-13-2022 10/13/2022 Notice of Appeal Misfled With District Court. ludex # 68 - Notice of Appeal 10/13/2022 Notice Tadex # 67 08/02/2022 Order 99 # xəpul (Proposed) Order - N. Morris 19b1O basedo14 SS0S(S0)80 Index # 65 Exhibit 15 (photo) 08/05/5052 Exhibit Index # 64 Exhibit 14 (notice of dangerous building) 08/05/2022 Exhibit Index # 63 Exhibit 13 (photo) 08/05/2022 Exhibit Index # 62 Exhibit 12 (photo) Fe # Xobri 08/05/5052 Exhibit Exhibit 11 (photo) 08/02/2022 Exhibit Index # 60 Exhibit 10 (photo) 08/05/2022 EXPIPIT luqex # 29 Exhibit 9 (photo) 08/05/5055 Expipie judox # 58 Exhibit 8 (photo) 13 # xopul 08/05/2022 Exhibit Exhibit 7 (photo) 08/05/5055 Exhibit Index # 56 Exhibit 6 (photo) 1119ex # 22 08/05/2022 Exhibit (olodq) & Hdidx3 ludex # 54 08/02/2022 Exhibit Exhibit 4 (photo) 10qex # 23 08/05/5055 Exhibit Exhibit 3 (photo) fridex # 52 08/05/2022 Exhibit Exhibit 2 (photo) re # xobri 08/05/2022 Exhibit Exhibit 1 (photo)

Case 3:23-cv-00064-ARS Document 6-2 Filed 03/27/23 Page 4 of 4

	Defendant Curlis, Danial Total Financial Assessmer Total Payments and Credi Balance Due as of 03/21/	ts		50	.00, 00, 00.
04/10/2019 04/10/2019	Transaction Assessment Waived	,		50. (50.	.00 (00
	Plaintiff City of Fargo Total Financial Assessmen Total Payments and Credit Balance Due as of 03/21/	s		80. 80. 0.	-
	Transaction Assessment E-File Payment	Recelpt# 09-2019-4037	City of Fargo	80.0 (80.0	

Case 3:23-cv-00064-ARS Document 6-3 Filed 03/27/23 Page 1 of 2

CASS COUNTY NORTH DAKOTA NORTH DAKOTA

A Motion to be heard, and a date set, a full investigation of criminal wrongdoing by the City of Fargo and Fargo Building Inspector – Shawn Ourdanik – to be conducted by an impartial party, and compensation for housing and future housing, as this left me homeless and undue hardship, and slandered by name, reputation, and sovereignty.

Danial Ray Curtis

Plaintiff

-VS-

City of Fargo and All Commissioners, Mayor Dr. Tim Mahoney, Fargo City Inspections Department - Shawn Ourdanik, Attorney Stormy Vickers, Attorney Eric Koppy, Fargo Police Department, and Attorney Joe Johnson, Serkland Law Office - Attorney Nancy Morse, Brad and Natalie Berger 920 5th Street South, Fargo, ND 09-2019-CV-00813

Defendant

AFFIDAVIT

I, Danial R Curtis, of Fargo ND, in Cass, North Dakota, MAKE OATH AND SAY THAT:

- 1. The aforementioned case was closed on March 7, 2019.
- 2. From April 25-June 27, 2022 the city granted me 18 dumpsters to clean up my property.
- 3. I had a legal building permit dated June 6, 2022.
- June 15, 2022 I was arrested after an investor gave me a check for \$10,000, which I later discovered
 was an uncover informant for the police department. This person wanted to rent my new addition
 basement.
- 5. July 24, 2022 there was a backup in my home, which warranted a call to A1 Plumbing on July 25, 2022 to clear the problem. They inspected the pipes and all was deemed clear. The building site was approved by the city.

Case 3:23-cv-00064-ARS Document 6-3 Filed 03/27/23 Page 2 of 2

- 6. July 26, 2022 the house was raided by the Fargo Police Department. No one who resided in the home was found with drugs. I was told, I could stay in my home as long as I was working on it.
- 7. On July 28, 2022 I appealed the condemnation of my house to Cass County and the Building Inspector, which was denied.
- 8. August 19, 2022 Dakota Fence erected a perimeter around my house and garage. August 22, 2022 Top Gun Plumbing installed the new sewer which was approved by the city.
- 9. August 24, 2022 I called the City Inspector Shawn Ourdanik to come back and inspect the repairs that had been made. He refused to come back.
- 10. November 8, 2022 I received an email stating that my newly requested building permit for the existing house, had been approved. I was led to believe that I needed additional permits for electrical which I later discovered was not the case. I went to the inspections department to get and pay for my new permit, and at that time I was told it was a mistake, and that they were not going to give it to me after all.
- 11. January 4, 2023 Police again raided the house and removed all workers. I was later informed that I was to be at a meeting that day concerning my home. How could I have attended that meeting when I was incarcerated?
- 12. In discovery, I read that all of this occurred due to the fact that the Fargo Inspections Department had attached new pictures to an old closed case from 2019. This case had been satisfied and was signed off on by a Cass County Judge. I was not aware that all of that had occurred until after the fact.
- 13. The fact is that the courts knowing did this to me even though I have a disability. This is theft by deception, fraud and forgery as well as trespassing and destruction of my home and all of its contents.

STATE OF NORTH DAKOTA

COUNTY OF CASS

SUBSCRIBED AND SWORN TO BEFORE ME, on the Z4th day of March

(Seal)

Signature MML
NOTARY PUBLIC

My Commission expires: OCF 14, 2025

MARLENE CERVANTES Notary Public State of North Dakota My Commission Expires Oct 14, 2025

IN THE SUPREME COURT STATE OF NORTH DAKOTA

Danial Ray Curtis, Plaintiff 924 5th Street South Fargo, ND 58103	Supreme Court No. 20220302
Defendants - City of Fargo Commissioners,) Inspections Department, Shawn Ouradnik,) Fargo Police Department, Mayor Dr. Tim Mahoney, Attorney Eric Koppy, Attorney Stormy Vickers, and Serkland Law	DECLARATION OF SERVICE
The person serving court documents by mail states:	
1. List of Court Documents Served (write the title	of each document served):
Information sheet from Pro SE Litigants Emails between the Plaintiff and the North Dakota Letter dated September 17, 2022 Original Appeal Notification dated July 28, 2022 d A record of past Civil Cases - showing the case or Register of actions concerning case 09-2019-CV- Copy of 2nd permit with approval from Shawn Out List of events by dates	irected to the City n 03/07/2019 CLOSED 00813 radnik
2. Service Method: I served a true and correct	copy of each of the above documents by:
Mail or third-party commercial carrier Electronic Mail Hand-delivery	
3. Date of Service: March 22, 2023	
 Person or People Served (you must include the not need to include the Clerk of Court. Ex. Jon Smith, 1234 1st Ave, Bismarck, ND 585 	
Fargo Police Department, 105 25th Street North, In pd-recordsrequests@fargond.gov Fargo Inspections Department Shawn Ourdanik 25 souradnik@fargond.gov Fargo Mayor Dr. Tim Mahoney and All Fargo City Fargo ND 58102 tmahoney@cityoffargo.com Attorney Stormy Vickers, 808 3rd Avenue South, Instrumental Stormyvickers@stormyvickerslaw.com Attorney Eric Koppy, 1100 College Drive, Bismard Serkland Law, 10 Roberts Street North, Fargo ND	25 4th Street North, Fargo ND 58102 Commissioners, 225 4th Street North, Fargo ND 58103 ck ND 58501 ekoppy@bismarcklaw.com 0 58108 imclean@serklandlaw.com
5. I declare, under penalty of perjury under the law and correct.	W OF MOLET DAKOLA, that the lovegoing is true

March 22, 2023

Signed on

Case 3:23-cv-00064-ARS Document 6-4 Filed 03/27/23 Page 2 of 2

, at Bismarck, ND, USA, by:

NAME (typed or signed): Danial Ray Curtis

ADDRESS: 924 5th Street South

CITY, STATE, ZIP CODE: Fargo, ND, 58103

PHONE NUMBER: 701-781-3782

E-MAIL ADDRESS: stdanial09111963@yahoo.com

Case 3:23-cv-00064-ARS Document 6-5 Filed 03/27/23 Page 1 of 1



Jolanda Anderson < jolandaanderson@gmail.com>

Fw: Your Permit Status Has Changed

2 messages

Danial Curtis <stdanial09111963@yahoo.com>

Tue, Nov 8, 2022 at 6:22 PM

Reply-To: Danial Curtis <stdanial09111963@yahoo.com>

To: Dawn Lovett <dlovett@fargond.gov>, Danielle Burke <danielleburke63@gmail.com>, Joland Anderson <jolandaanderson@gmail.com>, Birch Burdick <burdickb@casscountynd.gov>, Shelly Byron <sbyron@fargond.gov>

Sent from Yahoo Mail on Android

---- Forwarded Message -----

From: "fargo@davengis.net" <fargo@davengis.net>

To: "stdanial09111963@yahoo.com" <stdanial09111963@yahoo.com>

Sent: Tue, Nov 8, 2022 at 10:03 AM Subject: Your Permit Status Has Changed

Dear Dan Curtis,

The status of your Remodel / Repair permit, 2211-0255-REN, at 924 5 St S has changed. The current permit status is Approval.

If your current status is Completeness Review or Approved, you can now make a payment using the link below or by contacting us at City Hall. Once your permit reaches the status *Issued*, you can download your permit and request your inspection(s) at the link below, as well.

https://permits.fargond.gov

If you have not registered on our website, you may register will the following Registration Code to access this permit and other items: VRRQDV6M

If you have any questions, please do not hesitate to contact us. Thank you!

City of Fargo 701.241.1561 SOuradnik@fargond.gov

This automated message was sent by the City of Fargo Land Management Software System. Please do not reply directly to this email.

Jolanda Anderson <jolandaanderson@gmail.com> To: Danial Curtis <stdanial09111963@yahoo.com> Tue, Nov 8, 2022 at 6:29 PM

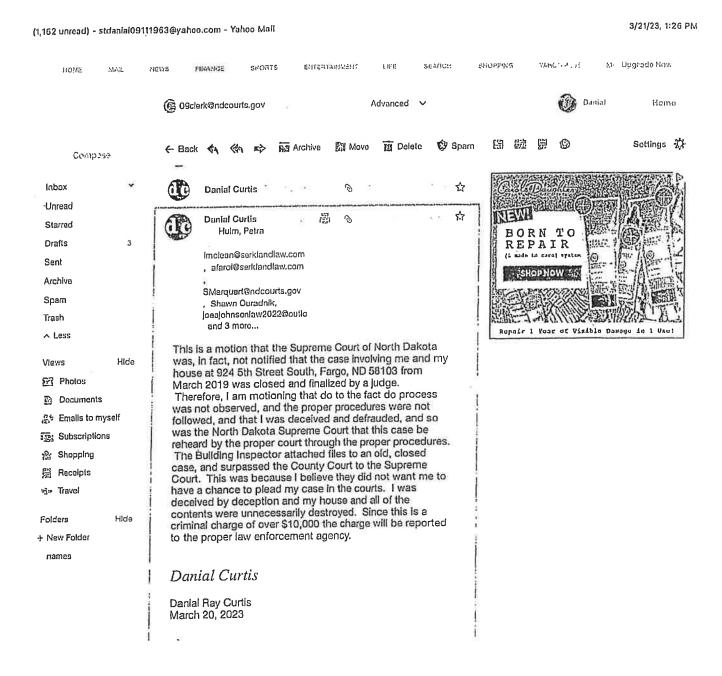
Wow
[Quoted text hidden]

(1,162 unread) - stdanial09111963@yahoo.com - Yahoo Mali

3/21/23, 1:36 P₩

SHOPPING WHEN SHIP 45 Upgrade Hey HOME HEWS FINANCE SPORTS ENTERTAINMENT LIFE SEARCH (SUP) Clerk of Court Office Advanced Monta 田 聖 田 Settings & Spam Pa Archive P3 Move m Delete Compass 介 Reply from North Dakota Supreme 1.210 Inbox (SUP) Clerk of Court Q Court Clerk's of Court Office 2 Office Unread 샾 Starred (SUP) Clerk of Court Office ... supplerkofcourt@ndcourts.gov + Add to contacts Danial Curtis Drafts Your message has been received. Please retain this reply e-Sent mail if you wish to show proof of receipt by the Supreme Court. New Rules Notice: New appellate rules are/were effective March 1, 2022. The order of adoption and legislative format Archive Spam rules are available here. Appendices will no longer be filed. Trash Transcripts will be filed into the district court record rather than with this Court. The new rules will be applied to all documents ^ Less filed after March 1, regardless of the status of the proceeding. References to the record will be made in briefs directly to the Hide Views record as follows (rule 30(b)): 2 Photos (1) Reference to any material that is contained in an item in the 23 Documents record and that is listed under a register of actions index number, including transcripts, must be made by setting forth in parentheses the capital letter "A" followed by the index number 윤 Emails to myself 📆 Subscriptions of the item followed by a colon and the specific page within the item where the information referred to is located, for example தூ Shopping (R156:12). If applicable, paragraph or line numbers must be 罰 Receipts included after the page number, for example (R156:12:¶3) or (R156:12:3). - Travel (2) References to a video or audio recording in the record must be made by identifying the recording and providing specific, Hide Folders time-coded locations of the relevant portions. + New Folder General Notice: Appropriate fees under the North Dakota Rules names of Appellate Procedure are due in this office within 7 days of submitting a document. There are few fees required by the rules. Please review the rules before contacting our office. Thank you. North Dakota Supreme Court supclerkofcourt@ndcourts.gov Ad Alatura Quality Shiotes

https://mail.yahoo.com/d/search/name=(SUP)%2520Clerk%2520of%2520...supclerkofcourt%2540ndcourts.gov&listFilter=FROM/messages/552080



(1,162 unread) - stdanlal09111963@yahoo.com - Yahoo Mail

3/21/23, 1:33 PM

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🗘 Spam Cc: 'imclean@serklandlaw.com' <imclean@serklandlaw.com>; 'afarol@serklandlaw.com' <afarol@serklandlaw.com>; Marquart, Steven <SMarquart@ndcourts.gov> Subject: RE: City of Fargo v. Curlis, Supreme Court No. 20220302

M Archive

Good afternoon, again,

Please find attached an amended order of dismissal reflecting that Justice Crothers voted against the action.

Thanks.

Meagen A. Powell Chief Deputy Clerk North Dakota Supreme Court

From: Powell, Meagen Sent: Friday, December 9, 2022 12:51 PM To: 'stdanlal09111963@yahoo.com' Cc: 'imclean@serklandlaw.com'; 'afarol@serklandlaw.com'; Marquart, Steven Subject: City of Fargo v. Curtis, Supreme Court No. 20220302

SUPREME COURT OF NORTH DAKOTA OFFICE OF THE CLERK 600 E Boulevard Avenue Bismarck, ND 58505-0530 (701) 328-2221 (voice) (701) 328-4480 (fax) 1-800-366-6888 (TTY) supclerkofcourt@ndcourts.gov

YIA E-MAIL ONLY

December 9, 2022

Danial R. Curtis (via U.S. Mail) 924 5th St. S Fargo, ND 58103-2817



(2)

問機問



Sounds big. Travels light.

verizon/

Case 3:23-cv-00064-ARS Document 6-9 Filed 03/27/23 Page 1 of 1

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	STOPI BY APPOINTMENT ONLYI BEWARE I
	REQUIRE A \$10,000 UP FRONT RETAINER FEE & CHARGE \$500 PER HOUR PLUS ALL
	FEES & EXPENSES. THIS IS A LEGALLY
	BINDING CONTRACT OR YOU ARE FREE TO WALK AWAY! NOT ABIDING BY THIS CIEV of Fargo
	CONTRACT IS CONSIDERED TRESPASSING Inspections Department ON GOD & A TRUE AMERICAN. 225 A Street North
	TRESPASSING IS THEFT BY DECEPTION. Fargo, ND 58102
	GOD BLESS 701.241.1561
	Before the Board of Appeals of the City of Fargo namend for
	Ma 1/1 ng filling fee must accompany this form No 10 marchatages and Badjust OA NIA I Tuct S Retainer fee 11 0,000
	Appeals of (Owner/Interested Parties): DANIAL LUTT, S. RETaine
	Property Address: 924 5th Street South Fargon 1) 58103
	What specific violations are you appealing and what material facts do you have to support your objection?
	(Attach additional pages as necessary)
	What relief do you seek, and why do you feel that the finding should be reversed, modified, or otherwise
	set aside? (Attach additional pages as necessary)
	This appeal must be filed with the Fargo Inspections Department within 20 days of the date on your notification of the violations. The Inspector who performed the original inspection will present this appeal at the next meeting of the violations.
	and place of the date time, and place of the meeting. Any dides to correct violations that are
5	form will be stayed until the Board of Appeals has made its ruling.
	We require that the signatures of all interested parties, along with their respective malling addresses, be affixed to this appeal. This appeal. Please attach an additional page as necessary to include all those participating in the appeal.
	of each attach an additional pake as necessari to
	Name: Danial Curtis Address: 924 5th Street Soats Cares ND
	001/1/1
	Signature of the Cost 9/50 Retainer See
	Interest: TOV PIPAL TO
	state matters stated above by at least one of
	In addition, it is necessary that there be a verification of the truth of the matters stated above. The addition, it is necessary that there be a verification of the matters stated above. The matters
	Name: Valid Caris Date: 101 40
5.	DOLL RATE
1	Signature: 1 10 1 150 - 0 1 100
7	Enture Building Permite
134	Interest: YUTY Interest: YUTY These requirements are made in accordance with Chapter 1 of the International Property Maintenance Code, as These requirements are made in accordance with Chapter 1 of the International Property Maintenance Code, as
	These requirements are made in accordance with Chapter 1 of the international
	adopted in Article 31 of the Fargo Municipal Code.
13.5	P

March 20, 2023

I am including a timeline of events concerning the seizure and demolition of my home, located at 924 5th Street South, Fargo, ND 58103 on January 19, 2023.

03/07/2019 – case #09-2019-cv-8013 – case was closed. This case was in regards to my cleaning up my property, which I did and the city approved.

10/07/2019 – my neighbors and I had dispute over a tree that overhanging on my property, and was causing considerable damage to my home and garage. I approached the neighbor concerning the tree, and was told that it wasn't their responsibility and they would not share insurance information to rectify the issue. At this time the tree issue was unresolved.

4/25/2022 – 06/27/2022 – The city of Fargo granted me use of a 6 yard dumpster, which they emptied 18 times, in an effort to clean my property.

06/06/2022 - Acquired a building permit from the City of Fargo

06/15/2022 – #09-2022-cr-02494 – I was arrested for trying to obtain 'unauthorized use of personal identifying info – Obtain credit – Over \$1,000', which I am still dealing with. This was not the case at all! I was given a check for \$10,000 from a proposed investor to my addition, who in fact, was an undercover informant. I only tried to cash a legal tender, that was written out to me. I never tried to steal anyone's information or money. I simply asked the bank clerk if it was a legal tender – not anything else. The bank isn't pressing charges, but the city of Fargo is.

07/25/2022 – A-1 Plumbing came to the home and cleaned the sewer, as we had a backup following the digging of a hole for the addition to my house. This digging caused the pipes to vibrate and drop old crud from the edges, which plugged the sewer. At the same time, I had the sewer inspected with a snake camera and they deemed it to be safe and clean. In an attempt to clean up the backed-up sewer, we had grabbed towels to mop up the water, and we were in the process of getting them washed, and had even lined up a second temporary washing machine, to handle the extra laundry and speed the process. On this date, the city also came and inspected the hole that had been dug, and approved the building site at this time.

07/26/2022 On this morning, I awoke to a loud bang in my house, and a gun pointed at my head. I was forcefully taken from my house, to the hospital to get checked out, as I have a heart condition and the rude awakening caused chest pains. I also suffer from anxiety, and depression. At this time, the city called in the inspections department and pictures were taken of supposed damage in my house. These were extremely misleading and in-fact, much of what they showed, they had damaged or was done in preparation for the new addition, including 'burn spots' on my stairways that they say were caused by faulty electricity. There were no electrical outlets even close to this area. They also sighted the stairway leading into the basement, as unsafe. My home was over 100 years ago and these were original. They were to be replaced with the new addition as I was going to lower the incoming door for easier access.

At this time, I was told that I could remain in my home as long as I was building or working on the existing property. I could also have my workers living there.

07/28/2022 - I appealed by case to Cass County, and the building inspections department. I found out on

08/19/2022 – Dakota Fence erected a perimeter around my house and garage, but leaving my front door as access. At this time, the city hung 'the structure is unsafe' signs on my house and garage. I again, was told that I could stay there as long as I was working on the structure.

08/22/2022 - Top Gun plumbing came in and hooked up the sewer for the new addition. This was inspected, and was approved.

08/24/2022 (approx.) I called the City of Fargo Building Inspector, Shawn, and asked him to come back to the house and inspect the work that had been done. This work was done following a list that was given to me by this individual. All the work had been done, as requested, except the back stairs, which I explained earlier. At this time, he refused to return to my house, claiming that it was unsafe. So – simply stating, after requesting I do some repairs by the city, doing those repairs, and requesting those repairs be inspected – I was denied!

10/27/2022 - #09-2023-cr-00503 - original trespass was issued but not served

11/08/2022 – I received an email message from the City of Fargo, stating that I had been approved for another building permit. I tried to log in online so that I might pay and print it at home, however, the system would not allow me access. So I walked downtown to pay, and get a copy of the permit that had just been approved. When I got to the inspections office and spoke to Shawn, I was told that it had been a mistake, and that my permit was not approved. In fact, Nancy Morse, the Fargo City Attorney had refused to sign it, because they had a meeting after the approval, and decided that they had made a mistake, and took back the approval. At this time, the local news reported that I was not successful in obtaining a permit.

01/04/2023 - 09-2023-cr-00504 09-2023-cr-00505

On this morning, I was awakened again, at gunpoint and told that I was being forcefully removed from my house. Again, I had to be taken to the hospital with chest pains, where I was given nitroglycerin. I was not allowed to take my medications, CPAP machine, clothes, glasses or any other personal items. I was later incarcerated for trespassing in my own house, resisting arrest, and disobeying a court order. I am still dealing with these ridiculous charges. Nine other laborers that were helping me with construction, and home improvements were also forced out of the house. Only myself, my son, Shane, and one Michael Cooper, who is a US Veteran, and in charge of the excavating, were arrested. The others were not even allowed to collect their personal belongings, a winter jacket, their phones or anything else from the house. All of us are now homeless and trying to find places that the city of Fargo had announced on public television, they would help us find, and never have done anything to assist us.

September 17, 2022

This is concerning my property at 924 5th Street South in Fargo, which I have occupied and have <u>fully paid for</u> and lived in for the last 33 years. Since the first date of purchase, I have added a large garage, which was inspected and approved by a licensed electrician. This person also updated the house electrical system to bring from fuses to a 220 amp, and from 3 meters to 2 meters.

I am adding an addition from the house to the garage, which has been approved by the city planning and development committee. I did have to remove a very large tree from the back yard of the house to develop this addition. I had laborers that were helping me dig the hole and remove the tree, and among them, was an undercover informant, actually 3 people, that I had never seen before, who created a situation that was beyond my control, and sparked the Fargo Police department to initiate a raid. In their entrance they chose to use percussion grenades, which caused black, burn marks on the walls and floors of the house. They called these electrical issues, which seem impossible as there are no electrical outlets in the areas. The black mold that was listed in the complaint, was merely dryer lint from the laundry room. Since this time, the wall has been washed, sanitized and painted. There was a temporary washing machine that was brought into the house, and connected TEMPORARILY on the main floor, due to the issues of the sewer, but allowing us to continue to wash clothing. When the Fargo Police Department came into my house, they ran-sacked everything, pulling clothes out of drawers and throwing them on floors, which created additional laundry, and again expense. Also, with that, they kicked in all the doors, damaging items that they included on their report as needing repair, and caused unnecessary stress and a trip to the hospital. Then to top it all off, after the basement hole was excavated, which is listed by the inspector, there was a notice posted to my front door that states that the home is not fit for habitation, which is a total disregard of respect for me, my friends and neighbors. Also, a fence has been placed around my home and garage, which caused my contractors to charge extra fees or to back out of our agreements and keep my deposits. I contacted A1 sewer, which came the day prior to the police showing up, and cleaned out the sewer, of which I have already sent a report.

I was informed of a city ordinance 20 years ago, that stated I needed to add onto my home between my house and garage, due to the fact that my garage was too big for my house. At that time, I added a three-season porch. 5 years later, I added a second floor to the house to accommodate my growing family, as I added a wife, 2 step-daughters, along with my 3 biological children. After completing this project, I had the entire project inspected. This inspection should be on file in your office. The inspector's names were John Strand and Steve Briggs.

Originally, I had wanted to add from the house to the garage, however, at that time I couldn't financially afford to do so. Therefore, I chose to build on the three-season porch with the existing slab. At this time, my plans are to build an addition that includes a sub-basement for myself and my kids, which has been previously approved by the city. I will be removing the stairs because they were original to the house, and approved because of previous existence. However, knowing that they are over 100 years old, and that I was going to be doing this project, I decided it would be a perfect time to update them with the addition. This will make the entire flow of walking much better. In the past, the space that was enclosed was an area for my kids and neighbor kids, to enjoy playing. The outside area, behind this addition, was nothing more than a place to collect junk and garbage and I no longer want that kind of activity on my property. The sub-basement will keep the steps at a lower profile, meaning the flow will be easier and make the home more accessible to my handicapped son, as well as for myself, who is getting older.

All of the items that were listed on the inspection report have been addressed, except for the stairwell, which will be replaced during the building of the addition. Also, the building permit, which was previously approved, and generated the basement to be dug according to the original plan of 30 feet,

has had a plumber working on that plan — the plan of 30 feet. In addition, the city took it upon themselves to remove the excess dirt, that I had already sold and was waiting for the buyer to pick-up, and an excavator that I had rented and paid for, I was forced to stop the work and my contractors, many who I had already given a deposit and set up a timeline to do their portion of the work. The city also took ¾ inch tongue and groove that I was going to recycle. It had been neatly piled, with the nails removed, on my driveway. They also took landscaping timbers that were stored on my property, in the alley behind my garage, that I had intended to use to construct flower beds on the front of the house. On this same day, the Fargo Police Department ordered one of my laborers to remove addition dirt from the sidewalk and driveway, which caused the inexperienced laborer to damage my garage. The non-load barring area, which is cleared listed in a report, which you have.

I have contact multiply agencies since the start of all of this to try to get it rectified. However, most don't or won't return my phone calls, but instead ignore or pass me off to someone else.

I have not even seen or spoken to a building inspector, or been served formal papers. This issue has created undue costs, hardship and stress on me, my laborers and contractors.

I have replaced/purchased new lighting prior to this and am working installing all of them. All of the windows and doors in the house, have been replaced in the last 10/15 years. Now I am, once again replacing doors and locks. The plumbing is working great now, after having the plumber scope the drains. The floors have all been cleaned and sanitized. The basement floor has been sanitized and painted. Winter is coming and I have to get the concrete poured and the elevation of the stairs completed.

A side note, no one who actually lives in my home, was arrested during the Fargo Police Departments raid. I didn't know any of these people! Also, the Page that talked on camera to area newscasters, never lived in the home, and as a matter of fact, I have never even met her. The task force that entered my home listed 4 people that haven't been living in the home for over 2 ½ years. I am trying to clean up the house, and I have been removing any people involved in illegal activity.

Please feel free to contact me with any questions, or concerns. I can be reached at 701-781-3782 or by emailing me at stdanial09111963@yahoo.com

Respectfully,

Danial Curtis

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NORTH DAKOTA

Plaintiff(s), Daniel R Curtis

٧.

CERTIFICATE OF SERVICE

Case No.

Defendant(s). City of Fargo, Commissioners, Fargo Police
Department, Building Inspector-Shawno.

I hereby certify that an exact copy of the following document(s) was served upon all ys of record or upon all parties if not represented by an attention by the following document is the following document by the following document by

attorneys of record or upon all parties, if not represented by an attorney, by placing a copy in the United States Mail, postage prepaid, and mailing to their last known address.

Copies of all comispondence, as well notice of Lawsuit

Names & Addresses to which the document(s) was sent:

Fargo Police Department 105 25th Street North Fargo ND 58/05

Forgo Mayor Tin Mahoney 225 4th St. N Fargo ND 58102

Dated: 3-17-23

Fargo Inspections Dyanthent Shown Oursdrik 225 4th St. X. Fargo, ND 58/02

All Fargo City Commissioners 225 2441 St. N Fouge ND 58102

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

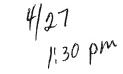
The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS	DEFENDANTS
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASESY STORMY VICTORY OF TOIL AND STATE STATE STATE AND STATE S	County of Residence of First Listed Defendant City of Faugo (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDENNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Kinner) Attorneys (If Kinner)
II. BASIS OF JURISDICTION (Place an "X" in One Box Only)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place on "X" in One Box for Plaint
1 U.S. Government (U.S. Government Not a Party)	(For Diversity Cases Only) PTF DEF Citizen of This State PTF DEF I Incorporated or Principal Place
☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizanship of Partles in Item III)	Citizen of Augulter State
	Citizen or Subject of a 3 3 Foreign Nation 6 6 6
IV. NATURE OF SUIT (Place on "X" in One flox Only)	SALE CORRECTOR PROCNAL TO A RANGE OF THE CONTROL OF
110 Insurance	depth dept
VI. CAUSE OF ACTION Brief description of cause:	
FOR OFFICE USE ONLY	
RECEIPT# AMOUNT APPLYING IFP	JUDGE MAG. JUDGE

Page 66

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL



NORTH DAK GAMING DIV SFN 9338 (2-202		DRNEY GENERAL	(60); 30 p
Applying for (check one)	-			
Local Permit	Restricted Event Pen	nit*		
Games to be conducted	Raffle by a Political o	r Legislative District Party		
Bingo Raffle	Raffle Board C	Calendar Raffle Spor	ts Pool Poker*	Twenty-One Paddlewheels*
			cted Only with a Restricted Event Po CREDIT CARDS MAY NOT BE USE	
ORGANIZATION INFO				
Name of Organization or Group				ide dates for the sales of tickets)
Tri-City Storm Soccer Club		1	Friday, July 21	
Organization or Group Contact Pe	erson	E-mail		Telephone Number
Business Address			artz@tricityunited.org	701-306-4497
2761 12th Avenue South Suit	to A	City Fargo		State ZIP Code ND 58103
Mailing Address (if different)	Je A			
Mailing Address (ii dinerent)		City		State ZIP Code
SITE INFO				
Site Name				County
Broadway Square				Cass
Site Physical Address Broadway and 2nd Avenue N	orth	City Fargo		State ZIP Code ND 58102
Provide the exact date(s) & freque				
One-time 50/50 Raffle to be h			231, Name - 10/30, 11/30, 12/31, 31	<i>c.</i> ,
PRIZE / AWARD INFO (If More Pr	izes, Attach An Additional	Sheet)	100	
Game Type		Description of Prize		Exact Retail Value of Prize
50/50 Raffle	50% of	proceeds to Tri-City, 5	0% to winner	1,000.00
		Actual Prize TBD		
			Total (limit \$40,000 per year)	\$ 1,000.00
Intended Uses of Gaming Proceeds Nonprofit Fundraiser	s			
Does the organization presently ha the Office of Attorney General at 1-	ve a state gaming license? (i 800-326-9240)	f yes, the organization is no	t eligible for a local permit or restrict	ed event permit and should call
Yes No Has the organization or group recei	ived a restricted event permit	from any city or county for	the fieral year July 1 - June 30 (If ye	es the organization or group does
not qualify for a local permit or restr	ricted event permit)	. IIOm any one or county long	trie liscar year bury 1 - burie 50 (ii ye	S, the organization or group does
Has the organization or group recei	ived a local permit from an ci	by or county for the fiscal ve	ar July 1 - June 30 //f ves. indicate t	he total retail value of all prizes
previously awarded)	-	_		·
No Yes - Total Rei			the total prize limit for \$40,000 per fi	
Is the organization or group a state SFN 52880 "Report on a Restricted No	political party of legislative d Event Permit" within 30 day	s of the event. Net proceeds	anization or group may only corloud s may be for political purposes.)	! a raffle and must complete
∐ Yes ⊠ No				
Name Titl		Telephone Number	E-mail Address	
	ecutive Director	701-306-4497	Lee.Schwartz@tricityunit	ed.org
Signature of Organization or Group		Title Executive Director		Date Apr 4, 2023

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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

ERMIT	CC.
	(06)
	60

- C. 22			-	_						
Applying for (check one) Local Permit	Restricted Event P	'ermit*								
Games to be conducted	Raffle by a Politica		strict F	Party						ala-diament
Bingo Raffle	Raffle Board	Calendar Raffle		Sports I	Pool [7	Poker*	Twenty-On-	e* [Paddlewheels*
*See Instruction 2 (f) on Page				11		h a				
LOCAL PERMIT	RAFFLES MAY NOT BE	CONDUCTED OF	VLINE	AND CR	EDIT CAR	DS	MAY NOT BE US	SED FOR WA	GERS	iim per year.
ORGANIZATION INFO Name of Organization or Group					Dates of	Ant	lvity (Does not inc	luda datas fa	e tha ne	los of tickate)
Elevate Rock School					7/29/23	ACI	ivity (DOBS not inc	lude dates loi	ine sa	les of lickets)
Organization or Group Contact P	erson		E-ma] 3il		-		Telephone	Numb	er
Lisa Niemiller					rocksch	ool	l.com	70172925		
Business Address			City			_		State	ZIP (Code
4650 Agassiz Crossing S			Farg	0				ND	5810	4
Mailing Address (if different)			City					State	ZIP (Code
SITE INFO			-							
Site Name								County		
Troilwood Park N								Cass		
Site Physical Address			City					State	ZIP C	
3664 Elm St N	<u> </u>		Farge					ND	5810	02
Provide the exact date(s) & frequency	ency of each event & type (i	Ex. Bingo every F	riday 1	10/1-12/31	, Raffle - 1	10/3	80, 11/30, 12/31, e	etc.)		
7/29/23				20						
PRIZE / AWARD INFO (If More P	rizes, Attach An Additiona	al Sheet)								
Game Type		Descrip	tion of	Prize				Exact R	etail Va	alue of Prize
50/50 Draw		1/2 of the c	ash d	collected	1				1,0	00
Raffle		Electric Bab	y Gra	and Pian	10				6,000	.00
					(Ilmit		Total ,000 per year)	\$	7,000	0.00
Intended Uses of Garning Proceed										
Donation to Excite Music sch										
Does the organization presently hat the Office of Attorney General at 1- Yes X No	ive a state gaming license? -800-326-9240)	(if yes, the organ	nzattor	ı is not eli	gible for a	loc	al permit or restric	ted event pe	rmit an	d should call
Has the organization or group rece	ived a restricted event perm	nit from any city o	r coun	ty for the	fiscal year	Jul	y 1 - June 30 (If y	es, the organ	ization	or group does
not qualify for a local permit or rest. Yes No	ricted event permit)							300 - 0 10 1		
Has the organization or group rece	ived a local permit from an	city or county for	the fisc	cal vear J	uly 1 - Jun	е 3	0 (If vas indicate	the Intel retail	l value	of all prizes
previously awarded)									101100	V. III. ()
No Yes - Total Re		district party? (#	nt la p	art of the	total prize	limi	t for \$40,000 per	fiscal year)	munt -	omololo
SFN 32000 Report on a Restricted	Event Permit" within 30 da	ys of the event. N	yes, m let pro	iceeds ma	adon or gr ly be for p	oliți	r may only conduc cal purposes.)	a qualitie and	must ¢	ompiere
Yes X No						_				
Name Tit	157	Telephone Nur	nber		E-mall A	Add	ess			$\overline{}$
2 (A)	e President	7017292557			lisa@el	lav	aterockschool.	com		
Signature of Organization or Group	's Top Official ≺	Tille Vice Preside	nt					Date	pr 27,	2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL LICENSING SECTION

SFN 9338 (09-2021)

IT PERMIT	1 112
	16/4/23
(.C)	2/11
4	

Appleding for (-bank)					
Applying for (check one) X Local Permit	Restricted Event Permit	*			
Games to be Conducted	Raffle by a Political or L				
☐ Bingo ☐ Raffle	_	ndar Raffle Sports Pe	ool Dekent D.		
_				venty-One*	Paddlewheel
LOCAL PERMIT RAFFLES	idlewheels may be conducted O MAY NOT BE CONDUCTED O	NI INF AND CREDIT CARDS	rmit. Only one permit allowed	l per year,	
				AGERS.	
Fargo Moorhead Derby Gir.	oup of People permit is issue		ates of Activity /3/23 6/24/23	If raffle, p	provide drawing da
Organization or Group Cont	act Person		itle or Position	6/3/23_	
Katie Kalabza			reasure	701-730-	ne Number 1422
Business Address		C	ity	State	ZIP Code
PO Box 10644		F	argo	ND	58106
Mailing Address (if different)		Ci	ity	State	ZIP Code
Site Name (where gaming w	vill be conducted)				
Site Address		lo:	<u> </u>		·
807 17th Avenue N		Ci	ty argo	ZIP Code 58102	County
167 O W.S.				36102	Cass
Description and Retail Value	of Prizes to be Awarded				
Game Type		Description of Prize		Retai	il Value of Prize
50/50 raffe		Cash	Cash		
				est. \$200ea	3011
				-	
		То	tal (limit \$40,000 per year)	400	.00
ntended Uses of Gaming Pro	ceeds			100	
Bout production, rent charity of	donations				
oes the organization present and should call the Office of A	ly have a state gaming licens	se? (If yes, the organization	is not eligible for a local p	permit or restr	ricted event permit
Yes X No		-3240)			
as the organization or group	received a restricted event p	ermit from any city or coun	ty for the fiscal year July 1	- lune 302 (If	was the
3 10 mood 1101	qualify for a local permit or i	restricted event permit)	y to the house your only to	oune so: (n	yes, uie
	cooking a least war it f				
as the organization or group llue of all prizes previously as	varded)	any city or county for the fis	cal year July 1-June 30?	(If yes, indica	te the total retail
No Yes - Total R	etail Value: \$361	(This amount is part of the	e total prize limit of \$40,000 po	05.11005)	
the organization or group a s ust complete SFN 52880 "Re	tate political party or legislati	vo district mont of the 4			ict a raffle and
ust complete SFN 52880 "Re	port on a Restricted Event P	ermit" within 30 days of the	event. Net proceeds may	be used for	political purposes.)
ganization or Group Contact	Parson				
ame	Title	Telephone Number	E		
atie Kalabza	Treasure	701-730-1422	E-mail Address fmdgoperations	:@amoil ac-	m
nature of Organization or Sr	oup's 70p Official	Title	inagoperations		II
ow Xa	lallas	Treasurer		Date 5/2/23	

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVEI

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL GAMING DIVISION SFN 9338 (2-2023)

NT F	ERMIT
/	(ad)
(40)

Applying for <i>(check one)</i> Local Permit	Restricted Event F	Parmit*						
Games to be conducted		al or Legislative Dist	riot Dorty					
		1				15		
Bingo Raffle	Raffle Board	Calendar Raffle	Sports Po		Poker*	Twenty-One		wheels'
*See Instruction 2 (f) on Page : LOCAL PERMIT	2. Poker, Twenty-One, an RAFFLES MAY NOT BE	d Paddlewheels ma CONDUCTED ONL	y be conducted INE AND CRE	Only with a	Restricted Event I	Permit. Only o	one permit per y GERS	ear.
ORGANIZATION INFO								
Name of Organization or Group	0				vity (Does not inc.		the sales of tic	kets)
Provost Gyan Organization or Group Contact Pe	d			Ser	it, 14th			
	rson		E-mail	. (1	Telephone		
Business Address			Klingle Que	windeyn	uchanical co	701-	361-9370)
1429 3rd St	6 1		10.	-		State	ZIP Code	
Mailing Address (if different)	N.		Firgo			ND	58102	-
manning / tourous (if difference)		1,	City			State	ZIP Code	
SITE INFO						1		
Site Name						County		
El Zagal Sha Site Physical Address	100					Cas	۲-	
Site Physical Address		(City			State	ZIP Code	
1429 3,2 St	N		Fergo			ND		
Provide the exact date(s) & frequer	ncy of each event & type (Ex. Bingo every Fri	day 10/1-12/31,	Raffle - 10/3	30, 11/30, 12/31, e	etc.)		
Raffle Sept	14th 2023							
PRIZE / AWARD INFO (If More Pri	zes, Attach An Addition	al Sheet)						
Game Type		Description	on of Prize			Exact Re	etail Value of Pr	ize
Ruffle	(2) 200° < h	ds G. ft couls		50.00	1. 5.10.	810	200	
. 6(111)	(2) 200 Sch	S (0. 44 (9,00)	4 2- 100	(0. +A (n	02100 28	1,0	00	
				(lime it of 4)	Total	\$ 15	00	
				(IIMIT \$40),000 per year)	14	00 =	
Intended Liege of Coming Deceased								
Intended Uses of Gaming Proceeds	1	1 7	. 1.1					
Does the organization presently have	re a state gaming license	O + Tra	a sputat		al permit or restric	ted event per	rmit and should	call
Does the organization presently have the Office of Attorney General at 1-8	re a state gaming license	(If yes, the organiz			al permit or restric	sted event per	mit and should	call
Does the organization presently have the Office of Attorney General at 1-8. Yes No	re a state gaming license 200-326-9240)	? (IPyes, the organiz	zation is not elig	ible for a loc				
Does the organization presently have the Office of Attorney General at 1-8. Yes X No Has the organization or group received the property of the control of	re a state gaming license 200-326-9240)	? (IPyes, the organiz	zation is not elig	ible for a loc				
Does the organization presently have the Office of Attorney General at 1-8. Yes X No Has the organization or group received qualify for a local permit or restrict the Yes X No	re a state gaming license (200-326-9240) red a restricted event per cted event permit)	R (IPyes, the organize	county for the fi	ible for a loc	y 1 - June 30 (If y	es, the organ	ization or group	does
Does the organization presently have the Office of Attorney General at 1-8. Yes X No Has the organization or group received the organization or group received the control of the contro	re a state gaming license (200-326-9240) red a restricted event per cted event permit)	R (IPyes, the organize	county for the fi	ible for a loc	y 1 - June 30 (If y	es, the organ	ization or group	does
Does the organization presently have the Office of Attorney General at 1-8. No Has the organization or group received th	red a restricted event perioted event permit) red a local permit from an	mit from any city or city or county for the	county for the fine fiscal year Ju	ible for a loc scal year Ju ly 1 - June 3 otal prize lim	y 1 - June 30 (If y 0 (If yes, indicate it for \$40,000 per	es, the organi the total retain	ization or group I value of all priz	does
Does the organization presently have the Office of Attorney General at 1-8. No Has the organization or group received the Attorney General at 1-8. No Has the organization or group received the organization or group received the organization or group received the organization or group at attacks the organization or group a state organization organization organization organization organization organization organization organization organization organiz	re a state gaming license' 300-326-9240) red a restricted event per cted event permit) red a local permit from an	mit from any city or city or county for the city or county for city or county for city or county for city or county for city or city o	county for the fine fiscal year Jut is part of the toes, the organiza	scal year Ju ly 1 - June 3 otal prize lim	y 1 - June 30 (If y 0 (If yes, indicate it for \$40,000 per	es, the organi the total retain	ization or group I value of all priz	does
Does the organization presently have the Office of Attorney General at 1-8. No Has the organization or group received the Attorney General at 1-8. No Has the organization or group received the organization or group received the organization or group received the organization or group at attacks the organization or group a state organization organization organization organization organization organization organization organization organization organiz	re a state gaming license' 300-326-9240) red a restricted event per cted event permit) red a local permit from an	mit from any city or city or county for the city or county for city or county for city or county for city or county for city or city o	county for the fine fiscal year Jut is part of the toes, the organiza	scal year Ju ly 1 - June 3 otal prize lim	y 1 - June 30 (If y 0 (If yes, indicate it for \$40,000 per	es, the organi the total retain	ization or group I value of all priz	does
Does the organization presently have the Office of Attorney General at 1-8. Yes No Has the organization or group received the organization or group a state process of the organization or group as the	re a state gaming license 200-326-9240) red a restricted event perioted event permit) red a local permit from an anii Value: political party or legislative Event Permit" within 30 december 200 dece	mit from any city or city or county for the city or county for city or county for city or county for city or county for city or city o	county for the fine fiscal year Ju t is part of the toes, the organizate proceeds may	scal year Ju ly 1 - June 3 otal prize lim	y 1 - June 30 (If y 0 (If yes, indicate it for \$40,000 per o may only conducted purposes.)	es, the organi the total retain	ization or group I value of all priz	does
Does the organization presently have the Office of Attorney General at 1-8. No Has the organization or group received the organization or group a state process of the organization or group as the organization or group as the organization or group a state process of the organization or group as the organi	re a state gaming license' 300-326-9240) red a restricted event perioded event permit) red a local permit from an ail Value: political party or legislative Event Permit" within 30 d	mit from any city or city or county for the (This amount) of the city of the event. Ne	county for the fine fiscal year Ju t is part of the toes, the organizate proceeds may	scal year Ju ly 1 - June 3 otal prize lim tion or group the for politi	y 1 - June 30 (If y 0 (If yes, indicate it for \$40,000 per o may only conducted purposes.)	es, the organi the total retail fiscal year) of a raffle and	ization or group I value of all priz must complete	does
Does the organization presently have the Office of Attorney General at 1-8. No Has the organization or group received the organization or group a state of the organization or group as the organi	red a restricted event per cted event permit) red a local permit from an ail Value: political party or legislative Event Permit" within 30 d	mit from any city or city or county for the (This amount) of the city of the event. Ne	county for the fine fiscal year Ju t is part of the toes, the organizate proceeds may	scal year Ju ly 1 - June 3 otal prize lim tion or group the for politi	y 1 - June 30 (If y 0 (If yes, indicate it for \$40,000 per o may only conducted purposes.)	es, the organithe total retaintiscal year) of a raffle and	ization or group I value of all priz must complete	does

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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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



5/11

				1	
Applying for <i>(check one)</i> Local Permit	Pastrioted From	A Demoit			
Games to be conducted	Restricted Even				
		tical or Legislative District Party		3	
Bingo Raffle	2.5		orts Pool Poker*	Twenty-	i
LOCAL PERI	ige 2. Poker, Twenty-One, a MIT RAFFLES MAY NOT E	and Paddlewheels may be cond BE CONDUCTED ONLINE AND	lucted Only with a Restricted CREDIT CARDS MAY NO	d Event Permit. On T BE USED FOR	nly one permit per year. WAGERS
ORGANIZATION INFO Name of Organization or Grou	n		D-1		
United Way of Cass-Clay	P		Tuesday, June 6, 20		for the sales of tickets)
Organization or Group Contact	t Person	E-mail	Tuesday, same o, 2		ana Niverbau
Briana Nupdal	.1 613011		@unitedwaycassclay.o։		one Number
Business Address			——————————————————————————————————————		
4351 23rd Ave S		City		State	ZIP Code
		Fargo		ND	58104
Mailing Address (if different) PO Box 1609		City		State	ZIP Code
PO Box 1609		Fargo		ND	58107
SITE INFO					
Site Name				County	
Maple River Golf Club				Cass	
Site Physical Address		City	146	State	ZIP Code
3666 163rd Ave SE		Mapleton		ND	58059
Provide the exact date(s) & free	quency of each event & type	e (Ex. Bingo every Friday 10/1-	12/31, Raffle - 10/30, 11/30,	12/31, etc.)	
6 Raffle boards during gol	scramble event on Tu	ıesday, June 6, 2023			
PRIZE / AWARD INFO (If More	Prizes, Attach An Addition	onal Sheet)			
Game Type		Description of Prize)	Exac	t Retail Value of Prize
Raffle Board		"Life's A Party" Raffle F	Package		1,666.00
Raffle Board	"There's	s Always More Time for Go	olf" Raffle Package		1,080.00
Raffle Board	11	Living Your Best You!" Rat	ffle Package		1,487.00
		0	Total	\$ 0 0	4-233-00
			(limit \$40,000 per)	year) 9.0	19.00
ntended Uses of Gaming Proce					
		services in Cass and Clay			
the organization presently the Office of Attorney General at No	nave a state gaming licens ! 1-800-326-9240)	se? (If yes, the organization is no	ot eligible for a local permit o	or restricted event	permit and should call
	ceived a restricted event prestricted event prestricted event permit	ermit from any city or county for	the fiscal year July 1 - June	30 (If yes, the org	ganization or group does
Yes X No	stricted event permit)				
las the organization or group re	ceived a local permit from	an city or county for the fiscal ye	ear July 1 - June 30 (If yes, i	indicate the total re	etail value of all prizes
<i>reviously awarded)</i> ☑ No	Retail Value:	(This amount is part of	the total prize limit for \$40,0	000 per fiscal year)
s the organization or group a sta	ite political party or legislat	ive district party? (If yes, the org	ganization or group may only	v conduct a raffle a	
FN 52880 "Report on a Restrict Yes No	ea Event Permit" within 30	days of the event. Net proceed	s may be for political purpos	ses.)	
ame	Title	Telephone Number	E-mail Address		
	President and CEO	701.237.5050	kisley@unitedway	/cassclav.org	
ignature of Organization of Gro	yp's Top Official	Title	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Date	
F) (MG) 13	Leo	President and CEO		1 24.0	May 10, 2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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



Applying for (check one)								
Local Permit	Restricted Event							
Games to be conducted	Raffle by a Politic	al or Legislative Dis	trict Party					
Bingo X Raffle	Raffle Board	Calendar Raffle	Sports F	Pool	Poker*	Twenty-O	ne*	Paddlewheels*
*See Instruction 2 (f) on Page 2								mit per year.
LOCAL PERMIT I	RAFFLES MAY NOT BE	CONDUCTED ON	LINE AND CR	EDIT CARD	S MAY NOT BE US	ED FOR W	AGERS	
Name of Organization or Group				Dates of Ad	ctivity (Does not incl	ude dates f	or the sal	es of tickets)
Family Wellness LLC.				May, 18th				
Organization or Group Contact Per	rson		E-mail			Telephon	e Numbe	r
Jeffrey Dertinger		1	Jeffrey.derti	nger@san	fordhealth.org	701-234	-7294	
Business Address			City			State	ZIP C	ode
2960 Seter Parkway			Fargo	25		ND	58104	4
Mailing Address (if different)			City			State	ZIP C	ode
SITE INFO								
Site Name						County		
Scheels Arena	·					Cass Co		
Site Physical Address			City			State	ZIP C	
5225 31st Ave S			Fargo			ND	5810	4
Provide the exact date(s) & frequen	•	(Ex. Bingo every Fr.	iday 10/1-12/3	1, Raffle - 10	√30, 11/30, 12/31, e	itc.)		
Raffle prize drawing on Thurs	sday, May 18th 2023							
e e consecuent accessor a consecuent de la consecuent de								
PRIZE / AWARD INFO (If More Pri	izes, Attach An Additio							
Game Type		Descripti	ion of Prize			Exact	Retail Vai	lue of Prize
Raffle	Foodie Basket -	local restuarant	gift cards, c	ooking equ	uipment, etc.		\$350)
Raffle	Wellness Basket -	Gym bag, yoga r	nat, sweat to	owel, local	gift cards, etc.		\$350)
Raffle	Family Basket -	Smore's kit, bubl	oles, kids to	ys, local gi	ft cards, etc.		\$500)
				T	Total	\$		
				(limit \$	40,000 per year)	L [*]		
Intended Uses of Gaming Proceeds								
All proceeds will benefit our n							- well one	- Fould onli
Does the organization presently have the Office of Attorney General at 1-t		e? (If yes, the organi	ization is not ei	ligible for a id	ocal permit or resum	ited event p	ermit and	1 snouia caii
Yes X No								Y
Has the organization or group received not qualify for a local permit or restrict.		ermit from any city or	county for the	fiscal year	uly 1 - June 30 (If y	es, the orga	nization	or group does
Yes X No	lotou event ponting							
Has the organization or group received	ived a local permit from a	n city or county for t	he fiscal year	July 1 - June	30 (If yes, indicate	the total ref	all value	of all prizes
previously awarded) No Yes - Total Ret	toil \/aluar	(This amou	nt is nart of the	total prize li	mit for \$40,000 per	fiscal vear)		
Is the organization or group a state								complete
SFN 52880 "Report on a Restricted								
Yes X No		***************************************						
Printed Name of Organization Group	p's Permit Organizer	Telephone Nun		E-mail Ad	Idress	200	hadba.	116-0
Jeth Destinger	/	101-234-		75481	S. DEKITIAGE	- 342	10,01 60	441.919
Signature of Organization Group's P	^p ermit Organizer	Directo	020	peodlor	ddress G. DEKTINGE S	5/1	0/29	3

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APPLICATION FOR A LOCAL PERMIT OR RESTRIC
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SEN 0239 (4.2022)

					CK
NORTH	CATION FOR A LOCAL DAKOTA OFFICE OF AT G DIVISION (4-2023)	AL PERMIT OR RES TORNEY GENERAL	TRICTED EVENT PI	6a) 5/10/z
Applying for (check one)				4	
X Local Permit	Restricted Event P	ermit*			
Games to be conducted	Raffle by a Politica	l or Legislative District Party	· ·		
Bingo Ra	ffle Raffle Board X	Calendar Raffle Sports	Pool Poker*	Turant.	See* Deduction
	Page 2. Poker, Twenty-One, and	<u> </u>		Twenty-0	
LOCAL PL	ERMIT RAFFLES MAY NOT BE	CONDUCTED ONLINE AND C	REDIT CARDS MAY NOT BE L	t Permit, Oni USED FOR V	ly one permit per year. VAGERS
ORGANIZATION INFO Name of Organization or G					
Bethany Retirement Liv			Dates of Activity (Does not in 5/20/23 - 12/31/23	iclude dates	for the sales of tickets
Organization or Group Con		E-mail	3/20/23 - 12/3 1/23	T-1	
Grant Richardson			grichardson@bethanynd.org		ne Number
Business Address		City		701.478	
4255 30 Ave S		Fargo		State ND	ZIP Code 58104
Mailing Address (if different)	City		State	ZIP Code
201 University Dr S		Fargo		ND	58103
SITE INFO		-		IND	30103
Site Name				County	
Bethany Retirement Liv	ing			Cass	
Site Physical Address		City		State	ZIP Code
201 University Dr S / 42	55 30 Ave S	Fargo		ND	58103
RIZE / AWARD INFO (If Mo	ore Prizes, Attach An Additiona	l Sheet)			
Game Type		Description of Prize		Exact	Retail Value of Prize
50/50 raffle		cash			
			Total (limit \$40,000 per year)	\$	
standad Hass of Co	76		(mmi \$40,000 per year)	<u> </u>	
ntended Uses of Gaming Pro	rograms, and services to pr	ovide care for recidents of	Pothomy Dottermant Links		
oes the organization presen	tly have a state gaming license?	(If yes, the organization is not e	ligible for a local permit or restr	icted event n	ermit and should call
e Onice of Attorney Genera	l at 1-800-326-9240)	, , , , , , , , , , , , , , , , , , , ,	ngine for a local politic of local	iolod everit p	ennit and should call
Yes No	received a restricted event norm	it from any city or county for the	Secretary L. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		
r quality for a local periffic	received a restricted event perm restricted event permit)	iit from any city or county for the	riscal year July 1 - June 30 (If	yes, the orga	inization or group doe
Yes X No					
as the organization or group eviously awarded)	received a local permit from an o	city or county for the fiscal year	July 1 - June 30 (If yes, indicate	the total ret	ail value of all prizes
	al Retail Value:	(This amount is part of the	total prize limit for \$40,000 per	r fiscal vear)	
the organization or group a	state political party or legislative	district party? (If yes, the organi	zation or group may only sand	ıct a raffle ar	d must complete
Yes No	ricted Event Permit" within 30 da	ys or the event. Net proceeds m	ay be for political purposes.)		
me	Tal.	T= 1			
ant Richardson	Title Sr Exec - Development	Telephone Number	E-mail Address		
nature of Organization of G		701.478.8910	grichardson@bethanyn	1	
hmx Reit	alm	Sr Exec - Development &	Community Relations	Date	8/2





Site License Number (Attorney General Use Only)

Full, Legal Name of Gaming Organization	Har Post 762		
This organization is authorized to conduct games	of chance under the license granted by the N	orth Dakota Attorney General at	the following location
Street 202 Broodway V Beginning Date(s) Authorized Specific localish where games of chance will be conducted to conducting Raffle or Poker activity provide date(s) of the conducting Raffle or Poker activity provide	Main Bar te	County Cuss Number of Twenty-Or tables, If zero, enter "	°". <i>O</i>
RESTANDED THE OF THE OFFICE OF THE OFFICE OFFI	in each game type to be conducted. The Cit	al Control Manual and have the y/County can only approve the	e manual available se games at the site
Bingo ELECTRONIC Quick Shot Bingo Raffles ELECTRONIC 50/50 Raffle Pull Tab Jar Pull Tab Dispensing Device ELECTRONIC Pull Tab Device	Club Special Tip Board Seal Board Punchboard Prize Board Prize Board Dispensing Device	Sports Pools Twenty-One Poker Calcuttes Paddlewheel with Tick Paddlewheel Table	ets
Days of week of garning operations (if restricted)		Hours of gaming (if restricted	
If any information above is false, it is subje	act to administrative action on behalf of the Sta	te of North Dakota Office of Atto	rney General
	APPROVALS		ÿ.
Attorney General			Date
Signature of City/County Official			5/15/23
PRINT Name and official position of person signing or Steven Sprague/City Auditor			

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

Office of Attorney General Licensing Section 600 E Boulevard Ave, Dept. 125 Bismarck, ND 58505-0040





G	()
Ĩ	Site License Number
1	(Attorney General Use Only)

Full, Legal Name of Gaming Organization	00000 at 10			
targo Post 2 Baseball	Club			
This organization is authorized to conduct games or	f chance under the license (granted by the North D	akota Attorney General at t	he following location
Name of Location				
Herds and Horns				
Street	City	ZIP Code	County	
1414 12th Ave N	Fargo	58102	Cass	
Beginning Date(s) Authorized	Ending Date(s) Authorized		Number of Twenty-One	е .А
7/1/2023	6/30/2024		tables, if zero, enter "0	
Specific location where games of chance will be conduct	ted and played at the site (rec	quired)		
<i>E</i>	East Wall	1,60		
If conducting Raffle or Poker activity provide date(s) or n	nonth(s) of the event(s) if kno	wn		
REST	RICTIONS FOR CITY/O	COLINTY LISE ONL	v	
The organization must provide the City/County a	a list of game types include	ed in their Internal Co.	ntrol Manual and have the	manual available
upon request. The manual must throughly explain	each game type to be con	ducted. The City/Cou	nty can only approve thes	e games at the site.
ACTIVITY TO BE CONDUCTED Please check all applic	able games to be conducted	at site (required)		
Bingo	Club Special	[Sports Pools	
ELECTRONIC Quick Shot Bingo	Tip Board	Ī	Twenty-One	
Raffles	Seal Board	Ì	Poker	
ELECTRONIC 50/50 Raffle	Punchboard	ľ	Calcuttas	
Pull Tab Jar	Prize Board		Paddlewheel with Ticket	ts
Pull Tab Dispensing Device	Prize Board Dispensing Device Paddlewhe		Paddlewheel Table	
ELECTRONIC Pull Tab Device		Ļ	_	
Days of week of gaming operations (if restricted)		Н	ours of gaming (if restricted)	
			,	
If any information above is false, it is subject	to administrative action on	behalf of the State of N	orth Dakota Office of Attor	ney General
	APPROVAL	LS		
Attorney General			In.	ate
				uic
Signature of City/County Official				ate
				05/15/2023
PRINT Name and official position of person signing on be	half of city/county above			
Steven Sprague/City Auditor	. ,			
NSTRUCTIONS:				

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

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





	/
G -	///
	Site License Number
1	(Attorney General Use Only)

Calcuttas

Paddlewheel with Tickets

Paddlewheel Table

Hours of gaming (if restricted)

Full, Legal Name of Gaming Organization			
Fraser Ltd.			
This organization is authorized to conduct	games of chance under the l	icense granted by the North	Dakota Attorney General at the following locat
Name of Location			
Space Aliens			
Street	City	ZIP Code	County
1840 45TH Street S.	Fargo	58103	Cass
Beginning Date(s) Authorized	Ending Date(s) Aut	horized	Number of Twenty-One
7.1.2023	6.30.2024		tables, if zero, enter "0"
All locations throughout the bar po			
	RESTRICTIONS FOR	CITY/COUNTY USE O	NLY
			Control Manual and have the manual available tounty can only approve these games at the s
ACTIVITY TO BE CONDUCTED Please chec	k all applicable games to be cor	ducted at site (required)	
Bingo	Club Special		Sports Pools
ELECTRONIC Quick Shot Bingo	Tlp Board		Twenty-One
Raffles	Seal Board		Poker

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

Prize Board Dispensing Device

Punchboard

Prize Board

APPROVALS Attorney General Date Signature of City/County Official Date 05/15/2023

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

Steven Sprague/City Auditor

ELECTRONIC 50/50 Raffle

Pull Tab Dispensing Device

ELECTRONIC Pull Tab Device Days of week of gaming operations (if restricted)

Pull Tab Jar

INSTRUCTIONS:

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RETURN ALL DOCUMENTS TO:

Office of Attorney General Licensing Section 600 E Boulevard Ave, Dept. 125 Bismarck, ND 58505-0040





Full, Legal Name of Gaming Organization					
Fraser Ltd.	¥1				
This organization is authorized to conduct g	ames of chance under the license	granted by the North	Dakota Attorney General	at the following location	
Name of Location					
Golf Addiction					
Street	City	ZIP Code	County		
4474 23RD AVE S	Fargo	58103	Cass		
Beginning Date(s) Authorized	Ending Date(s) Authorize	d		Number of Twenty-One	
7-1-23	6-30-2024		tables, if zero, ente	r "0"	
Specific location where games of chance will be	· · ·	equired)			
All bar common areas, with the exce	eption of the restrooms.				
f conducting Raffle or Poker activity provide dat	e(s) or month(s) of the event(s) if kr	own			
N/A					
	RESTRICTIONS FOR CITY	COUNTY USE OF	NLY		
The organization must provide the City/C	County a list of game types inclu-	ded in their Internal C	Control Manual and have	the manual available	
upon request. The manual must throughly e			ounty can only approve the	nese games at the site.	
ACTIVITY TO BE CONDUCTED Please check a	-	d at site (required)			
Bingo	Club Special	Club Special Sp		Sports Pools	
ELECTRONIC Quick Shot Bingo	Tlp Board	Tlp Board		Twenty-One	
Raffles	Seal Board		Poker		
ELECTRONIC 50/50 Raffle	Punchboard		Calcuttas		
Pull Tab Jar	Prize Board	Prize Board		Paddlewheel with Tickets	
X Pull Tab Dispensing Device	Prize Board Dispensing Device Prize		Paddiewheel Table	Paddlewheel Table	
ELECTRONIC Pull Tab Device					
Days of week of gaming operations (if restricted)			Hours of gaming (if restricted	ed)	
If any information above is false, it is	subject to administrative action o	n behalf of the State o	f North Dakota Office of A	ttorney General	
	APPROVA	ALS			
Attorney General				Date	
Signature of City/County Official				Date	
<u> </u>				05/15/2023	
PRINT Name and official position of person signi	ng on behalf of city/county above				
Steven Sprague/City Auditor					

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RETURN ALL DOCUMENTS TO:

Office of Attorney General Licensing Section 600 E Boulevard Ave, Dept. 125 Bismarck, ND 58505-0040





G	()
Site	License Number	

Date

05/15/2023

NOR IN			(Autorney General Ose Only)
Full, Legal Name of Gaming Organiza	ation		
METRO SPORTS FOUNDATI	ON		
This organization is authorized to d	conduct games of chance under the	license granted by the N	lorth Dakota Attorney General at the following locat
Name of Location			
TWIN PEAKS			
Street	City	ZIP Code	County
1515 42ND ST S	FARGO	58103	CASS
Beginning Date(s) Authorized	Ending Date(s) A	uthorized	Number of Twenty-One
7/1/23	6/30/24		tables, if zero, enter "0"
Specific location where games of char			
MACHINES AND TABLES AR	RE PLAYED IN THE BAR ARE	EA, EXCEPT HALLW	AYS AND REST ROOMS
If conducting Raffle or Poker activity p	rovide date(s) or month(s) of the ever	nt(s) if known	
		8	
	RESTRICTIONS FOI	R CITY/COUNTY USE	ONLY
The organization must provide t	the City/County a list of game type	es included in their Interr	nal Control Manual and have the manual available
			ty/County can only approve these games at the s
ACTIVITY TO BE CONDUCTED Please		onducted at site (required)	
Bingo	Club Special		Sports Pools
ELECTRONIC Quick Shot Bing	o Tip Board		Twenty-One
Raffles	Seal Board		Poker
ELECTRONIC 50/50 Raffle	Punchboard		Calcuttas
Pull Tab Jar	Prize Board		Paddlewheel with Tickets
Pull Tab Dispensing Device	Prize Board Di	spensing Device	Paddlewheel Table
ELECTRONIC Pull Tab Device			
Days of week of gaming operations (if	restricted)		Hours of gaming (if restricted)
If any information above is fa	ulse, it is subject to administrative a	action on behalf of the Sta	ate of North Dakota Office of Attorney General
	API	PROVALS	
Attorney General			Date

INSTRUCTIONS:

Signature of City/County Official

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

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

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

RETURN ALL DOCUMENTS TO:

Office of Attorney General Licensing Section 600 E Boulevard Ave, Dept. 125 Bismarck, ND 58505-0040

Telephone: 701-328-2329 OR 800-326-9240

Steven Sprague/City Auditor





G-	/
·	· — \
Site Li	cense Number
(Attorney 6	General Use Only)

Full, Legal Name of Gaming Organization Special Olympics North Dakota					
This organization is authorized to conduct games of	chance under the license g	ranted by the North Da	ıkota Attorney General	at the following location	
Name of Location					
Rooter Bar					
Street	City	ZIP Code	County		
	Fargo	58102	Cass		
Beginning Date(s) Authorized	Ending Date(s) Authorized		Number of Twenty-	One •	
	6/30/2024		tables, if zero, ente		
Specific location where games of chance will be conducted	d and played at the site (req	uired)			
Entire Bar except restrooms					
If conducting Raffle or Poker activity provide date(s) or mo	onth(s) of the event(s) if know	'n			
RESTR	RICTIONS FOR CITY/C	OUNTY USE ONL	Y		
The organization must provide the City/County a	list of game types include	d in their Internal Cor	tro! Manual and have	the manual available	
upon request. The manual must throughly explain e			ity can only approve th	nese games at the site.	
ACTIVITY TO BE CONDUCTED Please check all applical	ble games to be conducted a	t site (required)			
Bingo	Club Special		Sports Pools	Sports Pools	
ELECTRONIC Quick Shot Bingo	Tip Board		Twenty-One	Twenty-One	
Raffles	Seal Board		Poker		
ELECTRONIC 50/50 Raffle	Punchboard	Ė	Calcuttas		
Pull Tab Jar	Prize Board		Paddlewheel with Tid	Paddlewheel with Tickets	
Pull Tab Dispensing Device	Prize Board Dispensing Device Pac		Paddlewheel Table	Paddlewheel Table	
ELECTRONIC Pull Tab Device		_			
Days of week of gaming operations (if restricted)		Ho	ours of gaming (if restricte	ed)	
If any information above is false, it is subject to	administrative action on t	ehalf of the State of N	orth Dakota Office of A	torney General	
	APPROVAL	S			
Attorney General				Date	
Signature of City/County Official					
agriatore of City/County Official				Date	
				05/15/2023	
PRINT Name and official position of person signing on behing Steven Sprague/City Auditor	alf of city/county above				

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RETURN ALL DOCUMENTS TO:

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



Full, Legal Name of Gaming Organization



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

Team Makers Club, Inc.				
This organization is authorized to conduct gan	nes of chance under the lic	ense granted by the N	orth Dakota Attorney	General at the following location
Name of Location	÷	3		
Fargo Dome				
Street	City	ZIP Code	County	
1800 N. University Drive	Fargo	58102	Cass	
Beginning Date(s) Authorized 7/1/23	Ending Date(s) Auth	orized		of Twenty-One zero, enter "0"
Specific location where games of chance will be co	onducted <u>and</u> played at the s	ite (required)		
Entire facility and Parking areas				
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s)) if known		
		We street the street to the st		
F	ESTRICTIONS FOR C	ITY/COUNTY USE	ONLY	
The organization <u>must</u> provide the City/Co				
upon request. The manual must throughly ex ACTIVITY TO BE CONDUCTED Please check all			y/County can only a	pprove these games at the site.
r		nucleo al sile (requireo)		-1-
Bingo	Club Special		Sports Poo	
ELECTRONIC Quick Shot Bingo	Tip Board		Twenty-Or	ne
Raffles	Seal Board		Poker	
ELECTRONIC 50/50 Raffle	Punchboard		Calcuttas	
Pull Tab Jar	Prize Board		Paddlewhe	eel with Tickets
Pull Tab Dispensing Device	Prize Board Dispe	nsing Device	Paddlewhe	eel Table
ELECTRONIC Pull Tab Device				
Days of week of gaming operations (if restricted)			Hours of gaming	(if restricted)
If any information above is false, it is su	bject to administrative acti	on on behalf of the Sta	te of North Dakota O	ffice of Attorney General
	APPR	OVALS		
Attorney General				Date
Signature of City/County Official			in in	Date
				05/15/2023
PRINT Name and official position of person signing Steven Sprague/City Auditor	on behalf of city/county abor	ve		h
NSTRUCTIONS:				

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

RETURN ALL DOCUMENTS TO:

Office of Attorney General Licensing Section 600 E Boulevard Ave, Dept. 125 Bismarck, ND 58505-0040





G	 ()	_
	icense Numbe		

Date	Team Makers Club, Inc. This organization is authorized to conduct game	s of chance under the li	cense granted by the No.	th Dakota Attornov Concrete	t the fallender lands
Street City Fargo S8102 Cass			solice granted by the Hol		t the following locatio
Beginning Date(s) Authorized Beginning Date(s) Beginning Beginni	Sanford Health Athletic Complex - Sch	eel's Arena (SHAC)			
Beginning Date(s) Authorized 7/1/23 Ending Date(s) Authorized 6/30/24 Ending Date(s) Authorized Ending Date(s) Authorized 6/30/24 Ending Date(s) Authorized Ending Date(s) Authorized Ending Date(s) Authorized 6/30/24 Ending Date(s) Authorized Ending Date(s) Ending Provide date(s) Ending	Street		ZIP Code	County	
Specific location where games of chance will be conducted and played at the site (required) Entire facility and Parking areas f conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known RESTRICTIONS FOR CITY/COUNTY USE ONLY The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required) Bingo Club Special Sports Pools ELECTRONIC Quick Shot Bingo Tip Board Pull Tab Jar Pull Tab Jar Pull Tab Jar Prize Board Prize Board Dispensing Device Prize Board Dispensing Device Type Board Dispensing Device Prize Board Dispensing Device Type Board Dispensing Device Prize Board Dispensing Device Type Board Dispensing Device Paddlewheel with Tickets Paddlewheel Table ELECTRONIC Pull Tab Device anys of week of gaming operations (If restricted) If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS Rafter APPROVALS Rafter R	1340 Administration Ave	Fargo	58102	14.50	
Specific location where games of chance will be conducted and played at the site (required) Entire facility and Parking areas f conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known RESTRICTIONS FOR CITY/COUNTY USE ONLY The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required) Bingo Club Special Sports Pools Type Board Poker ELECTRONIC Quick Shot Bingo Tip Board Poker ELECTRONIC 50/50 Raffle Punchboard Pull Tab Jar Prize Board Dispensing Device Paddlewheel with Tickets Paddlewheel with Tickets Paddlewheel Table ELECTRONIC Pull Tab Device ays of week of gaming operations (if restricted) If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS RINT Name and official position of person signing on behalf of city/county above		Ending Date(s) Aut	horlzed	Number of Twenty-0)ne
Find the facility and Parking areas f conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known RESTRICTIONS FOR CITY/COUNTY USE ONLY The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required) Bingo Club Special ELECTRONIC Quick Shot Bingo Tip Board Foker Poker Poker Poker Poker Poker Poker Polit Tab Jar Polit Tab Jar Prize Board Prize Board Dispensing Device Paddlewheel with Tickets Paddlewheel with Tickets Paddlewheel Table ELECTRONIC Pull Tab Device ays of week of gaming operations (if restricted) Hours of gaming (if restricted) If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS Torney General Date O5/15/2023		CA THE APPLACES OF			
RESTRICTIONS FOR CITY/COUNTY USE ONLY The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required) Bingo		ducted and played at the	site (required)	-	
RESTRICTIONS FOR CITY/COUNTY USE ONLY The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required) Bingo		460			
The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required) Bingo	f conducting Raffle or Poker activity provide date(s)	or month(s) of the event(s	s) if known		
The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required) Bingo					
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted. The City/County can only approve these games at the site ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required) Bingo	RE	STRICTIONS FOR	CITY/COUNTY USE	ONLY	
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required) Bingo	rne organization <u>must</u> provide the City/Cour upon request. The manual must throughly expl	ity a list of game types	included in their Interna	Control Manual and have the	he manual available
Bingo Club Special Sports Pools ELECTRONIC Quick Shot Bingo Tip Board Twenty-One Raffles Seal Board Poker ELECTRONIC 50/50 Raffle Punchboard Calcuttas Pull Tab Jar Prize Board Prize Board Paddlewheel with Tickets Pull Tab Dispensing Device Prize Board Dispensing Device Paddlewheel Table ELECTRONIC Pull Tab Device ays of week of gaming operations (if restricted) Hours of gaming (if restricted) If any Information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS RINT Name and official position of person signing on behalf of city/county above	ACTIVITY TO BE CONDUCTED Please check all ap	policable games to be con	ducted at site (required)	County can only approve the	ese games at the site
ELECTRONIC Quick Shot Bingo Raffles Seal Board Poker Calcuttas Pull Tab Jar Pull Tab Dispensing Device Prize Board Dispensing Device Pull Tab Device ays of week of gaming operations (if restricted) If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS Raffles Twenty-One Townty-One Poker Calcuttas Paddlewheel with Tickets Paddlewheel Table Paddlewheel Table Paddlewheel Table Paddlewheel Table Paddlewheel Table Paddlewheel Table Date APPROVALS Raffles Date 05/15/2023			active at one (regariou)	Sports Pools	
Raffles ELECTRONIC 50/50 Raffle Punchboard Punchboard Pull Tab Jar Pull Tab Dispensing Device Prize Board Dispensing Device Prize Board Dispensing Device Paddlewheel with Tickets Paddlewheel Table ELECTRONIC Pull Tab Device ays of week of gaming operations (If restricted) If any Information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS torney General gnature of City/County Official Date 05/15/2023	ELECTRONIC Quick Shot Bingo				
ELECTRONIC 50/50 Raffile Pull Tab Jar Pull Tab Dispensing Device Prize Board Dispensing Device Paddlewheel with Tickets Paddlewheel Table ELECTRONIC Pull Tab Device ays of week of gaming operations (If restricted) If any Information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS torney General Date O5/15/2023					
Pull Tab Jar Pull Tab Dispensing Device Prize Board Dispensing Device Prize Board Dispensing Device Prize Board Dispensing Device Paddlewheel Table ELECTRONIC Pull Tab Device ays of week of gaming operations (If restricted) If any Information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS Torney General Date O5/15/2023 RINT Name and official position of person signing on behalf of city/county above	\triangle			-	
Pull Tab Dispensing Device Prize Board Dispensing Device Paddlewheel Table ELECTRONIC Pull Tab Device ays of week of gaming operations (If restricted) If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS torney General Granture of City/County Official Date 05/15/2023	\triangle			Calcuttas	
ELECTRONIC Pull Tab Device ays of week of gaming operations (If restricted) If any Information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS torney General Date O5/15/2023 RINT Name and official position of person signing on behalf of city/county above				Paddlewheel with Tick	kets
If any Information above Is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS Iorney General Date O5/15/2023 RINT Name and official position of person signing on behalf of city/county above		Prize Board Dispe	ensing Device	Paddlewheel Table	
If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General APPROVALS Identity General Grature of City/County Official Date 05/15/2023 RINT Name and official position of person signing on behalf of city/county above	At any of the second se				
APPROVALS Iterative of City/County Official Date Date 05/15/2023 RINT Name and official position of person signing on behalf of city/county above	rays of week of gaming operations (If restricted)			Hours of gaming (if restricted	t)
APPROVALS Iterative of City/County Official Date Date 05/15/2023 RINT Name and official position of person signing on behalf of city/county above	If any information above in false it is multi-				
gnature of City/County Official Date 05/15/2023 RINT Name and official position of person signing on behalf of city/county above	any information above is false, it is subje	oct to administrative act	ion on behalf of the State	of North Dakota Office of Att	orney General
gnature of City/County Official Date 05/15/2023 RINT Name and official position of person signing on behalf of city/county above		APPR	OVALS		
gnature of City/County Official Date 05/15/2023 RINT Name and official position of person signing on behalf of city/county above	ltorney General				Date
05/15/2023 RINT Name and official position of person signing on behalf of city/county above					
RINT Name and official position of person signing on behalf of city/county above	gnature of City/County Official				Date
					05/15/2023
		behalf of city/county abo	ve		

- 1. City/County Retain a copy of the Site Authorization for your files.
- 2. City/County Return the original Site Authorization form to the Organization.
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RETURN ALL DOCUMENTS TO:

Office of Attorney General Licensing Section 600 E Boulevard Ave, Dept. 125 Bismarck, ND 58505-0040





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

Full, Legal Name of Gaming Organization				
Team Makers Club, Inc.				
This organization is authorized to conduct ga	imes of chance under the licer	ise granted by the North	n Dakota Attorney General	at the following location
Name of Location				
King Pinz				
Street	City	ZIP Code	County	
3485 Jack's Way	Fargo	58104	Cass	
Beginning Date(s) Authorized 7/1/23	Ending Date(s) Authori	zed	Number of Twenty	
	6/30/24		tables, if zero, ente	er "0" 1
Specific location where games of chance will be		(required)		
48 Lounge, Barron's, and bowling are				
If conducting Raffle or Poker activity provide date	(s) or month(s) of the event(s) if	known		
	RESTRICTIONS FOR CIT	Y/COUNTY USE O	NLY	
The organization <u>must</u> provide the City/Coupon request. The manual must throughly a	ounty a list of game types ind	luded in their Internal (Control Manual and have	the manual available
upon request. The manual must throughly e	Landicable games to be conduct	ted at site (ounty can only approve t	hese games at the site.
Bingo		ited at site (required)		
	Club Special		Sports Pools	
ELECTRONIC Quick Shot Bingo	Tip Board		Twenty-One	
Raffles	Seal Board		Poker	
ELECTRONIC 50/50 Raffle	Punchboard		Calcuttas	
Pull Tab Jar	Prize Board		Paddlewheel with T	ckets
Pull Tab Dispensing Device	Prize Board Dispensi	ng Device	Paddlewheel Table	
ELECTRONIC Pull Tab Device			h	
Days of week of gaming operations (If restricted)			Hours of gaming (if restrict	ed)
			,	,
If any information above is false, it is so	bject to administrative action	on behalf of the State of	of North Dakota Office of A	ttornev General
	APPRO			•
attorney General				Date
ignature of City/County Official				Date
				05/15/2023
RINT Name and official position of person signing Steven Sprague/City Auditor	on behalf of city/county above			
ISTRUCTIONS:				

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

RETURN ALL DOCUMENTS TO:

Office of Attorney General Licensing Section 600 E Boulevard Ave, Dept. 125 Bismarck, ND 58505-0040





	G
	Site License Number
- 1	(Attorney General Has Only)

Full, Legal Name of Gaming Organization	
Team Makers Club, Inc.	

This organization is authorized to conduct	games of chance under the I	icense granted by the No	orth Dakota Attorney General at the following location
Name of Location			Total at the following location
Lucky's 13 Pub			
Street	City	ZIP Code	County
4301 17th Ave. S.	Fargo	58103	Cass
Beginning Date(s) Authorized	Ending Date(s) Aut	horized	Number of Twenty-One
7/1/23	6/30/24		tables, if zero, enter "0"
Specific location where games of chance will be	e conducted and played at the	site (required)	
Entire lounge and dining area			
If conducting Raffle or Poker activity provide d	ate(s) or month(s) of the event(s) if known	
V-1			
	RESTRICTIONS FOR	CITY/COUNTY USE	ONLY
The organization must provide the City	County a list of game types	included in their Intern	al Control Manual and have the manual sucilable
ACTIVITY TO BE CONDUCTED Blaces about	explain each game type to	be conducted. The City	//County can only approve these games at the site
ACTIVITY TO BE CONDUCTED Please check		iducted at site (required)	
Bingo	Club Special		Sports Pools
ELECTRONIC Quick Shot Bingo	Tip Board		Twenty-One
Raffles	Seal Board		Poker
ELECTRONIC 50/50 Raffle	Punchboard		Calcuttas
Pull Tab Jar	Prize Board		Paddlewheel with Tickets
Pull Tab Dispensing Device	Prize Board Dispe	ensing Device	Paddlewheel Table
ELECTRONIC Pull Tab Device		v	
Days of week of gaming operations (if restricted)		Hours of gaming (if restricted)
	,		Trodito or garring (it restricted)
If any information above is false, it is	subject to administrative act	tion on behalf of the Stat	e of North Dakota Office of Attorney General
		ROVALS	and an analysis of the state of
attorney General			
encommentation of the comment of the			Date
ignature of City/County Official			
V VIII V			Date 05/15/2023
RINT Name and official position of person sign			05/15/2023

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

RETURN ALL DOCUMENTS TO:

Steven Sprague/City Auditor

Office of Attorney General Licensing Section 600 E Boulevard Ave, Dept. 125 Bismarck, ND 58505-0040





	G ()
1	Site License Number
	(Attorney General Use Only)

Full, Legal Name of Gaming Organization				
Team Makers Club, Inc.				
This organization is authorized to conduct games of	chance under the license g	ranted by the North [Dakota Attorney General	at the following location
Name of Location				
Frank's Lounge				
Street	City	ZIP Code	County	
2640 52nd Ave. S.	Fargo	58104	Cass	
Beginning Date(s) Authorized	Ending Date(s) Authorized		Number of Twenty	-One
7/1/23	6/30/24		tables, if zero, ente	
Specific location where games of chance will be conduct	ed and played at the site (req	ulred)		
Entire lounge and patio area				
If conducting Raffle or Poker activity provide date(s) or π	nonth(s) of the event(s) if know	٧n		
REST	RICTIONS FOR CITY/O	COUNTY USE ON	Y	
The organization must provide the City/County a	list of game types include	ed in their Internal Co	entrol Manual and have	the manual available
upon request. The manual must throughly explain	each game type to be con-	ducted, The City/Cοι	unty can only approve t	nese games at the site.
ACTIVITY TO BE CONDUCTED Please check all applica	able games to be conducted a	at site (required)		
Blngo	Club Special		Sports Pools	
ELECTRONIC Quick Shot Bingo	Tlp Board		Twenty-One	
Raffles	Seal Board	Ì	Poker	
ELECTRONIC 50/50 Raffle	Punchboard		Calcuttas	
Pull Tab Jar	Prize Board	Ì	Paddlewheel with Ti	ckets
Pull Tab Dispensing Device	Prize Board Dispensing D	evice	Paddlewheel Table	0.1010
ELECTRONIC Pull Tab Device] see a see a septembring s	L	1 addiewieej rabie	
Days of week of gaming operations (if restricted)		1	Jaura of samina (if read-lat-	
and the second of the second o		1	lours of gaming (if restricted	ea)
If any Information above is false, it is subject t	o administrative action on i	pehalf of the State of I	North Dakota Office of A	torney General
	APPROVAL			- Villa
Attorney General				Date
94				55.0
ignature of City/County Official				Date
				05/15/2023
RINT Name and official position of person signing on bel	nalf of city/county above			03/13/2023
Steven Sprague/City Auditor	1. any, and any above			

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

RETURN ALL DOCUMENTS TO:

Office of Attorney General Licensing Section 600 E Boulevard Ave, Dept. 125 Bismarck, ND 58505-0040

REPORT OF ACTION

Page 84

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(8)

Type: Memorandum of Understanding

Location:

Extraterritorial

Date of Hearing:

5/8/2023

Routing

Extratemional

Date

City Commission

5/15/2023

PWPEC File

X

Project File

Jody Bertrand

The Committee reviewed a communication from Division Engineer, Jody Bertrand, regarding a Memorandum of Understanding with Cass County for MS4 permits in extraterritorial (ET) areas.

Cass County completed an audit with the state of North Dakota reviewing their Municipal Separate Storm Sewer System (MS4) permit and the required compliance criteria. Through the audit, the State requested that the responsibilities of the County and the City be formally documented for the ET area of the City of Fargo. The County and City jointly compiled a Memorandum of Understanding (MOU) outlining the responsibilities for each jurisdiction.

Staff is seeking approval of the MOU with Cass County for the MS4 responsibilities of each jurisdiction within Fargo's ET area.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of the MOU with Cass County for the MS4 responsibilities within the City's ET area.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the MOU for storm water management with Cass County for the MS4 responsibilities within the City's ET area.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Developer meets City policy for payment of delinquent specials

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

Y	es	No	
	N/	Α	
-	N/		
	N/A	A	

COMMITTEE

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

ATTEST:

Present	Yes	No	Unanimous
			V
V	V	Γ	
V	マ	F	
V	V		
V	V	Г	Bruce Grubb
▽	V	Г	
⊽	JV	T	
V	V	Γ	
	Г		

Brenda E. Derrig, P.E.

City Engineer

C:

Kristi Olson



Engineering Department

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jody Bertrand, Division Engineer

Date: May 8, 2023

Re: Memorandum of Understanding (MOU) with Cass County for MS4 Extratemitorial

Responsibilities

Background:

Cass County completed an audit with the state of North Dakota reviewing their Municipal Separate Storm Sewer System (MS4) permit and the required compliance criteria. This permit allows for discharging of storm water to waters of the state by following the criteria established in the National Pollutant Discharge Elimination System (NPDES). Through that audit, the state requested that the responsibilities of the County and City be formally documented for the extraterritorial area of the City of Fargo. The County and City jointly compiled and reviewed the attached MOU outlining the responsibilities for each jurisdiction. Both entities had their respective attorneys review and comment on changes/modifications.

Recommendation:

Approve the Memorandum of Understanding (MOU) with Cass County for the MS4 responsibilities for each jurisdiction within Fargo's extraterritorial (ET) area.

MEMORANDUM OF UNDERSTANDING FOR STORM WATER MANAGEMENT

This Memorandum of Understanding ("MOU") is entered into between the City of Fargo, a North Dakota municipal corporation whose address is 225 Fourth Street North, Fargo, North Dakota 58102 ("City" or "Fargo"), and Cass County, North Dakota, a North Dakota political subdivision, whose address is 211 9th Street South, Fargo, North Dakota 58103 ("Cass County" or "County").

WHEREAS, North Dakota Century Code § 40-05.1-06 and Article 3 of Fargo's Home Rule Charter authorizes Fargo to enter into contracts; and

WHEREAS, North Dakota Century Code § 11-09.1-05 and Article 2 of Cass County's Home Rule Charter authorizes Cass County to enter into contracts; and

WHEREAS, City and Cass County wish to enter into this Agreement for the purpose of establishing the Parties' responsibilities with respect to Storm Water Management Program within the City of Fargo's Extraterritorial Jurisdiction.

NOW, THEREFORE, the Parties agree to clarify and describe in this Agreement the specific Storm Water Management Program tasks each Party will implement in the City of Fargo's Extraterritorial Jurisdiction.

A. Acronyms Used in this Agreement

- 1) BMP Best Management Practice
- 2) ESCP Erosion and Sediment Control Plan
- 3) ETJ Extraterritorial Jurisdiction
- 4) IDDE Illicit Discharge Detection and Elimination
- 5) MS4 Municipal Separate Storm Sewer System
- 6) SWMP Storm Water Management Program
- 7) SWPPP Storm Water Pollution Prevention Plan

B. Purpose

1) The Parties agree to work cooperatively with the goal of efficient and effective coordination to implement the City's Storm Water Management Plan in concert with the County's Storm Water Management Plan.

- 2) These cooperative efforts will address the implementation of the Program Elements and Best Management Practices ("BMPs") specified in the City's and County's respective Phase II MS4 General Permits that are relevant to the City's ETJ.
- 3) Sections B through G of this Agreement describe the specific tasks, coordination, and responsibilities of each Party and taken together demonstrate the intent of the Parties to effectively exercise their power and authority to meet the storm water management goals established in their respective Phase II MS4 General Permits.
- 4) Unless otherwise specifically noted, the Parties agree that this Agreement applies to the ETJ of the City of Fargo that is located within Cass County, North Dakota, and to no other areas in either's jurisdiction.

C. Public Education and Public Participation Program

1) <u>General.</u> The Parties agree to work cooperatively to implement certain public education, public outreach, public involvement, and public participation programs.

2) Education and Outreach.

- a) The Parties agree to continue to collaborate and cooperate regarding existing public education and outreach program efforts to improve environmental awareness by residents, and to periodically review, adjust, or expand these efforts to be effective and consistent with the respective storm water programs.
- b) The Parties agree to cooperate on regional training and outreach efforts to assist businesses and construction site personnel to improve compliance with Fargo/Cass County standards for development permits, construction Storm Water Pollution Prevention Plans ("SWPPPs"), and Erosion and Sediment Control Plans ("ESCPs").
- c) The Parties agree to share the content of existing storm water, SWPPP, and ESCP educational materials (with each Party bearing the reproduction costs for the materials it produces) and consultation resources.
- d) The Parties agree to consult with one another to assist on storm water related program content for each Party's storm water program websites and to include, as appropriate, hyperlinks to the other Party's website on each of its own program websites.
- e) The County agrees to include the City's storm water related materials and announcements in the County's broadcasts or website, if requested by the City.

D. Illicit Discharge Detection and Elimination

1) <u>General.</u> The Parties agree to work cooperatively to implement Illicit Discharge Detection and Elimination (IDDE) programs to reduce or eliminate illicit discharges to the MS4s and surface waters in the State.

2) Compliance Evaluations of Illicit Discharges.

- a) Fargo Cass Public Health (FCPH) acts as the liaison between the City of Fargo and the ND Department of Environmental Quality (NDDEQ). FCPH notifies the NDDEQ of reported spills which occur within city jurisdiction to allow for proper cleanup activities to occur which meet the NDDEQ standards and requirements. The City agrees to lead implementation of inspection duties and notify the NDDEQ for enforcement if illicit discharges are witnessed, identified or reported through public complaints. Corrective actions will be coordinated and completed by the responsible Parties.
- b) The County will report illicit discharge complaints or requests for assistance to the City and the NDDEQ, including mal-functioning on-site sewage facilities and problems regarding discharges associated with development subject to City-issued permits.
- c) The Parties agree to regularly share information on illicit discharges from commercial and industrial activities and facilities. Information shared will include inventories of such facilities and results from inspection and monitoring activities.
- d) The Parties will routinely exchange up-to-date lists of IDDE-related inspection staff contacts, including assigned roles and territories, whenever these lists are updated.

3) Emergency Response.

- a) The Parties agree to continue the implementation of the Emergency Management Plan to address discharges and dumping of oil, hazardous materials, or other pollutants.
- b) The County will maintain its lead role in emergency response to address discharges and dumping of oil, hazardous materials, or other pollutants on a County roadway, County right-of-way, or County-owned property. The City will coordinate with the applicable Cass County Emergency Services District personnel in accordance with the established Emergency Management Plan.
- c) If a spill occurs on private property, the property owner/responsible party would be responsible for taking action through NDCC 33.1-16-02.1-11(4).
- d) The Emergency Management Plan will be maintained by the Parties and will include staff contacts, telephone numbers for 24-hour access, assigned roles and territories, procedures for referral between the Parties, processes for updating contact lists, and convening periodic meetings.

4) IDDE Regulations.

- a) To the extent practicable in consideration of their respective regulatory authority and staff enforcement resources, the Parties will develop lists of allowable non-storm water discharges and conditions for discharges that are the same or similar.
- b) Any additional County IDDE regulations and programs implemented must be consistent with City IDDE codes and program activities.

5) IDDE Training.

- a) The City will develop an IDDE training program for city inspectors and staff, as described in the City's SWMP.
- b) To the extent practicable, the Parties agree to notify each other of opportunities for IDDE training, such that joint development and implementation of training sessions may be attained and cost effective, when appropriate.

E. Construction Development Permit Review and Inspection Programs

- 1) General. The Parties agree to work cooperatively to implement and enforce programs to reduce pollutants in storm water runoff from construction activities that result in land disturbance. The Parties agree to undertake efforts to develop and incorporate a subdivision storm water inspection and enforcement program into the single office review and joint city/county code of subdivision regulations as appropriate.
- 2) <u>Final Inspections.</u> The Parties agree to continue coordinated final inspections of new subdivisions.

3) Infrastructure Construction Inspection and Monitoring.

- a) The City agrees to continue a lead role in the Fargo ETJ on behalf of both Parties on review, inspection, and enforcement of ESCP and permanent BMPs on construction projects. These projects are still subject to applicable City and County subdivision and site plan permits.
- b) The Parties agree that public interest or other factors may result in the need for the additional involvement of the County for SWPPP/ESCP inspection of construction activities as requested.
- c) Based upon the nature of an issue and in consideration of the authority of each Party, staff of each Party will promptly refer the matter and share inspection-related information through agreed upon protocols and contacts.
- d) The Parties will each provide points of contact for receipt of data, information, or reports from the other Party, in an instance when there is insufficient evidence that a person has commenced a development activity with authorization from either the City of Fargo or Cass County.
- e) The Parties will routinely exchange up-to-date lists of inspection and related staff contacts, including assigned roles and territories, whenever these lists are updated.
- f) Following execution of this Agreement, the Parties will develop and implement

more detailed procedures for staff to follow in the ongoing implementation of this Section and this Agreement.

4) Construction Site Storm Water Controls Training.

- (a) The City will develop a construction site storm water controls training program for city inspectors and staff, as described in the City's SWMP.
- (b) To the extent practicable, the Parties agree to notify each other of opportunities for construction site storm water controls training for City and County inspectors and staff, such that joint development and implementation of training sessions may be attained, when appropriate.
- 5) The County agrees to notify the City of the staff contacts who wish to receive notice of draft revisions to technical standards.

F. Post-Construction Storm Water Management

1) <u>General.</u> The Parties agree to work cooperatively to develop, implement, and enforce programs to reduce post-construction pollutant discharges in storm water runoff from new development and redevelopment. The City of Fargo storm water requirements are outlined in the "Policy on Storm Water Discharge and Treatment Requirements" (as amended or adopted).

2) Permanent Water Quality Control Monitoring and Enforcement.

- (a) In the City ETJ, the County will continue its existing monitoring and enforcement program for permanent detention and water quality control structures.
- (b) For water quality control ponds that also serve as flood detention structures and where the detention structure is integral to a County roadway, the County will carry out the inspection and enforcement responsibilities for the combined structures.
- (c) For flood detention and water quality control structures associated with County land facilities, parks, and preserves, the County will lead in carrying out the inspection and enforcement responsibilities. If the City wishes to inspect such a structure, it will first provide advance notification to the County point of contact, to provide the County the opportunity for joint inspection.
- (d) The Parties agree to continue their outfall mapping and monitoring program, as described in both Parties' SWMP.
- (e) The Parties agree to cooperate in this effort where possible, including sharing information, MS4 map data, and records relating to specific water quality control and flood detention structures identified on site plans and design specifications as available, staff contacts, staff roles, staff territories, and the referral of cases between the Parties.
- (f) The Parties agree to coordinate to ensure comparable information is maintained in their respective pond database inventories in order to most- efficiently perform and coordinate the agreed-on responsibilities.

3) Structural Storm Water Controls Training.

(a) Each party will develop a structural storm water controls training program of

- structural best management practices constructed for areas of development and redevelopment for inspectors and staff, as described in the respective SWMP.
- (b) To the extent practicable, the Parties agree to notify each other of opportunities for structural site storm water controls training for inspectors and staff, such that joint development and implementation of training sessions may be attained, when appropriate.
- 4) <u>Maintenance of County Roads.</u> Until annexation by the City, the County will continue to maintain any accepted County road and right-of-way, in accordance with all related BMPs described in the County SWMP (Minimum Control Measure for Storm Water Pollution Prevention and Good House Keeping.)

G. Pollution Prevention (Good Housekeeping)

1) General. The Parties agree to work cooperatively to develop, implement, and enforce programs to reduce storm water pollution from open space maintenance, snow disposal, vehicle and building maintenance, land disturbances, and storm conveyance system maintenance plan.

2) Illegal Dumping Control.

- a) The Parties agree to continue to collaborate and cooperate regarding enforcement of illegal dumping as a source control.
- b) The Parties agree to share the content of existing illegal dumping education materials (with each Party bearing the reproduction costs for the materials it produces) and consultation resources.
- c) The County agrees to lead implementation of an inspection and enforcement program that identifies illegal dumping and seeks corrective actions by responsible Parties.
- d) The County will notify the NDDEQ and FCPH of illegal dumping activities.

H. Coordination and Reporting

Points of Contact.

- (a) The Parties agree to designate staff points of contact for each of the program areas listed above in Sections B through G to coordinate development and implementation.
- (b) This information shall include staff-assigned roles and territories, where appropriate.
- 2) The Parties agree to meet as needed to ensure program coordination.

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

1. Dispute Resolution.

- a. Fargo and Cass County will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the elements identified in this MOU which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the Parties concerning this Agreement and for the scheduling of maintenance and repairs.
- b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the Parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.
- 2. <u>Term.</u> The term of this Agreement will be twenty (20) years, with an expiration date of December 31, 2040. This Agreement will automatically renew for successive periods of twenty (20) years unless the City has taken over the responsibility of these roadways pursuant to this Agreement.
- 3. Release and Waiver. In consideration of the mutual promises of the Parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this MOU and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that Parties', agents, employees or designees work pursuant to this MOU, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this MOU.
- 4. <u>Notice</u>. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo ATTN: City Auditor Fargo City Hall 225 Fourth Street North Fargo, ND 58102 If to Cass County:

ATTN: County Administrator 211 9th Street South Fargo, ND 58103

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

- 5. <u>Time is of the Essence</u>. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.
- 6. Entire Agreement. This MOU constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the Parties.
- 7. <u>Amendments</u>. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
- 8. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this MOU, or the right to enforce each and every term of this MOU.
- 9. <u>Remedies</u>. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties under and pursuant to this MOU.
- 10. <u>Binding Effect</u>. All covenants, agreements, warranties, and provisions of this MOU will be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.
- 11. <u>Governing Law</u>. This MOU has been made and entered into under the laws of the State of North Dakota and said laws will control its interpretation. Any litigation arising out of this MOU will be brought in the venue of State District Court in Cass County, North Dakota, and the Parties waive any objection to venue or personal jurisdiction.
- 12. <u>Rules of Construction</u>. The Parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of

- construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this MOU.
- 13. <u>Representation</u>. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other Parties.
- 14. <u>Headings</u>. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.

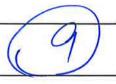
(Signatures appear on the following pages)

Dated this	_ day of April 2023.	
		CITY OF FARGO, NORTH DAKOTA, a municipal corporation
	*	Ву:
ATTEST:		Dr. Timothy J. Mahoney, M.D., Mayor
Steve Sprague,	City Auditor	

Dated this day of April 2023.	
	CASS COUNTY, NORTH DAKOTA
	Chad M. Peterson, Board Chairman
ATTEST:	
Brandy Madrigga, Finance Director	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Project No.

NR-23-A0

Type: Contract Amendment #1

Location:

LS #47 & #48

Date of Hearing:

5/8/2023

Routing

City Commission

5/15/2023 X

PWPEC File Project File

Nathan Boerboom

Date

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, related to Contract Amendment #1 submitted by Houston Engineering in the amount of \$310,500.00 for additional work.

Staff is recommending approval of Contract Amendment #1 in the amount of \$310,500.00, bringing the total contract amount to \$800,500.00.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #1 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #1 in the amount of \$310,500.00, bringing the total contract amount to \$800,500.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:			
Recommended source of funding for project:	Flood Sales Tax		 :
		Yes	No
Developer meets City policy for payment of delinquent specials		N/A	
Agreement for payment of specials required of developer		N/A	4
Letter of Credit required (per policy approved 5-28-13)		N/A	4

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

17 m | 17 V 1 1 17 1 7 7 1 1 7 |--

No

Unanimous

Yes

ATTEST:

COMMITTEE

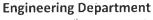
Brenda E. Derrig, P.E.

City Engineer

Present

C:

Kristi Olson



Page 8 THE CITY OF FAR MORE

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101 Email feng@FargoND.gov www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Nathan Boerboom

Division Engineer

Date:

May 3, 2023

Subject:

Contract Amendment #1

Storm Sewer Lift Stations #47 & #48 Reconstruction - Project #NR-23-A0

Design of the above mentioned project has been completed and bids were recently accepted for the construction of it. During the design of the project, Houston Engineering was required to spend additional time on various components of the design that were not part of their original scope of work. These additional items were requested by City staff and were not anticipated as being required during the original development of the scope of work for this project. A full description of these additional items can be seen within Task 1 on the attached amendment submitted by Houston Engineering.

In addition to the extra time spent on the design of the project, it is also necessary to increase Houston Engineering's budget for construction administration, observation, surveying and construction materials testing. This is necessary since the scope of work that was included within the original RFP specified that the construction duration for this project to be 24 weeks since it was anticipated that these two lift stations could be constructed within one construction season. However, during design, and due to the current availability of local contractors, it was determined that the construction of this project should be spanned over two construction seasons. Due to this change, we are proposing to amend Houston Engineering's contract to an assumed construction duration of 56 weeks, instead of the previously planned 24 weeks. A full breakdown of the anticipated hours is provided by Houston Engineering within Task 2 of the attached amendment.

The following are the tasks where budget amendments are being requested:

- Task 6 (Design & Plan Preparation) Increase of \$25,500
- Task 7 (Construction Administration, Observation and Survey) Increase of \$278,000
- Task 8 (Construction Material Testing) Increase of \$7,000

If approved, the following will be the revised contract amounts for those tasks:

- Task 6 (Design & Plan Preparation) \$113,000
- Task 7 (Construction Administration, Observation & Survey) \$487,000
- Task 8 (Construction Material Testing) \$42,000

Recommended Motion:

Approval of Contract Amendment #1 for NR-23-A0, the Storm Sewer Lift Stations #47 & #48 Reconstruction, in the amount of \$310,500.00 to Houston Engineering.

Fargo Corporate Office



701.237.5065



701.237.5101

1401 21st Avenue North Fargo ND 58102



ENGINEERING SERVICES AGREEMENT

AMENDMENT NO. 1

Project:

City of Fargo Project No. NR-23-A0

Lift Station #47 and #48 Reconstruction

(Interstate 29/38th Street South and Drain 27)

HE Project No. 6059-0193

Client:

City of Fargo Engineering

225 4th St N

Fargo, ND 58102 Phone (701) 241-1545

Location

of Project:

City of Fargo, Cass County, North Dakota

Description

of Work:

This contract amendment addresses additional services provided as a result of design changes completed during project development and additional hourly construction services anticipated as a result of changes to the construction schedule.

The additional services associated with the project detailed in this amendment are based on the following general breakdown of tasks and subtasks.

The project had an initial contract value of \$490,000. An amendment to the contract is requested for consideration equal to the estimated cost to complete the project less the existing contract value:

Task 1 - Services During Project Development - \$25,500 Total

Subtask 1.1 - City Pond Analysis

At the request of the City, HEI analyzed the City's existing stormwater detention pond adjacent to the City's road maintenance facility west of the project to evaluate benefits of potential pond expansion.

The additional cost to complete **Subtask 1.1** is \$5,200.

÷ 701,323,0200 ÷ 701,323,0300

Maple Grove 763,493,4522 763,493,5572

701.852.7931

701.858.5655

Thief River Falls

218,681,2951

218 681 2987



Subtask 1.2 - West Area Addition

During project development, additional improvements were added to the west of lift station 48, including additional storm sewer, valley gutter, grading, and culvert removals. HEI also evaluated the adjacent landowners future potential to connect to the added storm sewer.

The additional cost to complete **Subtask 1.2** is \$6,700.

Subtask 1.3 - Lift Station #48 Revisions

Structural analysis and design costs were incurred to accommodate a change in structure geometry and dewatering pump location during project development.

The additional cost to complete **Subtask 1.3** is \$4,800.

Subtask 1.4 - Miscellaneous

Additional unexpected costs were incurred to complete various unforeseen tasks, including, but not limited to, inlet/slab design in interstate ditches per NDDOT request, sanitary forcemain bypass planning, ARV MH design, incorporation of a 2nd stockpile/contractor laydown site into the contract documents, evaluation of culverts in lieu of inlets in interstate ditches, additional sloped pavement and grading options at lift station #48 per property owner request, and additional easement exhibit revisions.

The original project schedule had final design plans being completed in 2022. Project delays due to the easement acquisition process pushed the final design into 2023. Our original project budget was based on our 2022 hourly rates. We are requesting additional budget for work completed in 2023 for increases in our standard hourly rates.

The additional cost to complete **Subtask 1.4** is \$8,800.

Task 2 - Services During Construction - \$285,000 Total

Subtask 2.1 – Construction Administration/Closeout

The revisions to this task result from the discrepancy between the assumed construction timeline in the initial project scope, and the construction timeline as currently laid out in the bid document contract milestones. The assumed construction timeline in the initial scope was 24 weeks with construction being completed in 2023. The currently proposed construction timeline spans 2 construction seasons (2023/2024) with an expected 3-month construction hiatus in the winter between the 2 seasons for a total of 56 weeks. In order to develop an estimated cost for



construction administration, HEI assumed various levels of RPR effort (hours per week) would be required. An assumed breakdown is provided in bulleted format below. This would include RPR services along with additional in-office engineering assistance, submittal review, private utility coordination, change management, construction progress reports and progress payments. Also included in this subtask is assisting the City with expected SRF loan requirements, including AIS certification and contractor payroll reviews. While the initial scope assumed 40 RPR hours in a full time week, this amendment assumes 50 RPR hours in a full time week, as is more common on a project of this scale, and is currently being realized on the City's adjacent and similar FM-22-C1 project.

- 36 full time weeks (50 hours/week) and 20 part time weeks (10-30 hours/week)
 - Full time observation (50 hours/week) will be required for June-October, 2023 (20 weeks).
 - Part time observation (30 hours/week) will be required for November, 2023 (4 weeks).
 - Construction activities will cease from December, 2023 through February, 2024
 - Part time observation (20 hours/week) will be required for March and April, 2024 (8 weeks).
 - Full time observation (50 hours/week) will be required for May-August, 2024 (16 weeks).
 - Part time observation (10 hours/week) will be required for September and October, 2024 (8 weeks).
 - Similar to RPR time requirements, time requirements for in-office project administration are expected to vary by month and are assumed to follow the schedule noted above. For months where full-time observation is assumed, it is assumed that 10 hours per week of in-office project administration will be required. This assumed number of hours is prorated for part-time weeks.

The additional cost to complete **Subtask 2.1** is \$278,000.

Subtask 2.2 – Construction Materials Testing

Additional materials testing is expected to account for more proposed concrete pavement than expected, including the valley gutter and inlet aprons in the interstate right of way.

The additional cost to complete **Subtask 2.2** is \$7,000.



Basis of Proposal

This amendment only covers the services as described above. Specifically, the amendment includes additional tasks due to changes completed during project development, and a revised estimate for construction services. These services will continue to be provided on an hourly basis as per the original contract. This additional fee is estimated to cover the costs of revised Lift Station #47 and Lift Station #48 project extents as shown in the construction plans, with additional amendments required for additional work outside of these extents.

Fee:

The total fee to complete the above-described tasks is \$310,500. An amendment to the contract is requested for consideration equal to the cost to complete the additional work. Additional work required beyond the scope listed above will be billed at our current hourly rates. Tasks will be performed in accordance with our current hourly rates in the year services are provided.

Contract Summary Table

Contract Element	Fee	Status
Initial Contract: Project Development, Construction Administration, Inspection, Survey, and Quality Control Testing	\$490,000	Complete
Proposed Contract Amendment 1: Additional Project Development Tasks	\$25,500	In Progress
Proposed Contract Amendment 1: Modified Construction Administration Schedule	\$285,000	In Progress
Total	\$800,500	

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.



Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:	Proposal: Houston Engineering, Inc.
Client: City of Fargo	1 1
Signature:	Signature: / ferry Bert
Title:	Title: Vice President
Date:	Date: 4/28/7023

COVER SHEET CITY OF FARGO PROJECTS



This sheet must be completed and turned in with <u>all</u> City of Fargo projects. <u>NO</u> 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.	<u>UN-23-B</u>			
	Call For Bids	May 15		2023
	Advertise Dates	May 24, 31 & June 7		2023
	Bid Opening Date	June 21		2023
	Substantial Completion Date	June 15		2024
	Final Completion Date	July 15		2024
N/A	PWPEC Report (Part of	2023 CIP)		
<u> </u>	Engineer's Report (Attac	ch Copy)		
x	Direct City Auditor to Ad	vertise for Bids		
X	Bid Quantities (Attach C	Bid Quantities (Attach Copy for Auditor's Office Only)		
N/A	Notice to Property Owne	ers (Dan Eberhardt)		
N/A	Supplemental Funding L	anguage Included		
Project Enginee	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)



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 the 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 \$1,180,582.50. The cost breakdown is as follows:

onstruction Cost		\$1,180,582.50
ees		
Admin	4%	\$47,223.30
Contingency	10%	\$118,058.25
Engineering	6%	\$70,834.95
Interest	4%	\$47,223.30
Legal	3%	\$35,417.48
otal Estimated Cost		\$1,499,339.78
unding		
Utility Funds - Wastewater - 521	100.00%	\$1,499,339.78

liscellaneous 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%	\$1,597,239.78
Total Estimated Project Cost		\$1,597,239.78

This project does not have any alternate or optional containers.

We believe this project to be cost effective.

PROFESSIONAL TOM TOM PE-10059
DATE: S 10 23

Thomas Knakmuhs, PE Assistant City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-23-G1

Type: 2023 CIP Revision

Location:

Various locations

Date of Hearing:

5/8/2023

Routing

City Commission

<u>Date</u> 5/15/2023

PWPEC File Project File

X Tom Knakmuhs

The Committee reviewed a communication from Assistant City Engineer, Tom Knakmuhs, regarding a recommendation to add Improvement District PR-23-G1 to the 2023 CIP.

When approved by City Commission on December 12, 2022, the 2023 CIP included a single mill and overlay project (PR-23-E1). The project that was created was smaller than what was originally approved and we were fortunate to have bids come in even lower than estimated. Due to this, the Engineering Department is recommending the addition of a second mill and overlay project (PR-23-G1) to the 2023 CIP. The new project (PR-23-G1) will address the poor condition of three roadways.

- Section 1 42nd Street South from Main Avenue to 13 ½ Avenue South
- Section 2 17th Avenue South from 45th Street to 42nd Street
- Section 3 27th Avenue South from 25th Street to University Drive

The estimated cost of construction for PR-23-G1 is \$1.43M and the total project cost including markups and contingency is \$1.8M. The project will be equally funded by Special Assessments (\$900,000) and Infrastructure Sales Tax (\$900,000).

Staff is recommending the addition of PR-23-G1 to the 2023 CIP

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend the addition of PR-23-G1 to the 2023 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and add Improvement District No. PR-23-G1 to the 2023 Capital Improvement Plan.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments and Sales Tax

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

COMMITTEE

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

ATTEST:

Present Yes No Unanimous V Y V 1 V V V Bruce Grubb V V V V V V

Brenda E. Derrig, P.E. City Engineer



FAR MORE

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 Fax: 701.241.8101

Email feng@FargoND.gov www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Tom Knakmuhs, Assistant City Engineer

Date:

May 1, 2023

Re:

Addition of PR-23-G1 to the 2023 CIP

Background:

When approved by City Commission on December 12, 2022, the 2023 CIP included a single mill and overlay project (PR-23-E1). As approved, this project had an estimated construction cost of \$5.5M and a total project cost, after markups and contingency, of \$6,930,000. In accordance with the Infrastructure Funding Policy, the project was to be equally funded by Special Assessments (\$3,465,000) and Infrastructure Sales Tax (\$3,465,000).

Ultimately the project that was created was smaller than what was originally approved (engineer's estimate was \$4.5M) and we were fortunate to have bids come in even lower (low bid \$3.77M). This project, after markups and contingency, will be funded as follows; \$2,377,312 in Special Assessments, \$79,418 in Storm Water Utility, and \$2,297,894 in Infrastructure Sales Tax.

Because the overall cost of PR-23-E1 ended up being lower than originally anticipated, the Engineering Department is recommending the addition of a second mill and overlay project (PR-23-G1) to the 2023 CIP. This new project (PR-23-G1) will address the poor condition of three roadways.

- Section 1 42nd Street South from Main Avenue to 13 1/2 Avenue South
- Section 2 17th Avenue South from 45th Street South to 42nd Street South
- Section 3 27th Avenue South from 25th Street South to University Drive South

The estimated cost of construction for PR-23-G1 is \$1.43M and the total project cost, including markups and contingency, is \$1.8M. This project will be equally funded by Special Assessments (\$900,000) and Infrastructure Sales Tax (\$900,000). The amount of Infrastructure Sales Tax anticipated to be used for these two mill and overlay projects (PR-23-E1 and PR-23-G1) will be less than what was originally approved by City Commission for the 2023 CIP.

Recommended Motion:

Approve the addition of PR-23-G1 into the 2023 CIP.



Engineering Department

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101 Email feng@FargoND.gov

www.FargoND.gov

May 5, 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-23-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-23-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.

<u>RECOMMENDED MOTION</u>: I/we hereby move to approve and authorize purchase of a permanent easement from Lee Olsen and Edie Holcomb, as Trustees of the Olsen and Holcomb Living Trust Dated May 6, 2013 in association with Improvement District #BN-23-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

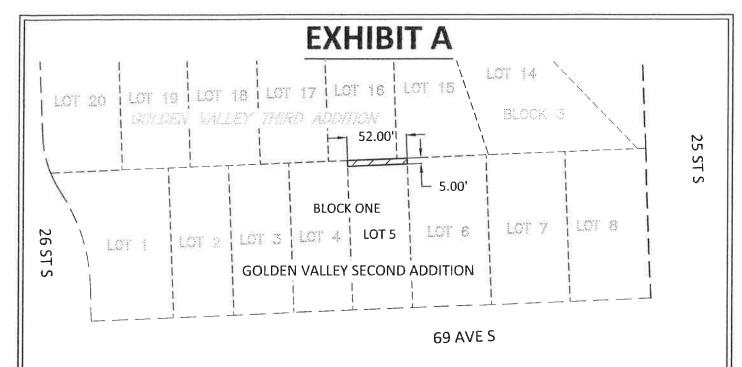
Shawn G. Bullinger

Land Acquisition Specialist

C: Matt Jennings Nancy J. Morris

Project	County		Parcel(s)	
BN-23-C1	Cass		01-8722-00050-000	
Landowner Lee Olsen and Edie H	lolcomb, Trustees of th	ne Olsen and H	lolcomb Living Trust D	ated May 6, 2013
Mailing Address 2561 69th Ave S				, , , , ,
The following-described real or project purposes:	property and/or rela	ated tempora	ry easement areas a	are being acquire
See Exhibit A				
, as right of way agent for offer the following amount of emporary taking of the fores has been established throug City of Fargo Minimum Paym	f \$3,650.0 aid parcels and all da gh one of the followi	images incide ing, Basic Da	as full compensatio ental thereto. The offe ata Book, Certified A	n for the fee and r set forth
Improve	nt and Access Cor ments on Right of W es to Remainder Total	Ψ_	3,650.00	3,650.00
Description of Damages to F	Remainder are as folk	ows:	¥	-
is a	n remes so a ra-	4 64 A = TO		ž = -
July Owner Signature ignature hereby constitutes acceptance of	offer as presented above.	Shawn G. I Land Acquisit	Bullinger ion Specialist, City of Fargo	
Edie L. Ibleomb	*)			
wner Signature gnature hereby constitutes acceptance of	offer as presented above.	Fargo City approves ti	Commision has considered he same:	d the offer and
		Timot	hy J. Mahoney	
	(0)	SIGNATURE		

DATE

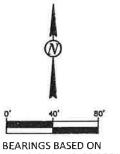


Description:

A 5.00 foot wide strip of land in Lot 5, BLOCK ONE of GOLDEN VALLEY SECOND ADDITION in the Northeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as follows:

The northerly 5.00 feet of said Lot 5.

Said strip contains 260 square feet, more or less.



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

ENGINEERING DEPT.

LEGEND NEW I

NEW EASEMENT RIGHT-OF-WAY

---- LOT LINE

--- EXISTING EASEMENT





LOT 5, BLOCK ONE, GOLDEN VALLEY SECOND ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: MARCH 14, 2023

SHEET 1 OF 1

PERMANENT EASEMENT (Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that LEE OLSEN AND EDIE HOLCOMB, as TRUSTEES OF THE OLSEN AND HOLCOMB LIVING TRUST DATED MAY 6, 2013, 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 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:

A 5.00 foot wide strip of land in Lot 5, BLOCK ONE of GOLDEN VALLEY SECOND ADDITION in the Northeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as follows:

The northerly 5.00 feet of said Lot 5.

Said strip contains 260 square feet, more or less.

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.

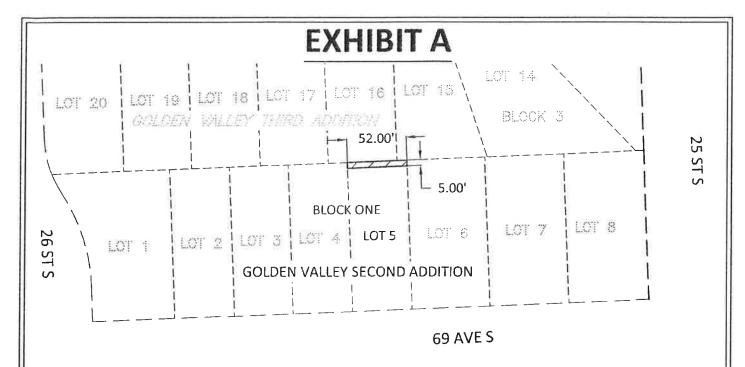
(Signatures on following page.)

(SEAL)

IN WITNESS WHEREOF, Grantor has set is executed this 5 th day of May, 2023.	its hand and caused this instrument to be
	GRANTORS: Olsen and Holcomb Living Trust dated May 6, 2013 Lee Olsen, Trustee of the Olsen and Holcomb Living Trust dated May 6, 2013
	Edie L. Afoltomb Edie Holcomb, Trustee of the Olsen and Holcomb Living Trust dated May 6, 2013
STATE OF NORTH DAKOTA) ss. COUNTY OF CASS) On this 5 day of 2023, before state, personally appeared Lee Olsen and Edie Holcor Trust dated May 6, 2013 to me known to be the personal foregoing instrument, and acknowledged to me the	sons described in and who executed the within
SHAWN G. BULLINGER Notary Public State of North Dakota My Commission Expires May 18, 2025	Notary Public Coss County North Dakota

Cass County, North Dakota

executed this day of, 2	023.
	GRANTEE:
	City of Fargo, a North Dakota municipal corporation
	Timothy J. Mahoney, M.D., Mayor
ATTEST	
Steven Sprague, City Auditor	
STATE OF NORTH DAKOTA)) ss. COUNTY OF CASS)	
and state, personally appeared TIMOTHY me known to be the Mayor and City Audi North Dakota, the municipal corporation	23, before me, a notary public in and for said county J. MAHONEY, M.D. and STEVEN SPRAGUE, to itor, respectively, of the City of Fargo, Cass County, described in and that executed the within and foregoing said municipal corporation executed the same.
(SEAL)	Notary Public Cass County, ND My Commission expires:
The legal description was prepared by: Brent W. Wacha, LS-5068 City of Fargo, Engineering Department, 225 4th Street North Fargo, ND 58102 701-241-1545	This document was prepared by: Nancy J. Morris City Attorney Serkland Law Firm 10 Roberts Street Fargo, ND 58102 701-232-8957 nmorris@serklandlaw.com

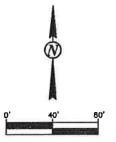


Description:

A 5.00 foot wide strip of land in Lot 5, BLOCK ONE of GOLDEN VALLEY SECOND ADDITION in the Northeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as follows:

The northerly 5.00 feet of said Lot 5.

Said strip contains 260 square feet, more or less.



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

NEW EASEMENT
RIGHT-OF-WAY
LOT LINE
EXISTING EASEMENT



FATTOO FAR MORE SING DEPT.

PERMANENT EASEMENT

LOT 5, BLOCK ONE, GOLDEN VALLEY SECOND ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ APPROVED BY: BWV

DATE: MARCH 14, 2023

SHEET 1 OF 1





Engineering Department 225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101 Email feng@FargoND.gov

www.FargoND.gov

April 28, 2023

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

Re: Temporary Access Easements – Improvement District #BR-23-C1

Dear Commissioners:

Accompanying for City Commission review and approval are (2) original temporary access easements with JASL, LLC and 303 Broadway, LLC in association with Improvement District #BR-23-C1.

RECOMMENDED MOTION:

Approve temporary access easements with JASL, LLC and 303 Broadway, LLC.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Land Acquisition Specialist

C: Rick Larson

TEMPORARY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that JASL, LLC, a North Dakota limited liability company, its successors and assigns, 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, and 303 BROADWAY, LLC, a North Dakota limited liability company, its successors and assigns, hereinafter referred to as "Grantees", a temporary access easement for ingress and egress, over and upon the land hereafter described. The access easement tract of land being more particularly described as follows:

The North 20.00 feet the West 65.00 feet of the following described tract of land: All of Block Fifteen in Roberts' Second Addition and the Easterly Eight feet of Block Eighteen of said Roberts' Second Addition, said Eight feet measured perpendicular and parallel to the East line of said Block Eighteen, together with all of vacated Ninth Street North lying between Blocks Fifteen and Eighteen of Roberts' Second Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 1300 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantees that Grantees' 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 it will not disturb, injure, molest or in any manner interfere with the access provided herein, and 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 access.

Said temporary access easement shall expire on December 1, 2023 or at completion of the project, whichever occurs first.

(Signatures on following pages.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 19th day of April 2023.

GRANTOR:

JASL, LLC

a North Dakota limited liability company

STATE OF NORTH DAKOTA

) ss.

COUNTY OF CASS

On this 19th day of April, 2023, before me, a notary public in and for said county and state, personally appeared Justin Arness, the President of JASL, LLC, a North Dakota limited liability company to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

ANNA ERICKSON **Notary Public** State of North Dakota My Commission Expires June 23, 2025

Notary Public

Cass County, North Dakota

ma Wickson

IN WITNESS WHEREOF, Grantee set its hand and caused this instrument to be executed this 28 day of AP211, 2023.

GRANTEE:

303 Broadway, LLC a North Dakota limited liability company

Its: President

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

On this 28 day of 1941, 2023, before me, a notary public in and for said county and state, personally appeared 2022, the 2421 of 303 Broadway, LLC, a North Dakota limited liability company to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

SHAWN G. BULLINGER Notary Public State of North Dakota My Commission Expires May 18, 2025

Notary Public Cass County, North Dakota

IN WITNESS WHEREOF, Gr	antee set its hand and caused this instrument to be
executed this day of, 20	023.
	City of Fargo, a North Dakota municipal corporation
ATTEST	Dr. Timothy J. Mahoney, M.D., Mayor
Steven Sprague, City Auditor	
On this day of, and state, personally appeared DR. TIN to me known to be the Mayor and City North Dakota, the municipal corporation	ss. 2023, before me, a notary public in and for said county MOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, Auditor, respectively, of the City of Fargo, Cass County, on described in and that executed the within and foregoing nat said municipal corporation executed the same.
(SEAL)	Notary Public Cass County, ND My Commission expires:
The legal description was prepared by: City of Fargo, Engineering Department 225 4th Street North Fargo, ND 58102 701-241-1545	This document was prepared by: Nancy J. Morris City Attorney Serkland Law Firm 10 Roberts Street North Fargo, ND 58102 701-232-8957 nmorris@serklandlaw.com

TEMPORARY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that 303 BROADWAY, LLC, a North Dakota limited liability company, its successors and assigns, 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, and JASL, LLC, a North Dakota limited liability company, its successors and assigns, hereinafter referred to as "Grantees", a temporary access easement for ingress and egress, over and upon the land hereafter described. The access easement tract of land being more particularly described as follows:

The North 20.00 feet the East 185.00 feet of the following described tract of land: All of Block Eighteen, except the West Seven and one-half feet of Lots Six, Seven, Eight and Nine, in Block Eighteen, acquired by the City of Fargo for street purposes, of Roberts' Second Addition to the City of Fargo, except the Easterly Eight feet of said Block Eighteen, of said Roberts' Second Addition, said Eight feet measured perpendicular and parallel to the East line of said Block Eighteen, of Roberts' Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Said tract contains 3700 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantees that Grantees' 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 it will not disturb, injure, molest or in any manner interfere with the access provided herein, and 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 access.

Said temporary access easement shall expire on December 1, 2023 or at completion of the project, whichever occurs first.

(Signatures on following pages.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 24 day of Apon 2023.

GRANTOR:

303 Broadway, LLC a North Dakota limited liability company

By:

Its: PERIDENT

Cass County, North Dakota

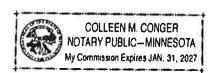
STATE OF NORTH DAKOTA

) ss.

COUNTY OF CASS

On this day of day

(SEAL)



IN WITNESS WHEREOF, Grantee set its hand and caused this instrument to be executed this 21 day of April, 2023.

GRANTEE:

JASL, LLC

a North Dakota limited liability company

By:≝

Its: President

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

On this <u>27th</u> day of <u>April</u>, 2023, before me, a notary public in and for said county and state, personally appeared <u>Justin Axpess</u>, the <u>fresident</u> of JASL, LLC, a North Dakota limited liability company to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

ANNA ERICKSON Notary Public State of North Dakota My Commission Expires June 23, 2025

Notary Public

Cass County, North Dakota

IN WITNESS WHEREOF,	Grantee set its hand and caused this instrument to be
executed this day of	, 2023.
	City of Fargo, a North Dakota municipal corporation
ATTEST	Dr. Timothy J. Mahoney, M.D., Mayor
Steven Sprague, City Auditor	
STATE OF NORTH DAKOTA COUNTY OF CASS)) ss.)
and state, personally appeared DR. to me known to be the Mayor and C North Dakota, the municipal corporations of the corporation of the corporatio	, 2023, before me, a notary public in and for said county FIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, ity Auditor, respectively, of the City of Fargo, Cass County, ation described in and that executed the within and foregoing e that said municipal corporation executed the same.
(SEAL)	Notary Public Cass County, ND My Commission expires:
The legal description was prepared by:	This document was prepared by:

The legal description was prepared by: City of Fargo, Engineering Department 225 4th Street North Fargo, ND 58102 701-241-1545 This document was prepared by:
Nancy J. Morris
City Attorney
Serkland Law Firm
10 Roberts Street North
Fargo, ND 58102
701-232-8957
nmorris@serklandlaw.com

COVER SHEET CITY OF FARGO PROJECTS

This sheet must be completed and turned in with <u>all</u> City of Fargo projects. <u>NO</u> 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:

Asphalt Mill & Overlay

Improvement District No.	<u>PR-23-G</u>		
	Call For Bids	May 15	
	Advertise Dates	May 24 & 31	
	Bid Opening Date	June 21	
	Substantial Completion Date	September 30	
	Final Completion Date	October 30	
<u>×</u>	PWPEC Report (Attach (Сору)	
<u> </u>	Engineer's Report (Attac	h Copy)	
X	Direct City Auditor to Adv	vertise for Bids	
X	Bid Quantities (Attach Co	opy for Auditor's Office Only))
<u> </u>	Notice to Property Owner	rs (Dan Eberhardt)	
N/A	Supplemental Funding L	anguage Included	
Project Engine	Jason Hoogland		
Phone No.	(701) 241-1545		
The items listed	above are for use on all City pro	ojects. The additional items	listed below are to be checked only
	of a project is to be special asso		·
X	Create District (Attach Co	py of Legal Description)	
<u> </u>	Order Plans & Specificati	ons	
<u> </u>	Approve Plans & Specific	eations	
N/A	Adopt Resolution of Nece	essity	

Approve Escrow Agreement (Attach Copy for Commission Office Only)

Assessment Map (Attach Copy for Auditor's Office Only)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-23-G1

Type: 2023 CIP Revision

Location:

Various locations

Date of Hearing:

5/8/2023

Routing

City Commission
PWPEC File

<u>Date</u> 5/15/2023

X

Project File Tom Knakmuhs

The Committee reviewed a communication from Assistant City Engineer, Tom Knakmuhs, regarding a recommendation to add Improvement District PR-23-G1 to the 2023 CIP.

When approved by City Commission on December 12, 2022, the 2023 CIP included a single mill and overlay project (PR-23-E1). The project that was created was smaller than what was originally approved and we were fortunate to have bids come in even lower than estimated. Due to this, the Engineering Department is recommending the addition of a second mill and overlay project (PR-23-G1) to the 2023 CIP. The new project (PR-23-G1) will address the poor condition of three roadways.

- Section 1 42nd Street South from Main Avenue to 13 ½ Avenue South
- Section 2 17th Avenue South from 45th Street to 42nd Street
- Section 3 27th Avenue South from 25th Street to University Drive

The estimated cost of construction for PR-23-G1 is \$1.43M and the total project cost including markups and contingency is \$1.8M. The project will be equally funded by Special Assessments (\$900,000) and Infrastructure Sales Tax (\$900,000).

Staff is recommending the addition of PR-23-G1 to the 2023 CIP

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend the addition of PR-23-G1 to the 2023 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and add Improvement District No. PR-23-G1 to the 2023 Capital Improvement Plan.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments and Sales Tax

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

COMMITTEE

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

ATTEST:

Present	Yes	No	Unanimous
			4
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V	V	T	
V	V	1	Bruce Grubb
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V	V	1	
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Brenda E. Derrig, P.E. City Engineer



ENGINEER'S REPORT ASPHALT MILL & OVERLAY IMPROVEMENT DISTRICT NO. PR-23-G

SECTION 1 - 42ND ST S FROM MAIN TO 13 1/2 AVE S SECTION 2 - 17TH AVE S FROM 42ND ST S TO 45TH ST S SECTION 3 - 27TH AVE S FROM UNIVERSITY DR S TO 25TH ST S.

Nature & Scope

This project is part of the City's annual infrastructure improvement efforts and impacts multiple areas of Fargo each construction season. The purpose of the project is to correct deficiencies on the streets which have developed over time. As part of the project, the Contractor will be mud-jacking sections of the curb and gutter in an effort to alleviate major drainage problems. The Contractor will replace areas of broken up pavement as well as a limited amount of curb and gutter.

Purpose

A mill and overlay will provide a new wearing surface as well as correct deficiencies that have appeared over time. Rehabilitation at this time is a cost effective means of extending the useful life of the street.

Feasibility

The estimated cost of construction is \$1,487,572.25. The cost breakdown is as follows:

Paving		
Construction Cost		\$1,487,572.25
Fees		, ,, , , , , , , , , , , , , , , , , , ,
Admin	4%	\$59,502.89
Contingency	5%	\$74,378.61
Engineering	10%	\$148,757.23
Interest	4%	\$59,502.89
Legal	3%	\$44,627.17
Total Estimated Cost	· · · · · · · · · · · · · · · · · · ·	\$1,874,341.04
Funding		
Special Assessments	50.00%	\$937,170.52
Sales Tax Funds - Infrastructure - 420	50.00%	\$937,170.52

ect Funding Summary		
Special Assessments	50.00%	\$937,170.52
Sales Tax Funds - Infrastructure - 420	50.00%	\$937,170.52
al Estimated Project Cost		\$1,874,341.04

This project does not have any alternate or optional containers.

We believe this project to be cost effective.

PE 10059
DATE: S 10 23

Thomas Knakmuhs, PE Assistant City Engineer



LOCATION AND COMPRISING ASPHALT MILL & OVERLAY IMPROVEMENT DISTRICT NO. PR-23-G

SECTION 1 - 42ND ST S FROM MAIN TO 13 1/2 AVE S SECTION 2 - 17TH AVE S FROM 42ND ST S TO 45TH ST S SECTION 3 - 27TH AVE S FROM UNIVERSITY DR S TO 25TH ST S.

LOCATION:

LOCATION (Section 1):

On 42nd Street South from Main Avenue to 13 1/2 Avenue South.

LOCATION (Section 2):

On 17th Avenue South from 42nd Street South to 45th Street South.

LOCATION (Section 3):

On 27th Avenue South from University Drive South to 25th Street South

COMPRISING:

COMPRISING (Section 1):

Lot 1, Block 1, Buena Vista Courts Addition.

Lots 1 through 12, Porritts Subdivision.

Lots 1 through 6, Block 1, Rabanus Addition.

Lots 1 through 8, Block 1.

Lots 11 through 14, Block 1.

Lots 1 through 6, Block 2.

Lot 1, Block 3.

Lot 1, Block 4.

Lots 1 & 2, Block 5.

Lots 1 through 7, Block 6.

Lots 1 & 2, Block 7.

All in Village West Subdivision.

Lots 1 through 11, Block 5.

Lots 1 through 5, Block 6.

Lots 3 through 6, Block 7.

Lots 5 through 11 & 14, Block 8.

Lots 9 through 13, Block 9.

Lots 1 through 3, Block A.

All in Village West 2nd Addition.

Lots 1 through 3, Block 1, West Acres 2nd Addition.

Block 4, West Acres 3rd Addition.

Lots 3 & 6, Block 1.

Lots 1 through 4 & 6, Block 2.

All in West Park Subdivision.

Lots 1 through 9, Block 1.

Lots 1 through 20, Block 2.

Lots 1 through 4, Block 3.

Lots 1, 3, 6, 7, & 8, Block 4. 3.

All in West Park 2nd Subdivision.

Lots 1 & 2, Block 1, Village West 3rd Addition.

Lots 1 through 3, Block 1, West Acres Mall.

Lots 1 & 2, Block 1, Progressive Ag Addition.

Lots 1 through 3, Block 1, Sisters Path Addition.

Lot 3, Block 1, Corwin Addition.

Lots 1 & 2, Block 1, Corwin 2nd Addition.

Lots 1 & 2, Block 1, Aldi 1st Addition.

Lots 1 & 2, Block 1, West Park 4th Addition.

COMPRISING (Section 2):

Lots 2 through 7, Block 2.

Lots 1 through 3, Block 3.

All in West Acres 2nd Addition.

Lots 1 through 7, Block 1.

Lot 2, Block 2.

All in the West Acres Business Park 3rd Addition:

Lot 1, Block 1, Kelly Prairie Pasta Addition.

Lot 1, Block 1, Concierge SW Addition.

Lots 1 through 3, Block 1, Isaak-Dosch Addition.

Lot 1, Block 1, Concierge Southwest 2nd Addition.

Lots 4 & 5, Block 1, Hinks Addition.

COMPRISING (Section 3):

Lots 12 through 14, Block 2, Arrowhead Estates Addition.

Lots 1 through 4, Block 5.

Lots 4 & 5, Block 6.

Lots 5 & 6, Block 7.

Lots 3 through 5, Block 8.

Lots 1 through 4, Block 9.

All in Arrowhead South Addition.

Lots 7 & 8, Block 1.

Lots 14 through 29, Block Replat of 6.

Lots 14 through 26, Block 7.

Lots 1 through 13, Block 8.

Lots 1 through 13, Block 9.

Lots 1 & 2, Block 10.

All in Crary's Addition.

Lots 1 through 3, Block 1, Crisidara Addition.

Lots 5 through 14, Block A, Flaa Addition.

Lot 16, Block 1, Arrowhead Addition.

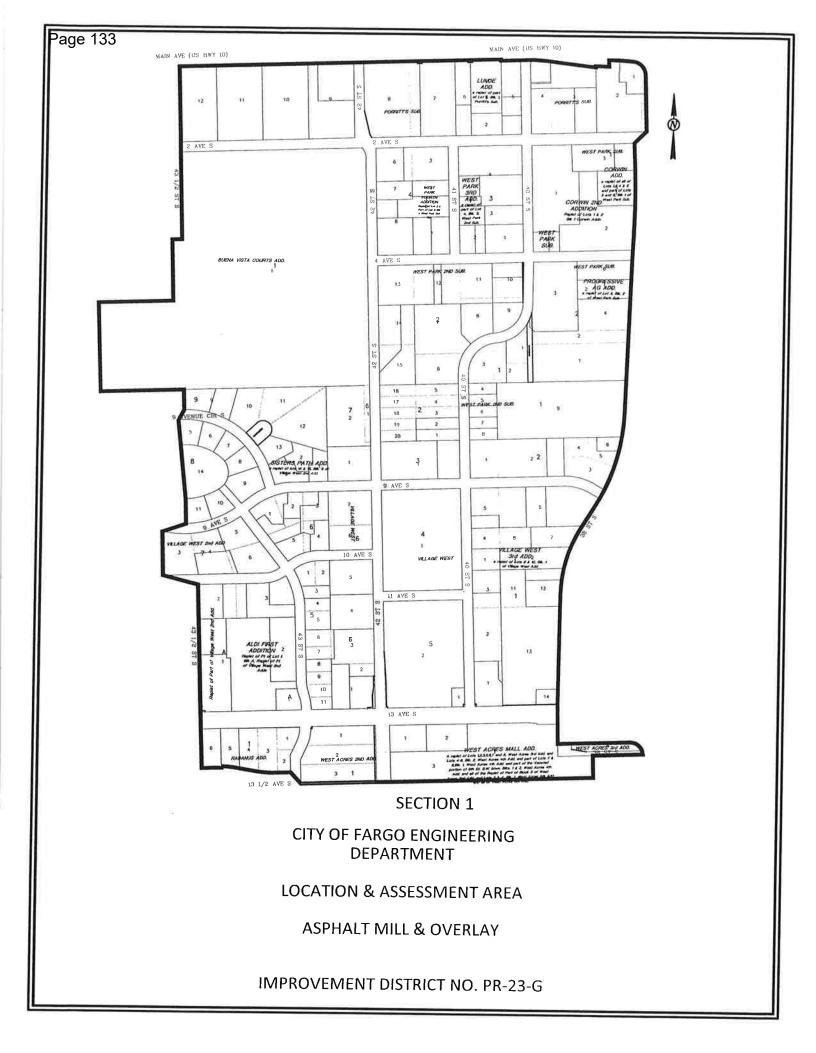
Lots 1 & 2, Block 1, Kennelly Addition.

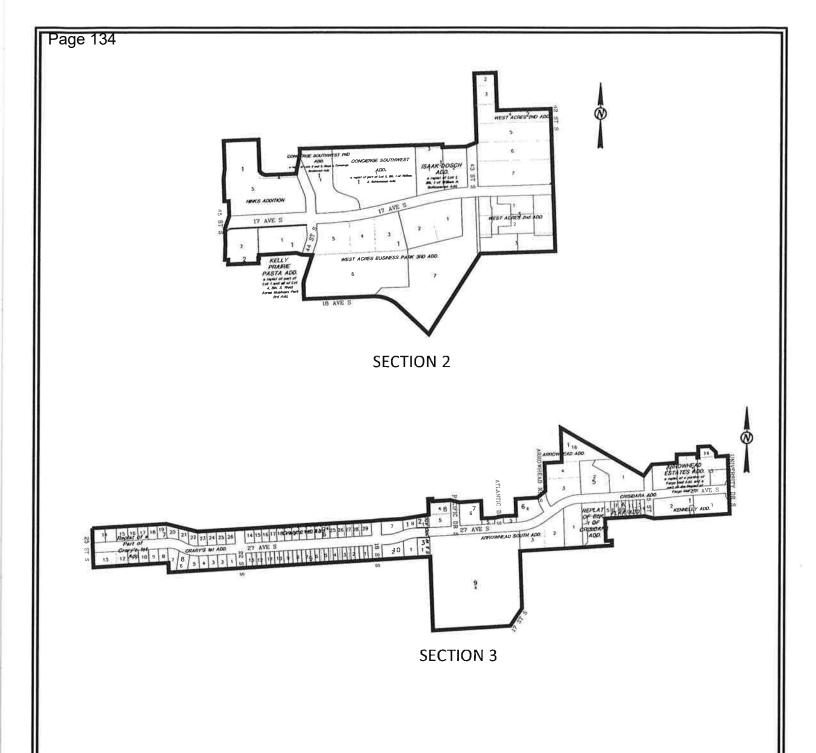
Lot 1, Block 2.

Lot 1, Block 3.

All in S & W 3rd Addition.

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





CITY OF FARGO ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-23-G

N/A

X

COVER SHEET CITY OF FARGO PROJECTS

This sheet must be completed and turned in with <u>all</u> City of Fargo projects. <u>NO</u> 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:

Utility Rehab/Reconstruction

	<u>Othry 1</u>	(CHABITIC COTTOTIC CHOTT	
Improvement District No.	<u>UR-23-A</u>		
	Call For Bids	May 15	, 2023
	Advertise Dates	May 24 & 31	2023
	Bid Opening Date	June 21	. 2023
	Substantial Completion Date	October 13	. 2023
	Final Completion Date	October 27	_2023_
N/A	PWPEC Report (Attach Co	ру)	
X	Engineer's Report (Attach	Сору)	
X	Direct City Auditor to Adver	tise for Bids	
X	Bid Quantities (Attach Cop	y for Auditor's Office Only)	
X	Notice to Property Owners	(Dan Eberhardt)	
N/A	Supplemental Funding Lar	nguage Included	
Project Engine	er Roger Kluck		
Phone No.	(701) 241-1545		
The items listed	above are for use on all City proje	ects. The additional items lis	ted below are to be checked only
	of a project is to be special asses		ŕ
X	Create District (Attach Copy	of Legal Description)	
X	Order Plans & Specification	ns	
X	Approve Plans & Specificat	iions	
X	Adopt Resolution of Neces	sity	

Approve Escrow Agreement (Attach Copy for Commission Office Only)

Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT UTILITY REHAB/RECONSTRUCTION IMPROVEMENT DISTRICT NO. UR-23-A

AREA 1 KIRSTEN LANE AREA FROM 25TH ST S TO 27 ST S. AREA 2A 14 AVE S 14 1/2 ST S TO 15 ST S AND 14 1/2 ST S FROM 14 AVE S AND NORTH 1/2 BLOCK. AREA 2B 14 AVE S FROM 15 ST S TO 16 ST S AND 15 ST S FROM 14 AVE S AND NORTH 1/2 BLOCK.

Nature & Scope

To install cast in place liner in storm sewer system and repair storm inlet and storm manhole inverts for storm sewer system rehabilitation.

Purpose

To rehabilitate existing storm sewer system using trenchless repair.

Feasibility

The estimated cost of construction is \$562,600.00. The cost breakdown is as follows:

torm Sewer Repair		
Construction Cost		\$562,600.00
⁼ ees		,,
Admin	4%	\$22,504.00
Contingency	5%	\$28,130.00
Engineering	10%	\$56,260.00
Interest	4%	\$22,504.00
Legal	3%	\$16,878.00
otal Estimated Cost		\$708,876.00
unding		
Special Assessments	50.00%	\$354,438.00
Utility Funds - Stormwater - 524	50.00%	\$354,438.00

ect Funding Summary		
Special Assessments	50.00%	\$354,438.00
Utility Funds - Stormwater - 524	50.00%	\$354,438.00
otal Estimated Project Cost		\$708,876.00

This project does not have any alternate or optional containers.

We believe this project to be cost effective.

PROFESSIONAL RESIDENCE OF THE PROFES

Thomas Knakmuhs, PE Assistant City Engineer



LOCATION AND COMPRISING UTILITY REHAB/RECONSTRUCTION IMPROVEMENT DISTRICT NO. UR-23-A

AREA 1 KIRSTEN LANE AREA FROM 25TH ST S TO 27 ST S. AREA 2A 14 AVE S 14 1/2 ST S TO 15 ST S AND 14 1/2 ST S FROM 14 AVE S AND NORTH 1/2 BLOCK. AREA 2B 14 AVE S FROM 15 ST S TO 16 ST S AND 15 ST S FROM 14 AVE S AND NORTH 1/2 BLOCK.

LOCATION:

LOCATION (Site 1):

Between 32nd Avenue South to 33rd Avenue South. Between 25th Street South to 27th Street South. All located in Parks Addition.

LOCATION (Site 2):

Bound on the north by 13th Avenue South.

Bound on the south by Lot 1, Block 9; Lots 1 and 26, Block 10; Lots 1 and 26, Block 11; and Lot 26, Block 12.

Bound on the west by mid-block Lots 1 through 13, Block 6.

Bound on the east by mid-block Lots 14 through 26, Block 3.

COMPRISING:

COMPRISING (Site 1):

Lot 1, Block 1.

All in Parks 3rd Addition.

Lot 1, Block 1.

Lot 1, Block 2.

Lot 1, Block 3.

All in Park's 5th Addition.

Lots 1 and 2, Block 1.

All in Park's 6th Addition.

COMPRISING (Site 2):

Lots 14 through 26, Block 3.

Lots 1 through 26, Block 4.

Lots 1 through 26, Block 5.

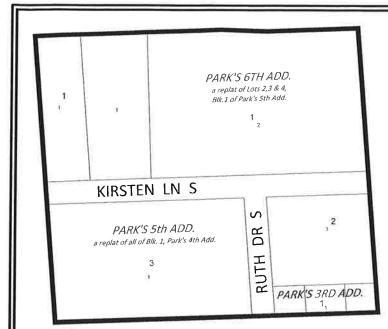
Lots 1 through 13, Block 6.

Lot 1, Block 9.

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Lots 1 and 26, Block 10. Lots 1 and 26, Block 11. Lot 26, Block 12. All in Morton & Doty's Addition.

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



SITE 1



SITE 2

CITY OF FARGO ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

UTILITY REHAB / RECONSTRUCTION

IMPROVEMENT DISTRICT NO. UR-23-A





Engineering Department

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov www.FargoND.gov

May 10, 2023

Honorable Board of City Commissioners City of Fargo Fargo, ND

Re: Improvement District No. BR-23-H1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 10, 2023, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-23-H1, located on 25th Street from Main Avenue to 1st Avenue North.

The bids were as follows:

Master Construction Co Inc	\$2,506,678.00
Opp Construction LLC	\$2,699,826.30
Dakota Underground Co Inc	\$2,751,514.57

Engineers Estimate

\$2,181,553.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Master Construction Co Inc. in the amount of \$2,506,678.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE Assistant City Engineer



Engineer's Statement Of Cost Improvement District # BR-23-H1 Paving And Utility Rehab/Reconstruction

25th Street - Main Ave to 1st Ave N

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-23-H1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Storr	n Sewer				
1	Clean Pipe All Sizes All Types	LF	300.00	10.00	3,000.00
2	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	10.00	110.00	1,100.00
3	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	10.00	120.00	1,200.00
4	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	203.00	160.00	32,480.00
5	F&I Manhole 5' Dia Reinf Conc	EA	1.00	12,000.00	12,000.00
6	Remove Manhole	EA	1.00	5,000.00	5,000.00
7	F&I Inlet - Single Box (SBI) Reinf Conc	EA	8.00	5,000.00	40,000.00
8	F&I Inlet - Double Box (DBI) Reinf Conc	EA	2.00	7,000.00	14,000.00
9	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	3,000.00	3,000.00
10	Remove Inlet	EA	11.00	700.00	7,700.00
11	Connect Pipe to Exist Pipe	EA	5.00	1,500.00	7,500.00
12	Connect Pipe to Exist Structure	EA	4.00	2,100.00	8,400.00
13	Remove Pipe All Sizes All Types	LF	425.00	20.00	8,500.00
14	F&I Pipe w/GB 36" Dia Reinf Conc	LF	8.00	400.00	3,200.00
15	F&I Pipe w/GB 15" Dia Reinf Conc	LF	120.00	150.00	18,000.00
16	F&I Pipe w/GB 18" Dia Reinf Conc	LF	74.00	175.00	12,950.00
			St	orm Sewer Total	178,030.00
Pavi	ng				
17	Mobilization	LS	1.00	100,000.00	100,000.00
18	Temp Fence - Safety	LF	750.00	4.00	3,000.00
19	Remove Pavement All Thicknesses All Types	SY	5,200.00	30.00	156,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	Topsoil - Import	CY	50.00	55.00	2,750.00
21	Boulevard Grading	SY	1,000.00	4.00	4,000.00
22	Excavation	CY	1,100.00	17.00	18,700.00
23	Subcut	CY	900.00	12.00	10,800.00
24	Subgrade Preparation	SY	2,500.00	4.00	10,000.00
25	F&I Woven Geotextile	SY	2,500.00	3.00	7,500.00
26	F&I Class 5 Agg - 12" Thick	SY	2,500.00	24.00	60,000.00
27	Salvage Gravel	SY	3,100.00	12.00	37,200.00
28	F&I Edge Drain 4" Dia PVC	LF	1,360.00	17.00	23,120.00
29	F&I Curb & Gutter Standard (Type II)	LF	1,450.00	45.00	65,250.00
30	Remove Curb & Gutter	LF	1,450.00	10.00	14,500.00
31	F&I Pavement 9" Thick Reinf Conc	SY	170.00	200.00	34,000.00
32	F&I Pavement 11" Thick Doweled Conc	SY	5,200.00	200.00	1,040,000.00
33	F&I Sidewalk Curb	LF	40.00	100.00	4,000.00
34	F&I Sidewalk 5" Thick Reinf Conc	SY	650.00	95.00	61,750.00
35	F&I Sidewalk 6" Thick Reinf Conc	SY	120.00	110.00	13,200.00
36	Remove Sidewalk All Thicknesses All Types	SY	945.00	15.00	14,175.00
37	F&I Impressioned 6" Thick Reinf Conc	SY	175.00	120.00	21,000.00
38	F&I Det Warn Panels Cast Iron	SF	72.00	65.00	4,680.00
39	F&I Casting - Std Manhole	EA	2.00	900.00	1,800.00
40	F&I Casting - Floating Manhole	EA	6.00	1,900.00	11,400.00
41	Casting to Grade - w/Conc	EA	18.00	700.00	12,600.00
42	GV Box to Grade - Blvd	EA	1.00	200.00	200.00
43	GV Box to Grade - w/Conc	EA	3.00	300.00	900.00
44	F&I Traffic Surface Gravel	Ton	500.00	35.00	17,500.00
45	Mill / Grind Conc Pvmt	SY	4,500.00	12.50	56,250.00
46	Mulching Type 1 Hydro	SY	400.00	2.00	800.00
47	Mulching Type 2 Hydro	SY	2,400.00	2.00	4,800.00
48	Seeding Type C	SY	2,800.00	1.50	4,200.00
49	Weed Control Type B	SY	2,800.00	0.10	280.00
50	Stormwater Management	LS	1.00	2,200.00	2,200.00
51	Temp Construction Entrance	EA	2.00	1,250.00	2,500.00
52	Sediment Control Log 6" to 8" Dia	LF	1,100.00	5.00	5,500.00
53	Inlet Protection - New Inlet	EA	11.00	250.00	2,750.00
54	Inlet Protection - Existing Inlet	EA	13.00	200.00	2,600.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
55	Traffic Control - Type 2	LS	1.00	50,000.00	50,000.00
56	Construction Signing	SF	200.00	7.00	1,400.00
57	Flagging	MHR	1,200.00	40.00	48,000.00
58	Traffic Control - Changeable Message Board	EA	4.00	4,000.00	16,000.00
				Paving Total	1,947,305.00
Sign	ing				
59	Relocate Sign Assembly	EA	2.00	350.00	700.00
60	F&I Sign Assembly & Anchor	EA	5.00	115.00	575.00
61	F&I Diamond Grade Cubed	SF	62.80	50.00	3,140.00
	11			Signing Total	4,415.00
Pave	ement Marking				
62	Obliterate Pavement Markings	SF	40.00	11.00	440.00
63	F&I Contrast Tape Messages	SF	190.00	70.00	13,300.00
64	F&I Grooved Plastic Film 16" Wide	LF	160.00	40.00	6,400.00
65	F&I Grooved Plastic Film 24" Wide	LF	220.00	60.00	13,200.00
66	F&I Grooved Contrast Film 7" Wide	LF	1,850.00	21.00	38,850.00
67	F&I Grooved Contrast Film 11" Wide	LF	1,100.00	27.00	29,700.00
			Paveme	nt Marking Total	101,890.00
Traffi	c Signals				
68	F&I PTZ Camera System	EA	1.00	15,000.00	15,000.00
69	Relocate Signal Standard Type V	EA	1.00	6,000.00	6,000.00
70	F&I Detection Preformed Loop	EA	28.00	2,000.00	56,000.00
71	Modify Equipment Cabinet & Controller	EA	1.00	10,000.00	10,000.00
72	F&I Foundation Type V	EA	1.00	3,000.00	3,000.00
73	Remove Foundation Type V	EA	1.00	1,100.00	1,100.00
74	F&I Head 4 Sect w/12" LED MA Mtd	EA	2.00	4,000.00	8,000.00
75	F&I Head 4 Sect w/12" LED Post Mtd	EA	2.00	4,000.00	8,000.00
76	F&I Signal Cable AWG 14/2	LF	403.00	3.00	1,209.00
77	F&I Signal Cable AWG 14/3	LF	307.00	3.00	921.00
78	F&I Signal Cable AWG 14/20	LF	490.00	8.00	3,920.00
79	F&I Signal Cable 3M Opticom	LF	1,245.00	3.00	3,735.00
80	F&I Signal Cable CAT 6	LF	176.00	4.00	704.00
31	F&I Signal Cable Loop Lead-in	LF	2,186.00	3.00	6,558.00
32	F&I Signal Cable #6 RHW	LF	474.00	4.00	1,896.00
33	F&I Conduit 1.5" Dia	LF	71.00	60.00	4,260.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
84	F&I Ped Push Button & Sign	EA	4.00	3,000.00	12,000.00
85	F&I Ped Push Button Post	EA	3.00	2,500.00	7,500.00
86	F&I Pull Box	EA	3.00	3,000.00	9,000.00
87	Rem & Repl Pull Box Cover	EA	4.00	1,500.00	6,000.00
88	F&I Luminaire Type A	EA	4.00	3,000.00	12,000.00
	Traffic Signals Total				
Misc	ellaneous				
89	F&I Railing	LF	333.00	275.00	91,575.00
90	Remove Railing	LF	333.00	20.00	6,660.00
	W		Mis	cellaneous Total	98,235.00
			Total Con	struction in \$	2,506,678.00
			·		

Special Assessments State Funds - Other ND Unfunded Costs		2,160,345.91 0.00
		998,068.37
		3,158,414.28
Contingency	5.00%	125,333.90
Interest	4.00%	100,267.12
Legal	3.00%	75,200.34
Admin	4.00%	100,267.12
Engineering	10.00%	250,667.80

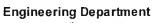
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/10/2023

Thomas Knakmuhs

Assistant City Engineer





225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov www.FargoND.gov

May 10, 2023

Honorable Board of City Commissioners City of Fargo Fargo, ND

Re: Improvement District No. PN-23-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 10, 2023, for Asphalt Wear Course, Improvement District No. PN-23-A1, located in Section 1 - West 29 Addition, Section 2 - Urban Plains area, Section 3 -Woodhurst Addition, Section 4 - Silverleaf Addition, Section 5 - Golden Valley Addition, and Section 6 - Crofton Coves Addition.

The bids were as follows:

FM Asphalt LLC	\$1,616,974.05
Northern Improvement Co	\$1,717,195.05
Border States Paving Inc	\$1,763,243.00

Engineers Estimate

\$1,921,736.60

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to FM Asphalt LLC. in the amount of \$1,616,974.05 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE Assistant City Engineer



Engineer's Statement Of Cost Improvement District # PN-23-A1 Asphalt Wear Course

Section 1 - West 29 Addition, Section 2 - Urban Plains area, Section 3 - Woodhurst Addition, Section 4 - Silverleaf Addition, Section 5 - Golden Valley Addition, Section 6 - Crofton Coves Addition.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Asphalt Wear Course Improvement District # PN-23-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sect	ion 1				
1	Repair Inlet	EA	1.00	500.00	500.00
2	Adjust Curb & Gutter - Mud/Sand Jack	LF	250.00	14.00	3,500.00
3	Rem & Repl Curb & Gutter	LF	300.00	67.00	20,100.00
4	Adjust Driveway - Mud/Sand Jack	SF	300.00	4.00	1,200.00
5	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	132.00	6,600.00
6	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	580.00	82.50	47,850.00
7	Casting to Grade - no Conc	EA	3.00	280.00	840.00
8	GV Box to Grade - no Conc	EA	1.00	260.00	260.00
9	Mill / Grind Asphalt Pvmt Along Curb	LF	2,051.00	1.95	3,999.45
10	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	3.00	300.00
11	Sodding	SY	50.00	49.00	2,450.00
12	Traffic Control - Minor	LS	1.00	625.00	625.00
				Section 1 Total	88,224.45
Sect	ion 2				
13	Repair Inlet	EA	3.00	500.00	1,500.00
14	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	14.00	14,000.00
15	Rem & Repl Curb & Gutter	LF	500.00	67.00	33,500.00
16	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	118.00	1,180.00
17	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.00	2,000.00
18	Rem & Repl Driveway 7" Thick Reinf Conc	SY	100.00	132.00	13,200.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4,685.00	81.50	381,827.50
20	Casting to Grade - no Conc	EA	26.00	280.00	7,280.00
21	GV Box to Grade - no Conc	EA	2.00	260.00	520.00
22	Mill / Grind Asphalt Pvmt Along Curb	LF	17,586.00	1.95	34,292.70
23	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	2,200.00	3.00	6,600.00
24	Sodding	SY	100.00	49.00	4,900.00
25	Paint Epoxy Line 4" Wide	LF	3,293.00	4.10	13,501.30
26	Paint Epoxy Line 8" Wide	LF	853.00	8.25	7,037.25
27	Paint Epoxy Line 16" Wide	LF	37.00	31.00	1,147.00
28	Paint Epoxy Message	SF	331.00	26.00	8,606.00
29	Traffic Control - Minor	LS	1.00	1,900.00	1,900.00
	And the second s			Section 2 Total	532,991.75
Sect	ion 3				
30	Repair Inlet	EA	2.00	500.00	1,000.00
31	Adjust Curb & Gutter - Mud/Sand Jack	LF	200.00	14.00	2,800.00
32	Rem & Repl Curb & Gutter	LF	300.00	67.00	20,100.00
33	Adjust Driveway - Mud/Sand Jack	SF	200.00	4.00	800.00
34	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	118.00	5,900.00
35	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	360.00	82.50	29,700.00
36	Rem & Repl Casting - Self Leveling	EA	8.00	2,225.00	17,800.00
37	GV Box to Grade - no Conc	EA	1.00	260.00	260.00
38	Mill / Grind Asphalt Pvmt Along Curb	LF	1,847.00	1.95	3,601.65
39	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	50.00	3.00	150.00
40	Sodding	SY	50.00	49.00	2,450.00
41	Traffic Control - Minor	LS	1.00	400.00	400.00
				Section 3 Total	84,961.65
Secti	on 4				
42	Repair Inlet	EA	2.00	500.00	1,000.00
43	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	14.00	7,000.00
44	Rem & Repl Curb & Gutter	LF	500.00	67.00	33,500.00
45	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.00	2,000.00
46	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	118.00	5,900.00
47	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,057.00	81.50	86,145.50
48	Casting to Grade - no Conc	EA	8.00	280.00	2,240.00
49	GV Box to Grade - no Conc	EA	1.00	260.00	260.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	Mill / Grind Asphalt Pvmt Along Curb	LF	4,562.00	1.95	8,895.90
51	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	200.00	3.00	600.00
52	Sodding	SY	100.00	49.00	4,900.00
53	Traffic Control - Minor	LS	1.00	675.00	675.00
				Section 4 Total	153,116.40
Sect	ion 5				
54	Repair Inlet	EA	3.00	500.00	1,500.00
55	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	14.00	7,000.00
56	Rem & Repl Curb & Gutter	LF	500.00	67.00	33,500.00
57	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	118.00	1,180.00
58	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.00	2,000.00
59	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	118.00	5,900.00
60	F&I Det Warn Panels Cast Iron	SF	8.00	64.00	512.00
61	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,204.00	81.50	179,626.00
62	Casting to Grade - no Conc	EA	20.00	280.00	5,600.00
63	GV Box to Grade - no Conc	EA	10.00	260.00	2,600.00
64	Mill / Grind Asphalt Pvmt Along Curb	LF	9,984.00	1.95	19,468.80
65	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	700.00	3.00	2,100.00
66	Sodding	SY	100.00	49.00	4,900.00
67	Traffic Control - Minor	LS	1.00	875.00	875.00
				Section 5 Total	266,761.80
Secti	on 6				
86	Repair Inlet	EA	3.00	500.00	1,500.00
39	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	14.00	14,000.00
70	Rem & Repl Curb & Gutter	LF	1,000.00	67.00	67,000.00
71	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	118.00	1,180.00
72	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.00	4,000.00
73	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	118.00	5,900.00
74	F&I Det Warn Panels Cast Iron	SF	8.00	64.00	512.00
75	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4,100.00	81.50	334,150.00
76	Casting to Grade - no Conc	EA	43.00	280.00	12,040.00
77	GV Box to Grade - no Conc	EA	5.00	260.00	1,300.00
78	Mill / Grind Asphalt Pvmt Along Curb	.LF	20,280.00	1.95	39,546.00
79	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	330.00	3.00	990.00
30	Sodding	SY	150.00	49.00	7,350.00

Line	Description	- Unit	Quantity Unit	Price (\$)	Amount (\$)
81	Traffic Control - Minor	LS	1.00	1,450.00	1,450.00
			Secti	on 6 Total	490,918.00
			Total Construc	tion in \$	1,616,974.05
			Engineering	10.00%	161,697.42
			Admin	4.00%	64,678.97
			Legal	3.00%	48,509.21
			Interest	4.00%	64,678.97
			Contingency	5.00%	80,848.70
			Total Estimate	ed Costs	2,037,387.32
			Special Ass	essments	2,037,387.32
			Unfunde	ed Costs	0.00

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

Date: 05/10/2023

Thomas Knakmuhs

Assistant City Engineer





Engineering Department

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov www.FargoND.gov

May 10, 2023

Honorable Board of City Commissioners City of Fargo Fargo, ND

Re: Improvement District No. PN-23-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 10, 2023, for New Paving Construction, Improvement District No. PN-23-C1, located along 52nd Avenue South west bound between 45th Street South & 47th Street South.

The bids were as follows:

Opp Construction LLC	\$177,820.50
Dakota Underground Co Inc	\$178,183.25
Master Construction Co Inc	\$188,685.50
Northern Improvement Co	\$217,329.00

Engineers Estimate \$127,960.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Opp Construction LLC. in the amount of \$177,820.50 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE Assistant City Engineer



Engineer's Statement Of Cost Improvement District # PN-23-C1 New Paving Construction

Along 52nd Ave S West bound Between 45th St S & 47th St S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

New Paving Construction Improvement District # PN-23-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Pavi	ng				
1	Topsoil - Strip	CY	85.00	16.00	1,360.00
2	Topsoil - Spread	CY	85.00	30.00	2,550.00
3	Excavation	CY	372.00	16.00	5,952.00
4	Subcut	CY	84.00	20.00	1,680.00
5	Subgrade Preparation	SY	287.00	4.00	1,148.00
6	F&I Woven Geotextile	SY	287.00	3.00	861.00
7	F&I Class 5 Agg - 12" Thick	SY	287.00	20.00	5,740.00
8	F&I Edge Drain 4" Dia PVC	LF	329.00	18.00	5,922.00
9	F&I Curb & Gutter Standard (Type II)	LF	329.00	47.50	15,627.50
10	F&I Pavement 10" Thick Doweled Conc	SY	287.00	175.00	50,225.00
11	F&I Sidewalk 5" Thick Reinf Conc	SY	86.00	89.00	7,654.00
12	F&I Driveway 7" Thick Reinf Conc	SY	157.00	133.00	20,881.00
13	Casting to Grade - w/Conc	EA	1.00	1,100.00	1,100.00
14	Mulching Type 1 Hydro	SY	505.00	4.00	2,020.00
15	Seeding Type C	SY	505.00	3.00	1,515.00
				Paving Total	124,235.50
Storr	n Sewer				
16	Modify Manhole	EA	1.00	7,200.00	7,200.00
17	F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	1.00	4,200.00	4,200.00
18	Remove Inlet	EA	1.00	7,200.00	7,200.00
19	Remove Pipe All Sizes All Types	LF	22.00	58.00	1,276.00
20	F&I Pipe w/GB 15" Dia Reinf Conc	LF	22.00	242.00	5,324.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
			St	orm Sewer Total	25,200.00
Misc	ellaneous				
21	Remove Curb & Gutter	LF	288.00	14.00	4,032.00
22	Remove Pavement 7" Thick Conc	SY	132.00	21.00	2,772.00
23	Remove Pavement 10" Thick Conc	SY	35.00	21.00	735.00
24	Remove Shared Use Path 5" Thick Conc	SY	84.00	21.00	1,764.00
25	Remove Pavement 7" Thick Asph	SY	67.00	21.00	1,407.00
26	Stormwater Management	LS	1.00	2,750.00	2,750.00
27	Sediment Control Log 6" to 8" Dia	LF	50.00	4.00	200.00
28	Inlet Protection - New Inlet	EA	1.00	225.00	225.00
29	Inlet Protection - Existing Inlet	EA	4.00	225.00	900.00
30	Traffic Control - Type 1	LS	1.00	5,000.00	5,000.00
			Mis	cellaneous Total	19,785.00
Pave	ment Marking				
31	Pavement Markings	LS	1.00	8,600.00	8,600.00
			Paveme	nt Marking Total	8,600.00
			Total Con	struction in \$	177,820.50
			Engineering	10.00%	17,782.05
			Admin	4.00%	7,112.82
			Legal	3.00%	5,334.62
			Interest	4.00%	7,112.82
			Contingency	5.00%	8,891.03
			Total Est	imated Costs	224,053.84

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

Date: 05/10/2023

161,229.60

62,824.24

0.00

Special Assessments

Unfunded Costs

Sales Tax Funds - Infrastructure - 420

Thomas Knakmuhs

Assistant City Engineer







Engineering Department

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov www.FargoND.gov

May 10, 2023

Honorable Board of City Commissioners City of Fargo Fargo, ND

Re: Improvement District No. TN-23-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 10, 2023, for Traffic Signal Improvements, Improvement District No. TN-23-A1, located at Deer Creek Parkway / 55 Ave S and 42 St S / 47 Ave S.

The bids were as follows:

Fargo Electric Const Inc

\$427,601.00

Strata Corporation

\$669,216.00

Engineers Estimate

\$228,515.00

The low bid received exceeded the engineer's estimate by 87.12%. We recommend that all bids be rejected.

Sincerely,

Thomas Knakmuhs, PE

Assistant City Engineer





Facilities Department

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

Memorandum

To: Board of City Commissioners

From: Bekki Majerus, Director of Facilities Management

Date: May 15, 2023

Re: Police Stations – Window Retrofit Project Approval

The Fargo Police Department has requested funding to enhance the ballistic window protection for their stations for a few years. The price of replacement of existing windows has proven cost prohibitive, as have several other options that meet their requirements. After significant research, a proprietary retrofit option was discovered and vetted by Police Leadership and Facilities. The retrofit option has proven both effective, as well as a significant cost savings versus other more traditional options.

At the April 24, 2023 Finance Committee meeting, the use of existing American Rescue Plan (ARP) funds to install this retrofit solution was approved. The Report of Action is attached.

We are requesting for the Commission to affirm this decision of the Finance Committee and approve the recommended motion.

Recommended Motion:

Move to approve the Sole Source Procurement and use of ARP funding to install a retrofit ballistic window treatments at police stations.

REPORT OF ACTION

FINANCE COMMITTEE

Project No. SSP23094 – Window Retrofit Project

Location: Police Headquarters / Police Downtown Substation

Date of Hearing: April 24, 2023

Routing Date
City Commission 5/15/2023
Project File Bekki Majerus

City Facilities Director, Bekki Majerus provided communication regarding a request to allocate \$250,000 of 2023 ARP funding towards installation of ballistic window treatments for the Police Department. Bekki has done significant research and vetted many products including live fire demonstrations with Fargo Police Leadership in attendance. With this, Bekki is requesting a sole source option from Impact Security as the "retrofit" option that will meet the specified protection requirement and asked to release the funds in the ARP approved planned uses account.

MOTION:

Michael Redlinger moved to approve the sole source and use of ARP funding to install "retrofitted" ballistic window treatments, second by Dave Piepkorn and all members present voted in favor.

COMMITTEE:	Present	Yes	No	Unanimous
				X Proxy
Tim Mahoney, Mayor	X	Χ		
Dave Piepkorn, City Commissioner	X	Χ		
Mike Redlinger, City Administrator	X	Χ		
Terri Gayhart, Director of Finance	<u> </u>			
Steve Sprague, City Auditor	X	Χ		
	Tim Mahon	ey, Fina	ince Co	mmittee Chair



MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

FIRE CHIEF STEVE DIRKSEN

DATE:

05/08/2023

SUBJECT: EXTENSION OF FMLA FOR FIRE CAPTAIN

On January 16, 2023, Fire Captain Keith Johnson began FMLA for a non-duty related injury. On April 17, 2023, Captain Johnson exhausted his 12 weeks of FMLA. Based on reports from his physician and the City of Fargo Medical Provider, it is expected that Captain Johnson will be able to return to his duties with the Fire Department following sufficient rehabilitation.

Per City of Fargo policy, I extended Captain Johnson's FMLA for 30 days. He has informed me that he is not able to return to full duty at this point and will need additional time. The 30-day extension will end on May 17. He has requested that the Fargo City Commission extend his FMLA for 60 additional days. The extension will be applicable through July 17, 2023.

Recommended motion: Approve a 60-day extension of FMLA leave for Fire Captain Keith Johnson.



MEMORANDUM

TO:

FARGO CITY COMMISSION

FROM:

FIRE CHIEF STEVE DIRKSEN

DATE:

05/08/2023

SUBJECT: CHANGE ORDER #1 FOR BP0066 FIRE STATION #2 ADDITION

The contractor for the Fire Station #2 addition discovered unsuitable soils during excavation for the foundation. The remedy required over excavation to native soils and replacement with suitable fill. It was also discovered that drain tile will not be needed due to the fact at the original building did not have drain tile on the North side of the building. This will result in a deduction on the original contract. The original contract was fore \$328,379.00. This will bring the total contract to \$335,429.36.

RECOMMENDED MOTION: Approve the change order from Meridian Commercial Construction LLC. for BP0066 Fire Station #2 Addition in the amount of \$7,871.36 and a deduction of \$821.



Meridian Commercial Construction LLC

6218 53rd Ave S Fargo ND 58104 701-356-0397

License:

Change Order

Order#: 1

Order Date: 05/02/2023

To: City Of Fargo 225 4th St N Fargo ND 58102

Project: 23003

Fargo Fire Department Addition 3020 25th St S

Fargo ND 58103

	The contractor agrees to perform and the owner agrees to pay for the following changes to this contract		
Ordered By:	Customer Order:	Specifications Attached	
Description of Work		Amount	
Over-Excavate Fill Material to Nativ	e Soils	7,871.36	

Negative changes will lower the overall contract price requiring no additional payment by owner.	Approved Amount of Change	7,871.36
The original Contract Sum was		328,379.00
Net change by previous Change Orders		
The Contract Sum prior to this Change Order		328,379.00
The Contract Sum will be changed by this Chang	ge Order	7,871.36
The new Contract Sum including this Change Or	der will be	336,250.36
The Contract Time will be changed by		0 Days
Approved Date 5-2-23	ST.	Date 5/3/2023



Change Order Request

4/26/2023

Project: Fargo Fire Station #2 Addition		Pricing Reque	Pricing Request <u>Delete Draintile</u>	
		Contract Date	:	
Contractor: Meridian Commercial Construction, Inc.		Project #		
	Contractor and Owner agree to make t	hese changes in the contract:		
		Delete drain tile at addition	(\$821.00)	
	narge for above described work is: _ made as follows: As Per Contr			
Additional work stipulated. We specifications a	to be performed under same conditions a propose hereby to furnish material and lab at above stated price. Respectfully submitted Jesse Jacobson - Dirt Dynamics, LL	s specified in original contract oor—complete in accordance ed		
We, the undersi	e and signatures gned, have read and understand and agree nowledge receipt of a copy of this change o		iis change order	
Owner	Date	Contractor	Date	
Architect	Date			



MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

FIRE CHIEF STEVE DIRKSEN

DATE:

MAY 10, 2023

SUBJECT:

BID AWARD FOR FIRE STATION #8 CONSTRUCTION

At the May 1, 2023 Fargo City Commission meeting, the Commission authorized staff to negotiate contracts with successful bidders for the construction of Fire Station #8. Over the past two weeks, the fire chief and the city attorney's office have worked with the architect to develop the contracts and are ready for approval.

The total bid with add and deduct alternates are as follows:

The low base bid results are as follows:

General Contractor – Ledgestone, Inc.

Mechanical Contractor – Manning Mechanical, Inc.

Electrical Contractor – Grotberg Electric, Inc.

Total Bid Amount
\$3,504,720
\$1,247,500
\$5,91,000
\$5,343,220

RECOMMENDED MOTION:

Authorize the Mayor to sign contracts with Ledgestone, Inc. for general construction services, Manning Mechanical, Inc. for mechanical construction services, and Grotberg Electric, Inc. for electrical construction service.



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 15th day of May in the year 2023 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Contractor:

(Name, legal status, address and other information)

Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501

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

Fargo Fire Department Station #8 6617 33rd St. S Fargo, ND 58104

The Architect:

(Name, legal status, address and other information)

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 Roberts St N Ste 300 Fargo, ND 58102 Telephone Number: 701-461-7222

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

User Notes:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

]	The	date	of	this	Agreement.
--	---	-----	------	----	------	------------

- [X] A date set forth in a notice to proceed issued by the Owner.
- [] Established as follows:

 (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

User Notes:

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By the follow		
	ts of the Contract Time as provided in the Contract lestantial Completion of the entire Work, the Contract by the following dates:	
Portion of Work General Construct	Substantial Completion D	Pate
§ 3.3.3 If the Contractor fails any, shall be assessed as set	s to achieve Substantial Completion as provided in to forth in Section 4.5.	this Section 3.3, liquidated damage
Contract. The Contract Sum	EUM ne Contractor the Contract Sum in current funds fo shall be Three Million Five Hundred Four Thousar, subject to additions and deductions as provided in	nd Seven Hundred Twenty Dollars
§ 4.2 Alternates § 4.2.1 Alternates, if any, inc	cluded in the Contract Sum:	
Item Add Alternate 4, W	ater Quality Structure	Price \$33,720.00
	Law Flow Orifice in Control Structure	No Change
	Low Flow Orifice in Control Structure	
§ 4.2.2 Subject to the conditi execution of this Agreement. (Insert below each alternate	ons noted below, the following alternates may be a Upon acceptance, the Owner shall issue a Modific and the conditions that must be met for the Owner	accepted by the Owner following cation to this Agreement. to accept the alternate.)
§ 4.2.2 Subject to the conditi execution of this Agreement.	ons noted below, the following alternates may be a Upon acceptance, the Owner shall issue a Modific	accepted by the Owner following cation to this Agreement. to accept the alternate.)
§ 4.2.2 Subject to the conditi execution of this Agreement. (Insert below each alternate Item	ons noted below, the following alternates may be a Upon acceptance, the Owner shall issue a Modific and the conditions that must be met for the Owner Price	accepted by the Owner following cation to this Agreement. to accept the alternate.)
§ 4.2.2 Subject to the conditi execution of this Agreement. (Insert below each alternate Item N/A § 4.3 Allowances, if any, inc	ons noted below, the following alternates may be a Upon acceptance, the Owner shall issue a Modific and the conditions that must be met for the Owner Price	accepted by the Owner following cation to this Agreement.
§ 4.2.2 Subject to the conditi execution of this Agreement. (Insert below each alternate Item N/A § 4.3 Allowances, if any, inc (Identify each allowance.) Item N/A § 4.4 Unit prices, if any:	ons noted below, the following alternates may be a Upon acceptance, the Owner shall issue a Modific and the conditions that must be met for the Owner Price luded in the Contract Sum:	accepted by the Owner following cation to this Agreement. * to accept the alternate.) Conditions for Acceptant
§ 4.2.2 Subject to the conditi execution of this Agreement. (Insert below each alternate) Item N/A § 4.3 Allowances, if any, inc (Identify each allowance.) Item N/A § 4.4 Unit prices, if any:	ons noted below, the following alternates may be a Upon acceptance, the Owner shall issue a Modific and the conditions that must be met for the Owner Price luded in the Contract Sum:	accepted by the Owner following cation to this Agreement. to accept the alternate.) Conditions for Acceptant ich the unit price will be applicabe
§ 4.2.2 Subject to the condition execution of this Agreement. (Insert below each alternate) Item N/A § 4.3 Allowances, if any, ince (Identify each allowance.) Item N/A § 4.4 Unit prices, if any: (Identify the item and state the litem) N/A § 4.5 Liquidated damages, if	ons noted below, the following alternates may be a Upon acceptance, the Owner shall issue a Modific and the conditions that must be met for the Owner Price luded in the Contract Sum: Price unit price and quantity limitations, if any, to what Units and Limitations	accepted by the Owner following cation to this Agreement. to accept the alternate.) Conditions for Acceptant ich the unit price will be applicabe
§ 4.2.2 Subject to the condition execution of this Agreement. (Insert below each alternate) Item N/A § 4.3 Allowances, if any, ince (Identify each allowance.) Item N/A § 4.4 Unit prices, if any: (Identify the item and state the litem) N/A § 4.5 Liquidated damages, if	ons noted below, the following alternates may be a Upon acceptance, the Owner shall issue a Modific and the conditions that must be met for the Owner Price luded in the Contract Sum: Price Price Units and Limitations	accepted by the Owner following cation to this Agreement. to accept the alternate.) Conditions for Acceptant ich the unit price will be applicabe
§ 4.2.2 Subject to the condition execution of this Agreement. (Insert below each alternate) Item N/A § 4.3 Allowances, if any, ince (Identify each allowance.) Item N/A § 4.4 Unit prices, if any: (Identify the item and state the litem) N/A § 4.5 Liquidated damages, if (Insert terms and conditions) N/A § 4.6 Other:	ons noted below, the following alternates may be a Upon acceptance, the Owner shall issue a Modific and the conditions that must be met for the Owner Price luded in the Contract Sum: Price Price Units and Limitations	accepted by the Owner following cation to this Agreement. to accept the alternate.) Conditions for Acceptant ich the unit price will be applicable s Price per Unit (\$0.00)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Pay applications may be submitted by the 25th and will be paid, in the amount approved by the Architect, by the next regularly schedule City pay cycle following the Owner and Architect Review.
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201[™]—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

User Notes:

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

10% until project is 50% complete, then reduced to 5% for the remainder of the contract.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below. or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

0 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

User Notes:

(1433938774)

Ş	6.2	Binding	Dispute	Resol	ution
---	-----	----------------	---------	-------	-------

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[X]	Litigation in a court of competent jurisdiction located in Cass County, ND
. 1	Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Amount of any completed but unpaid Work and the Contractor's Fee attributable to such Work shall be the only amounts owed to Contractor and Contractor shall receive no separate termination fee.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Chief Steve Dirksen 637 NP Avenue Fargo, ND 58102 Telephone Number: 701-241-1540

Email Address: sdirksen@fargond.gov

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Josh Lessman Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501

User Notes:

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Init.

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(1433938774)

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 This Agreement is comprised of the following documents:
 - .1 AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor
 - .2 AIA Document A101TM_2017, Exhibit A, Insurance and Bonds
 - .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

.5 Drawings

Number	Title
G001	Cover Sheet
G101	Life Safety Plans
G200	Perspectives (For Reference Only)
C001	Civil Notes
C002	Civil Notes
C401	Utility Plan
C402	Site and Landscape Plan
C403	Grading Plan
C404	Erosion Prevention and Sediment Control Plan
C501	Typical Details - Utility
C502	Typical Details – Site and Landscape
C503	Typical Details – Site and Landscape
C504	Typical Details – Erosion Prevention and Sediment Control
S001	Structural General Notes
S002	Special Inspection Tables
S200	Footing/Foundation Plan
S201	First Floor Slab Plan
S202	Low Roof Framing & Mezzanine Framing Plan
S203	High Roof Framing Plan
S401	Framing Elevations
S601	Foundation Details
S701	Framing Details
S702	Framing Details

User Notes:

A001	General Architectural Information
A002	Architectural Site Plan, Details
A021	
	Wall, Floor and Roof Types
A201	First Floor and Mezzanine Plan
A221	Roof Plan and Details
A301	First Floor Reflected Ceiling Plan
A401	Building Elevations
A421	Building Sections
A441	Wall Sections
A442	Wall Sections & Details
A501	Enlarged Floor Plans
A521	Stair Plans and Sections, Details
A701	Interior Elevations
A721	Millwork, Sections, Details
A801	Door Schedule, Door and Window Elevations
A821	Door and Window Details
A901	First Floor Interior Finish Plan
11501	That I look interior I mish I lan
FPM01	Mechanical Symbols & Legend Sheet
Trivioi	Mechanical Symbols & Legend Sheet
F201	T' IN D I I' DI
F201	First Floor Protection Plan
P200	Underground Plumbing Plan
P201	First Floor Plumbing Plan
P601	Plumbing Riser Diagrams, Schedule & Details
P801	Plumbing Schedules
1 001	i iamoni, concation
1 001	Tramong Senedules
M200	Floor Heat Plan
M200	Floor Heat Plan
M200 M200.1	Floor Heat Plan Floor Heat Plan – Alternate #1
M200 M200.1 M201	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan
M200 M200.1 M201 M301	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan
M200 M200.1 M201 M301 M401	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections
M200 M200.1 M201 M301 M401 M501	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram
M200 M200.1 M201 M301 M401	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections
M200 M200.1 M201 M301 M401 M501	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram
M200 M200.1 M201 M301 M401 M501 M601	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details
M200 M200.1 M201 M301 M401 M501 M601	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details
M200 M200.1 M201 M301 M401 M501 M601 M801	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details Mechanical Schedules
M200 M200.1 M201 M301 M401 M501 M601 M801 E001 E100	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details Mechanical Schedules Electrical Symbols & Abbreviations Legend Electrical Site Plan
M200 M200.1 M201 M301 M401 M501 M601 M801 E001 E100 E101	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details Mechanical Schedules Electrical Symbols & Abbreviations Legend Electrical Site Plan Electrical Site Plan
M200 M200.1 M201 M301 M401 M501 M601 M801 E001 E100 E101 E201	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details Mechanical Schedules Electrical Symbols & Abbreviations Legend Electrical Site Plan Electrical Site Plan First Floor Power Plan
M200 M200.1 M201 M301 M401 M501 M601 M801 E001 E100 E101 E201 E202	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details Mechanical Schedules Electrical Symbols & Abbreviations Legend Electrical Site Plan Electrical Site Plan First Floor Power Plan Electrical Roof Plan
M200 M200.1 M201 M301 M401 M501 M601 M801 E001 E100 E101 E201 E202 E301	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details Mechanical Schedules Electrical Symbols & Abbreviations Legend Electrical Site Plan Electrical Site Plan First Floor Power Plan Electrical Roof Plan First Floor Lighting Plan
M200 M200.1 M201 M301 M401 M501 M601 M801 E001 E100 E101 E201 E202 E301 E401	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details Mechanical Schedules Electrical Symbols & Abbreviations Legend Electrical Site Plan Electrical Site Plan First Floor Power Plan Electrical Roof Plan First Floor Lighting Plan First Floor Systems Plan
M200 M200.1 M201 M301 M401 M501 M601 M801 E001 E100 E101 E201 E202 E301 E401 E501	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details Mechanical Schedules Electrical Symbols & Abbreviations Legend Electrical Site Plan Electrical Site Plan First Floor Power Plan Electrical Roof Plan First Floor Lighting Plan First Floor Systems Plan First Floor Fire Alarm Plan
M200 M200.1 M201 M301 M401 M501 M601 M801 E001 E100 E101 E201 E202 E301 E401	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details Mechanical Schedules Electrical Symbols & Abbreviations Legend Electrical Site Plan Electrical Site Plan First Floor Power Plan Electrical Roof Plan First Floor Lighting Plan First Floor Systems Plan First Floor Fire Alarm Plan One-Line Diagram
M200 M200.1 M201 M301 M401 M501 M601 M801 E001 E100 E101 E201 E202 E301 E401 E501	Floor Heat Plan Floor Heat Plan – Alternate #1 First Floor and Mezzanine Heating Piping Plan First Floor and Mezzanine Ventilation Plan Mechanical Sections Mechanical Flow Diagram Mechanical Details Mechanical Schedules Electrical Symbols & Abbreviations Legend Electrical Site Plan Electrical Site Plan First Floor Power Plan Electrical Roof Plan First Floor Lighting Plan First Floor Systems Plan First Floor Fire Alarm Plan
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User Notes:

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Number	Date	Pages
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Addendum 2R	3.29.2023	2
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Addendum 4R	4.3.2023	1
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204TM—2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title N/A Date

Pages

INIP

] Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document $A201^{\text{TM}}$ —2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

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proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

OWNER (Signature)	CONTRACTOR (Signature)
Dr. Timothy J. Mahoney, M.D. Mayor (Printed name and title)	Josh LessmanProject Manager (Printed name and title)

This Agreement entered into as of the day and year first written above.

User Notes:



Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 15th day of May in the year 2023 (In words, indicate day, month and year.)

for the following PROJECT: (Name and location or address)

Fargo Fire Department Station #8 6617 33rd St. S Fargo, ND 58102

THE OWNER:

(Name, legal status and address)

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

THE CONTRACTOR:

(Name, legal status and address)

Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56051

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GENERAL A.1

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 **GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM_2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201®-2017. General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

- § A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.
- § A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

- § A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
- § A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.
- § A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

The O Select he des	wnei t the scrip	ional Extended Property Insurance. shall purchase and maintain the insurance selected and described below. types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to tion(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or tions in the fill point below the selected item.)
[]	§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
[1	§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
1	1	§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
]]	§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
[]	§ A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
]]	§ A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
]]	§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

interest on loans, realty taxes, and insurance premiums over and above normal expenses.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

- § A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.
- § A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or selfinsured retentions applicable to any insurance required to be provided by the Contractor.
- § A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

- § A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, one million dollars (\$ 1,000,000) general aggregate, and one million dollars (\$ 1,000,000) aggregate for products-completed operations hazard, providing coverage for claims including
 - .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property:
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- § A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:
 - Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
 - .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
 - .3 Claims for bodily injury other than to employees of the insured.
 - Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees
 - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
 - .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary
 - .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
 - 8. Claims related to roofing, if the Work involves roofing.
 - Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
 - .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
 - .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- § A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than three hundred and fifty thousand dollars (\$ 350,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- § A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § A.3.2.5 Workers' Compensation at statutory limits.
- § A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.
- § A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks
- § A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.
- § A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

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- § A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.
- § A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.
- § A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

 (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: (Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 15th day of May in the year 2023 (*In words, indicate day, month and year.*)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Contractor:

(Name, legal status, address and other information)

Grotberg Electric, Inc. 1109 W. Main St Valley City, ND 58072

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

Fargo Fire Department Station #8 6617 33rd St. S Fargo, ND 58104

The Architect:

(Name, legal status, address and other information)

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 Roberts St N Ste 300 Fargo, ND 58102 Telephone Number: 701-461-7222

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement, AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

(894200626)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- [] The date of this Agreement.
- [X] A date set forth in a notice to proceed issued by the Owner.
- [] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () ca	lendar days from the date of commencement of	of the Work.
[] By the following date:		
	ontract Time as provided in the Contract Document of the entire Work, the Contractor sollowing dates:	
Portion of Work Electrical Construction	Substantial Completion Date	
§ 3.3.3 If the Contractor fails to achieve any, shall be assessed as set forth in Se	e Substantial Completion as provided in this Section 4.5.	ection 3.3, liquidated damages, if
	tor the Contract Sum in current funds for the ive Hundred Ninety-one Thousand Dollars an provided in the Contract Documents.	
§ 4.2 Alternates § 4.2.1 Alternates, if any, included in the	he Contract Sum:	
l tem Add Alternate 4, Water Quali	ty Structure	Price No Bid
Deduct Alternate 5, Low Flow	v Orifice in Control Structure	No Bid
execution of this Agreement. Upon acc	below, the following alternates may be acceptened, the Owner shall issue a Modification and that must be met for the Owner to accept the Owner to	to this Agreement.
ltem N/A	Price	Conditions for Acceptance
§ 4.3 Allowances, if any, included in the (Identify each allowance.)	ne Contract Sum:	
ltem N/A	Price	
§ 4.4 Unit prices, if any: (Identify the item and state the unit price)	ce and quantity limitations, if any, to which th	e unit price will be applicable.)
ltem N/A	Units and Limitations	Price per Unit (\$0.00)
§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidate)	uted damages, if any.)	
N/A		
§ 4.6 Other: (Insert provisions for bonus or other in	centives, if any, that might result in a change	to the Contract Sum.)
N/A		

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User Notes:

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Pay applications may be submitted by the 25th and will be paid, in the amount approved by the Architect, by the next regularly schedule City pay cycle following the Owner and Architect Review.
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

User Notes:

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

10% until project is 50% complete, then reduced to 5% for the remainder of the contract.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

0 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

User Notes:

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δ	6.2	Binding	Dispute	Resolution
3	012	- III WIII 1	Jopaco	11000101011

For any	Claim subject to,	but not resolved by,	mediation pursuan	t to Article	15 of AIA	Document A	A201-2017	, the
method	of binding disput	e resolution shall be	as follows:					
(Check	the appropriate h	or)						

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[X]	Litigation in a court of competent jurisdiction located in Cass County, ND
1	Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Amount of any completed but unpaid Work and the Contractor's Fee attributable to such Work shall be the only amounts owed to Contractor and Contractor shall receive no separate termination fee.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Chief Steve Dirksen 637 NP Avenue Fargo, ND 58102 Telephone Number: 701-241-1540

Email Address: sdirksen@fargond.gov

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Stephanie Ness 1109 West Main St. Valley City, ND 58072

User Notes:

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 This Agreement is comprised of the following documents:
 - .1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
 - .2 AIA Document A101TM_2017, Exhibit A, Insurance and Bonds
 - .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

.5 Drawings

Number	Title
G001	Cover Sheet
G101	Life Safety Plans
G200	Perspectives (For Reference Only)
C001	Civil Notes
C002	Civil Notes
C401	Utility Plan
C402	Site and Landscape Plan
C403	Grading Plan
C404	Erosion Prevention and Sediment Control Plan
C501	Typical Details - Utility
C502	Typical Details – Site and Landscape
C503	Typical Details – Site and Landscape
C504	Typical Details – Erosion Prevention and Sediment Control
S001	Structural General Notes
S002	Special Inspection Tables
S200	Footing/Foundation Plan
S201	First Floor Slab Plan
S202	Low Roof Framing & Mezzanine Framing Plan
S203	High Roof Framing Plan
S401	Framing Elevations
S601	Foundation Details
S701	Framing Details
S702	Framing Details

7

A001	General Architectural Information
A002	Architectural Site Plan, Details
A021	Wall, Floor and Roof Types
A201	First Floor and Mezzanine Plan
A221	Roof Plan and Details
A301	First Floor Reflected Ceiling Plan
A401	Building Elevations
A421	Building Sections
A441	Wall Sections
A442	Wall Sections & Details
A501	Enlarged Floor Plans
A521	Stair Plans and Sections, Details
A701	Interior Elevations
A721	Millwork, Sections, Details
A801	Door Schedule, Door and Window Elevations
A821	Door and Window Details
A901	First Floor Interior Finish Plan
FPM01	Mechanical Symbols & Legend Sheet
F201	First Floor Protection Plan
1201	That I loor I rotection I lan
P200	Underground Plumbing Plan
P201	First Floor Plumbing Plan
P601	Plumbing Riser Diagrams, Schedule & Details
P801	Plumbing Schedules
M200	Floor Heat Plan
M200.1	Floor Heat Plan – Alternate #1
M201	First Floor and Mezzanine Heating Piping Plan
M301	First Floor and Mezzanine Ventilation Plan
M401	Mechanical Sections
M501	Mechanical Flow Diagram
M601	Mechanical Details
M801	Mechanical Schedules
E001	Electrical Symbols & Abbreviations Legend
E100	Electrical Symbols & Aboreviations Legend Electrical Site Plan
E101	Electrical Site Plan
E201	First Floor Power Plan
E202	Electrical Roof Plan
E301	First Floor Lighting Plan
E401	First Floor Systems Plan
E501	First Floor Fire Alarm Plan
E801	One-Line Diagram
E802	Motor Equipment Schedule & Riser
E803	Lighting Schedules & Details
E804	Details, Schedules & Riser Diagrams
E901	Schedules
E902	Schedules

.6 Specifications

Section

Init.

Title

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS

(00 0200	INVITATION TO BID
(00 1000	INSTRUCTIONS TO BIDDERS
(00 1001	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
(00 3000	FORMS
(00 7000	GENERAL CONDITIONS
		ARTICLE 16 – SUPPLEMENTARY CONDITIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 2300	ALTERNATES
01 2500	SUBSTITUTION PROCEDURES
01 2600	CONTRACT MODIFICATION PROCEDURES
01 2900	PAYMENT PROCEDURES
01 3100	PROJECT MANAGEMENT AND COORDINATION
01 3200	CONSTRUCTION PROGRESS DOCUMENTATION
01 3300	SUBMITTAL PROCEDURES
01 4000	QUALITY REQUIREMENTS
01 4533	CODE-REQUIRED SPECIAL INSPECTIONS
01 5000	TEMPORARY FACILITES AND CONTROLS
01 6000	PRODUCT REQUIREMENTS
01 7300	EXECUTION
01 7700	CLOSEOUT PROCEDURES
01 7823	OPERATION AND MAINTENANACE DATA

DIVISION 03 - CONCRETE

03 0130	MAINTENANCE OF CAST-IN PLACE CONCRETE
03 1000	CONCRETE FORMING AND ACCESSORIES
03 2000	CONCRETE REINFORCING
03 3000	CAST-IN-PLACE CONCRETE
03 3543	POLISHED CONCRETE FININISHING
03 4100	PRECAST STRUCTURAL CONCRETE

DIVISION 04 - MASONRY

04 2000 UNIT MASONRY

DIVISION 05 - METALS

05 1200	STRUCTURAL STEEL FRAMING
05 3100	STEEL DECKING
05 4000	COLD-FORMED METAL FRAMING
05 5000	METAL FABRICATIONS
05 5113	METAL PAN STAIRS
05 5213	PIPE AND TUBE RAILINGS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1053	MISCELLANEOUS ROUGH CARPENTRY
06 1600	SHEATHING
06 4116	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS
06 6400	PLASTIC PANELING

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 2100	THERMAL INSULATION
07 2500	WEATHER BARRIERS
07 2600	VAPOR RETARDERS
07 4213.13	FORMED METAL WALL PANELS
07 4293	SOFFIT PANELS
07 5323	ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING
07 6200	SHEET METAL FLASHING AND TRIM
07 8413	PENETRATION FIRESTOPPING
07 8443	JOINT FIRESTOPPING
	JOINT PRESTOTTING

DIVISION 08 - OPENINGS

08 1113	HOLLOW METAL DOORS AND FRAMES
08 1416	FLUSH WOOD DOORS
08 3613	SECTIONAL DOORS
08 4113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
08 7100	DOOR HARDWARE
08 8000	GLAZING

DIVISION 09 - FINISHES

09 2900	GYPSUM BOARD
09 3013	CERAMIC TILING
09 5113	ACOUSTICAL PANEL CEILINGS
09 6513	RESILIENT BASE AND ACCESSORIES
09 6566	RESILIENT ATHLETIC FLOORING
09 7200	WALL COVERING
09 9114	EXTERIOR PAINTING
09 9124	INTERIOR PAINTING
09 9600	HIGH-PERFORMANCE COATINGS
09 9723	CONCRETE AND MASONRY COLOR TREATMENT

DIVISION 10 - SPECIALTIES

10 1416	PLAQUES
10 1419	DIMENSIONAL LETTER SIGNAGE
10 1423.16	ROOM-IDENTIFICATION PANEL SIGNAGE
10 2600	WALL AND DOOR PROTECTION

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10 2800	TOILET, BATH AND LAUNDRY ACCESSORIES
10 4413	FIRE PROTECTION CABINETS
10 4416	FIRE EXTINGUISHERS
10 5030	TURNOUT GEAR LOCKERS WALL MOUNTED
10 7516	GROUND-SET PLAGPOLES

DIVISION 11 - EQUIPMENT

11 3013 **APPLIANCES**

DIVISION 12 - FURNISHINGS

12 2413	ROLLER WINDOW SHADES
12 3661.16	SOLID SURFACING COUNTERTOPS
12 3661.19	QUARTZ AGGLOMERATE COUNTERTOPS

DIVISION 20 - BASIC MECHANICAL REQUIREMENTS

20 0513	COMMON MOTOR REQUIREMENTS
20 0516	EXPANSION FITTINGS AND LOOPS FOR PIPING
20 0517	SLEEVES AND SLEEVE SEALS FOR PIPING
20 0518	ESCUTCHEONS FOR PIPING
20 0519	METERS AND GAGES FOR PIPING
20 0523	VALVES
20 0529	HANGERS AND SUPPORTS FOR PIPING AND EQUIPMENT
20 0548	VIBRATION CONTROLS
20 0553	IDENTIFICATION
20 0716	EQUIPMENT INSULATION
20 0719	PIPING INSULATION

DIVISION 21 - FIRE SUPPRESSION

21 1313 WET/DRY-PIPE SPRINKLER SYSTEMS

DIVISION 22 - PLUMBING

22 1116	DOMESTIC WATER PIPING
22 1119	DOMESTIC WATER PIPING SPECIALTIES
	DIGITAL DOMESTIC WATER TEMPERING AND RECIRCULATION SYSTEM
22 1120	
22 1123	DOMESTIC WATER PUMPS
22 1316	SANITARY WASTE AND VENT PIPING
22 1319	SANITARY WASTE PIPING SPECIALTIES
22 1413	STORM DRAINAGE PIPING
22 1423	STORM DRAINAGE SPECIALTIES
22 1513	GENERAL-SERVICE COMPRESSED-AIR PIPING
22 1519	GENERAL-SERVICE PACKAGED AIR COMPRESSORS AND RECIEVERS

22 3400	FUEL-FIRED, DOMESTIC-WATER HEATERS		
22 4213.13	COMMERCIAL WATER CLOSETS		
22 4216.13	COMMERCIAL LAVATORIES		
22 4216.16	COMMERCIAL SINKS		
22 4223	COMMERCIAL SHOWERS		
22 4716	PRESSURE WATER COOLERS		
DIVISION 2	3 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)		
23 0593	TESTING, ADJUSTING, AND BALANCING FOR HVAC		
23 0713	DUCT INSULATION		
23 0923	HVAC INSTRUMENTATION CONTROLS		
23 0923.11	CONTROL VALVES		
23 0923.12	CONTROL DAMPERS		
23 0923.30	VARIABLE FREQUENCY CONTROLLERS		
23 0993.11	SEQUENCE OF OPERATION		
23 1123	FACILITY NATURAL-GAS PIPING		
23 2113	HYDRONIC PIPING		
23 2116	HYDRONIC PIPING SPECIALTIES		
23 2123	HYDRONIC PUMPS		
23 2300	REFRIGERANT PIPING		
23 2513	WATER TREATMENT FOR CLOSED-LOOP HYDRONIC SYSTEMS		
23 3113	METAL DUCTS		
23 3300	AIR DUCT ACCESSORIES		
23 3423	HVAC POWER VENTILATORS		
23 3500	VEHICLE EXHUAST SYSTEM		
23 3713	DIFFUSERS, REGISTERS, AND GRILLES		
23 3720	HVAC LOUVERS		
23 3720	HVAC GRAVITY VENTILATORS		
23 4100	PARTICULATE AIR FILTRATION		
23 5216	CONDENSING BOILERS		
23 7200	AIR-TO-AIR ENERGY RECOVERY EQUIPMENT		
23 7423.13	PACKAGED, INDOOR, HEATING-ONLY MAKEUP-AIR UNITS		
23 8126	SPLIT-SYSTEM AIR CONDITIONERS		
23 8126.11	HYDRONIC AIR COILS		
23 8239.13	CABINET UNIT HEATERS		
23 8239.16	PROPELLER UNIT HEATERS		
23 8316	RADIANT-HEATING HYDRONIC PIPING		
DIVISION 20	DIVISION 26 – ELECTRICAL		
26 0100	BASIC MATERIAL AND METHODS		
26 0400	ELECTRIC SERVICE		
26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES		
26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS		
26 0529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS		
26 0533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS		

1

26 0544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND
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26 0573.13	SHORT-CIRCUIT STUDIES
26 0573.16	COORDINATION STUDIES
26 0573.19	ARC-FLASH HAZARD ANALYSIS
26 0923	LIGHTING CONTROL DEVICES
26 2413	SWITCHBOARDS
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26 2813	FUSES
26 2816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS
26 3213	DIESEL EMERGENCY ENGINE GENERATORS
26 3600	TRANSFER SWITCHES
26 4313	SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER
	CIRCUITS
26 5100	INTERIOR LIGHTING
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DIVISION 27 - COMMUNICATIONS

27 0536	CABLE TRAYS FOR COMMUNICATION SYSTEM
27 1300	OUTSIDE PLANT COMMUNICATION SYSTEMS
27 1513	COMMUNICATIONS COPPER HORIZONTAL CABLING

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 1000	ACCESS CONTROL
28 4621.11	ADDRESSABLE FIRE-ALARM SYSTEMS

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 1713	POST GUARD BOLLARD COVER
32 3100	FENCES AND GATES
32 8400	PLANTING IRRIGATION

.7 Addenda, if any:

Number	Date	Pages
Addendum 1R	3.21.2023	42
Addendum 2R	3.29.2023	2
Addendum 3R	3.30.2023	4
Addendum 4R	4.3.2023	1
Addendum 5R	4.12.2023	10

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

		D	ocum	ents unless the biddin	ng or proposal requirements are	also enumerated in thi	s Article 9.
	.8	((and include appropriate informa	ation identifying the ex	chibit where
		ſ	1		04 TM –2017, Sustainable Projects The E204-2017 incorporated into		cated below;
		[]	The Sustainability	Plan:		
			Title N/A		Date	Pages	
		[]	Supplementary and	other Conditions of the Contrac	t:	
			Docu	ument	Title	Date	Pages
	,9	(L De sa re pr	ist he ocume imple quire oposo	ent A201TM_2017 pro forms, the Contracto ments, and other info als, are not part of the	ted below: cuments that are intended to forn covides that the advertisement or i r's bid or proposal, portions of A rmation furnished by the Owner e Contract Documents unless en aere only if intended to be part of	invitation to bid, Instr Addenda relating to bi in anticipation of rec umerated in this Agred	uctions to Bidders, idding or proposal eiving bids or ement. Any such
This Ag	greeme	ent	entere	ed into as of the day a	and year first written above.		
OWNE	R (Sig	nat	ure)		CONTRACTOR	R (Signature)	
	Dr. Timothy J. Mahoney, M.D. Mayor (Printed name and title) Stephanie Ness Secretary/Treasurer (Printed name and title)						
,				,	,	/	



Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 15th day of May in the year 2023 (In words, indicate day, month and year.)

for the following **PROJECT**: (Name and location or address)

Fargo Fire Department Station #8 6617 33rd St. S Fargo, ND 58102

THE OWNER:

(Name, legal status and address)

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

THE CONTRACTOR:

(Name, legal status and address)

Grotberg Electric, Inc. 1109 W. Main St Valley City, ND 58072

TABLE OF ARTICLES

A.1 **GENERAL**

A.2 **OWNER'S INSURANCE**

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 **GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM_2017, General Conditions of the Contract for Construction.

ARTICLE A.2 **OWNER'S INSURANCE**

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

- § A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.
- § A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

- § A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
- § A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.
- § A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

The Owner si (Select the ty) the description	nal Extended Property Insurance. The particular content of the insurance selected and described below. The particular content of the insurance selected and described below. The particular content of the insurance is required to purchase and maintain by placing an X in the box(es) next to the insurance. For each type of insurance selected, indicate applicable limits of coverage or the fill point below the selected item.)
1.1	§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
I 1	§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
[]	§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
[]	§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above

[] § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

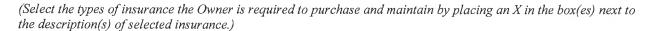
the total costs that would normally have been incurred during the same period of time had no loss or

- § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- [] § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

damage occurred.

The Owner shall purchase and maintain the insurance selected below.



§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

- § A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.
- § A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.
- § A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

- § A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, one million dollars (\$ 1,000,000) general aggregate, and one million dollars (\$ 1,000,000) aggregate for products-completed operations hazard, providing coverage for claims including
 - .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- 5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- § A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:
 - .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
 - .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
 - .3 Claims for bodily injury other than to employees of the insured.
 - .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
 - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
 - .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
 - .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
 - .8 Claims related to roofing, if the Work involves roofing.
 - .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
 - .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
 - .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- § A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than three hundred and fifty thousand dollars (\$ 350,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- § A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § A.3.2.5 Workers' Compensation at statutory limits.
- § A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.
- § A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks
- § A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.
- § A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

- § A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.
- § A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.
- § A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- [] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- f 1 § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: (Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

User Notes:

(1749580082)



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 15th day of May in the year 2023 (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Contractor:

(Name, legal status, address and other information)

Manning Mechanical, Inc. 4210 19th Avenue North Fargo, ND 58102

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

Fargo Fire Department Station #8 6617 33rd St. S Fargo, ND 58104

The Architect:

(Name, legal status, address and other information)

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 Roberts St N Ste 300 Fargo, ND 58102 Telephone Number: 701-461-7222

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

	ľ	- 1	The	date	of this	Agreement.
--	---	-----	-----	------	---------	------------

[X] A date set forth in a notice to proceed issued by the Owner.

[] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

(1699248762)

[] Not]	later than () calendar days fr	om the date of commencemen	t of the Work.
[] By th	ne following	date:		
	or to Substan	tial Completion of t	he entire Work, the Contracto	cuments, if portions of the Work are r shall achieve Substantial
Portion of \ Mechanica	Work al Constructio	on	Substantial Completion Date	
§ 3.3.3 If the Contra any, shall be assessed			Completion as provided in this	Section 3.3, liquidated damages, if
§ 4.1 The Owner sh Contract. The Contr	act Sum shal	l be One Million Tv		e Contractor's performance of the busand Five Hundred Dollars and the Contract Documents.
§ 4.2 Alternates § 4.2.1 Alternates, in	fany, include	ed in the Contract S	um:	
ltem Add Altern	ate 4, Water	Quality Structure		Price No Bid
Deduct Alt	ernate 5, Lov	v Flow Orifice in C	ontrol Structure	No Bid
execution of this Ag	reement. Upo	on acceptance, the (llowing alternates may be according alternates may be according a Modification of the Monder to	on to this Agreement.
ltem N/A			Price	Conditions for Acceptance
§ 4.3 Allowances, if (Identify each allow		d in the Contract St	um:	
Item N/A			Price	
§ 4.4 Unit prices, if (Identify the item an	*	uit price and quanti	ty limitations, if any, to which	the unit price will be applicable.)
Item N/A			Units and Limitations	Price per Unit (\$0.00)
§ 4.5 Liquidated dar (Insert terms and co			if any.)	
N/A				
§ 4.6 Other: (Insert provisions fo	r bonus or ot	her incentives, if ar	ny, that might result in a chang	ge to the Contract Sum.)
N/A				

Init.

ARTICLE 5 **PAYMENTS**

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Pay applications may be submitted by the 25th and will be paid, in the amount approved by the Architect, by the next regularly schedule City pay cycle following the Owner and Architect Review.
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201™_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

lnit.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

10% until project is 50% complete, then reduced to 5% for the remainder of the contract.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

0 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

8	6.2	Binding	ı Disi	nute	Resol	lution
3	U.E	Dillallic		Dare	11030	IULIVII

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[X]	Litigation in a court of competent jurisdiction located in Cass County, ND
[]	Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Amount of any completed but unpaid Work and the Contractor's Fee attributable to such Work shall be the only amounts owed to Contractor and Contractor shall receive no separate termination fee.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Chief Steve Dirksen 637 NP Avenue Fargo, ND 58102 Telephone Number: 701-241-1540

Email Address: sdirksen@fargond.gov

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Zach Osbjornson Manning Mechanical, Inc. 4210 19th Avenue North Fargo, ND 58102

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

Init.

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§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM_2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

.5 Drawings

Number	Title
G001 G101	Cover Sheet Life Safety Plans
G200	Perspectives (For Reference Only)
C001	Civil Notes
C002	Civil Notes
C401	Utility Plan
C402	Site and Landscape Plan
C403	Grading Plan
C404	Erosion Prevention and Sediment Control Plan
C501	Typical Details - Utility
C502	Typical Details – Site and Landscape
C503	Typical Details – Site and Landscape
C504	Typical Details – Erosion Prevention and Sediment Control
S001	Structural General Notes
S002	Special Inspection Tables
S200	Footing/Foundation Plan
S201	First Floor Slab Plan
S202	Low Roof Framing & Mezzanine Framing Plan
S203	High Roof Framing Plan
S401	Framing Elevations
S601	Foundation Details
S701	Framing Details
S702	Framing Details

A001	General Architectural Information
A002	Architectural Site Plan, Details
A021	Wall, Floor and Roof Types
A201	First Floor and Mezzanine Plan
A221	Roof Plan and Details
A301	First Floor Reflected Ceiling Plan
A401	Building Elevations
A421	Building Sections
A441	Wall Sections
A442	Wall Sections & Details
A501	Enlarged Floor Plans
A521	Stair Plans and Sections, Details
A701	Interior Elevations
A721	Millwork, Sections, Details
A801	Door Schedule, Door and Window Elevations
A821	Door and Window Details
A901	First Floor Interior Finish Plan
A301	That Proof Interior Philan Flam
FPM01	Mechanical Symbols & Legend Sheet
F201	First Floor Protection Plan
P200	Underground Plumbing Plan
P201	First Floor Plumbing Plan
P601	Plumbing Riser Diagrams, Schedule & Details
P801	Plumbing Schedules
M200	Place Hard Place
M200	Floor Heat Plan
M200.1	Floor Heat Plan – Alternate #1
M201	First Floor and Mezzanine Heating Piping Plan
M301	First Floor and Mezzanine Ventilation Plan
M401	Mechanical Sections
M501	Mechanical Flow Diagram
M601	Mechanical Details Mechanical Schedules
M801	Mechanical Schedules
E001	Electrical Symbols & Abbreviations Legend
E100	Electrical Site Plan
E101	Electrical Site Plan
E201	First Floor Power Plan
E202	Electrical Roof Plan
E301	First Floor Lighting Plan
E401	First Floor Systems Plan
E501	First Floor Fire Alarm Plan
E801	One-Line Diagram
E802	Motor Equipment Schedule & Riser
E803	Lighting Schedules & Details
E804	Details, Schedules & Riser Diagrams
E901	Schedules
E902	Schedules

.6 Specifications

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METAL FABRICATIONS

Init.

05 5000



Fire Department

637 NP Avenue Fargo, ND 58102 www.ci.fargo.nd.us/fire Phone: 701-241-1540 Fax: 701-241-8125

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1053	MISCELLANEOUS ROUGH CARPENTRY
06 1600	SHEATHING
06 4116	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS
06 6400	PLASTIC PANELING

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 2100	THERMAL INSULATION
07 2500	WEATHER BARRIERS
07 2600	VAPOR RETARDERS
07 4213.13	FORMED METAL WALL PANELS
07 4293	SOFFIT PANELS
07 5323	ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING
07 6200	SHEET METAL FLASHING AND TRIM
07 8413	PENETRATION FIRESTOPPING
07 8443	JOINT FIRESTOPPING
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08 1113	HOLLOW METAL DOORS AND FRAMES
08 1416	FLUSH WOOD DOORS
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08 4113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
08 7100	DOOR HARDWARE
08 8000	GLAZING

DIVISION 09 - FINISHES

GYPSUM BOARD
CERAMIC TILING
ACOUSTICAL PANEL CEILINGS
RESILIENT BASE AND ACCESSORIES
RESILIENT ATHLETIC FLOORING
WALL COVERING
EXTERIOR PAINTING
INTERIOR PAINTING
HIGH-PERFORMANCE COATINGS
CONCRETE AND MASONRY COLOR TREATMENT

DIVISION 10 - SPECIALTIES

10 1416 **PLAQUES**

User Notes:

0 1419 DIMENSIONAL LETTER SIGNAGE

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10 1423 16	ROOM-IDENTIFICATION PANEL SIGNAGE
10 2600	WALL AND DOOR PROTECTION
10 2800	TOILET, BATH AND LAUNDRY ACCESSORIES
10 4413	FIRE PROTECTION CABINETS
10 4416	FIRE EXTINGUISHERS
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12 3661.19	QUARTZ AGGLOMERATE COUNTERTOPS

GROUND-SET PLAGPOLES

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20 0516	EXPANSION FITTINGS AND LOOPS FOR PIPING
20 0517	SLEEVES AND SLEEVE SEALS FOR PIPING
20 0518	ESCUTCHEONS FOR PIPING
20 0519	METERS AND GAGES FOR PIPING
20 0523	VALVES
20 0529	HANGERS AND SUPPORTS FOR PIPING AND EQUIPMENT
20 0548	VIBRATION CONTROLS
20 0553	IDENTIFICATION
20 0716	EQUIPMENT INSULATION
20 0719	PIPING INSULATION

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DIVISION 22 - PLUMBING

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22 1119	DOMESTIC WATER PIPING SPECIALTIES
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22 1120	
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22 1316	SANITARY WASTE AND VENT PIPING
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22 1413	STORM DRAINAGE PIPING
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		Fargo, ND 58102
92 1513	GENERAL-SERVICE COMPRESSED-AIR PIPING	www.ci.fargo.nd.us/fire
22 1519	GENERAL-SERVICE PACKAGED AIR COMPRESSORS ANI	RECIEVER 5 hone: 701-241-1540
22 3400	FUEL-FIRED, DOMESTIC-WATER HEATERS	Fax: 701-241-8125
22 4213.13	COMMERCIAL WATER CLOSETS	
22 4216.13	COMMERCIAL LAVATORIES	
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23 0923.11	CONTROL VALVES
23 0923.12	CONTROL DAMPERS
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23 0993.11	SEQUENCE OF OPERATION
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23 5216	CONDENSING BOILERS
23 7200	AIR-TO-AIR ENERGY RECOVERY EQUIPMENT
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	26 0400	ELECTRIC SERVICE	
	26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	
20	26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	

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y,	26 0533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS Phone: 70
	26 0544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND Fax: 70
		CABLING
	26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
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(Row deleted)

26 5619

Addenda, if any:

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Addendum 2R	3.29.2023	2
Addendum 3R	3.30.2023	4
Addendum 4R	4.3.2023	1
Addendum 5R	4 12 2023	10

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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.8	Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.)						
]]		4 TM –2017, Sustainable Projects e <i>E204-2017 incorporated into</i>		cated below:	
	[]	The Sustainability P	lan:			
		Title N/A	A	Date	Pages		
	[]	Supplementary and	other Conditions of the Contrac	t:		
		Docu	ment	Title	Date	Pages	
Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™—2017 provides that the advertisement or invitation to bid, Instructions to Bidder sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)					actions to Bidders, dding or proposal riving bids or ment. Any such		
This Agreem	ent	entered	d into as of the day ar	d year first written above.			
OWNER (Si	gnat	ure)		CONTRACTOR	R (Signature)		
Dr. Timothy J. Mahoney, M.D. Mayor (Printed name and title)				Zach Osbjorn (Printed name	son Project Manager e and title)		

User Notes:



Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 15th day of May in the year 2023 (In words, indicate day, month and year.)

for the following **PROJECT**: (Name and location or address)

Fargo Fire Department Station #8 6617 33rd St. S Fargo, ND 58102

THE OWNER:

(Name, legal status and address)

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

THE CONTRACTOR:

(Name, legal status and address)

Manning Mechanical, Inc. 4210 19th Avenue North Fargo, ND 58102

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM_2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

- § A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.
- § A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

- § A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
- § A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.
- § A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance. The Owner shall purchase and maintain the insurance selected and described below. (Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.) [] § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss. [] § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project. § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property. § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred. [] § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance. § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical

§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the [] Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

damage.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, 1 1 including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

- § A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.
- § A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or selfinsured retentions applicable to any insurance required to be provided by the Contractor.
- § A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

- § A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, one million dollars (\$ 1,000,000) general aggregate, and one million dollars (\$1,000,000) aggregate for products-completed operations hazard, providing coverage for claims including
 - .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

- .2 personal injury and advertising injury;
- damages because of physical damage to or destruction of tangible property, including the loss of use of such property:
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- § A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:
 - Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
 - .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
 - .3 Claims for bodily injury other than to employees of the insured.
 - Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
 - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
 - Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary
 - .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
 - .8 Claims related to roofing, if the Work involves roofing.
 - Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
 - .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
 - Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- § A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than three hundred and fifty thousand dollars (\$ 350,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- § A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § A.3.2.5 Workers' Compensation at statutory limits.
- § A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.
- § A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks
- § A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.
- § A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

- § A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.
- § A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.
- § A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- [] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: (Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

7



City of Fargo Staff Report				
Title:	The District of Fargo Fifth Addition	Date: Update:	12/1/2022 5/11/2023	
Location:	3770 and 3788 55 th Avenue South	Staff Contact:	Luke Morman, Planner	
Legal Description:	Lots 1 & 2, Block 1, District of Fargo Fourth Addition			
Owner(s)/Applicant:	RRCOM LL / Brian Pattengale (Houston Engineering) Engineer: Houston Engineering			
Entitlements Requested: Minor Subdivision (Replat of Lots 1 and 2, Block 1, District of Fargo Fourth Addition				
Status:	City Commission Public Hearing: May 15, 2023			

Existing	Proposed
Land Use: Vacant	Land Use: Commercial
Zoning: LC, Limited Commercial, with a C-O, Conditional Overlay	Zoning: Unchanged
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, offices, off premise advertising signs, commercial parking, retail sales and service, self-service storage, vehicle repair, limited vehicle service, and certain telecommunication facilities. Conditional Overlay (C-O) No. 5320 regulates signs, restricts land uses, and provides design standards.	Uses Allowed: Unchanged
Maximum Lot Coverage Allowed: 55%	Maximum Lot Coverage Allowed: Unchanged

Proposal:

The applicant is seeking approval of a minor subdivision located at 3770 and 3788 55th Avenue South. The request is to combine the existing two lots into a one lot minor subdivision entitled The District of Fargo Fifth Addition.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: Across 55 Ave S is LC, Limited Commercial with a C-O, Conditional Overlay, with vacant land and retail sales and service;
- East: MR-3, Multi-Dwelling Residential with a C-0, Conditional Overlay, with multi-dwelling structures;
- South: MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, with multi-dwelling structures;
- West: Across 38 St S is LC, Limited Commercial with vacant land and MR-3, Multi-Dwelling Residential with multi-dwelling structures.

NOTE: The existing C-O (Ordinance No. 5320) shall carry through with this proposed minor subdivision and will not change.

Area Plans:

According to the 2007 Growth Plan, the subject property is designated as "Commercial." The current LC, Limited Commercial zoning is consistent with this land use designation.



Legend

Park, Open Space and Trails

Med High Res

Low/Medium Density Residential

Either Office or Commercial

Commercial or Medium/High Density

Commercial

Schools and Parks:

Schools: The subject property is located within the Fargo School District and is served by Kennedy Elementary, Carl Ben Eielson Middle, and Fargo South High schools.

Neighborhood: The subject property is located within The District neighborhood.

Parks: The Pines Park is approximately half a mile to the west of the subject property. Amenities include basketball court, playground, shelter, & trails.

Pedestrian / Bicycle: There are ten foot wide tails along 52nd Avenue South, eight foot wide tails along 53nd Avenue South, eight food wide trails on the west sides of 42nd Street South and 38th Street South, and shared-use paths within The Pines Park that connect to the metro area trail system.

Bus Route: The subject property is within a quarter mile of route 18, which runs along 53th Ave S, 38th St S, 52nd Ave S, and 42nd St S. This route has a bus stop located at the Walmart at 3757 55 Ave S which is within a quarter mile of the subject property.

Staff Analysis:

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved:

 Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.

This subdivision is intended to replat two existing lot into one new lot. The property within this plat is currently zoned LC, Limited Commercial, and no change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received and responded to one inquiry about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. (Criteria Satisfied)

2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals. (Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat, **The District of Fargo Fifth Addition**, as outlined within the staff report, as the proposal complies with the 2007 Growth Plan, standards of Section 20-0907.B & C, standards of Article 20-06, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: December 6, 2022

At the December 6th, 2022 Planning Commission hearing, by a vote of 7-0 with two Commissioners absent and two Commission seats vacant, that Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission the proposed subdivision plat, **The District of Fargo Fifth Addition** as outlined within the staff report, as the proposal complies with the 2007 Growth Plan, standards of Section 20-0907.B & C, standards of Article 20-06, and all other applicable requirements of the Land Development Code."

Attachments:

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

Minor Subdivision

The District of Fargo Fifth Addition 3788 & 3770 55th Avenue South 52 AVE S 53 AVE S Subject Property 55 AVE S 56 AVES 129 58 AVE S 38 ST S ഗ S 36 55 AVE S 38 ST 250 500 1,000 Feet Legend AGU LC MHP SB-3 GC WR-3 P/U SR-5 GO MR-3 UMU Sity Limits 38518 56 AVES 210 420 Feet

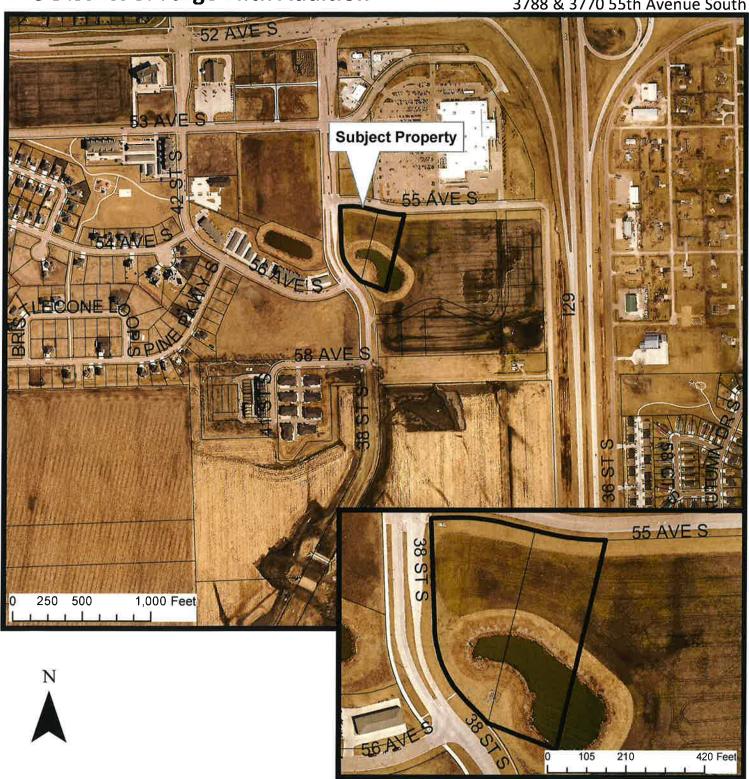


Fargo Planning Commission December 6, 2022

Minor Subdivision

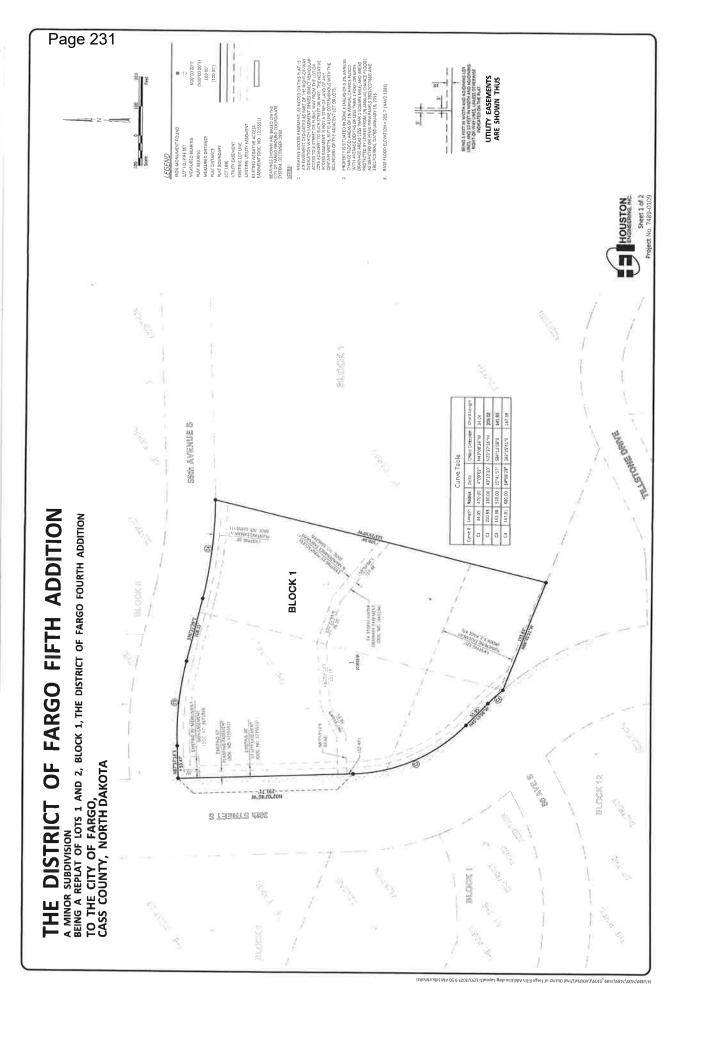
The District of Fargo Fifth Addition

3788 & 3770 55th Avenue South





Fargo Planning Commission December 6, 2022



NOIL

ADDITION

THE DISTRICT OF FARGO FIFTH ADD		BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1, THE DISTRICT OF FARGO FOURTH		
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	A MINOR SUBDIVISION	χEIN	TO THE CITY OF FARGO,	CASS COUNTY, NORTH DAKOTA
	_		-	_

HE DISTRICT OF FARGO FOUR	CITY ENGINEERS APPROVAL Approved by the Fargo City Engineer this
BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1, THE DISTRICT OF FARGO FOUR TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA	OWNERS CERTIFICATE: NOW ALL PERSONS BY THESE PRESENTS: That RRCOM, LLC, a North Dakota limited fabrilly company; bit the owner and provision of the officiently described that of land.

Brenda E, Demig, PE, City Engineer

State of North Dakota

County of Cass

NOW ALL PERSONS BY THESE PRESENTS: That RRCOM, LLC, a Nort company, is the cymer and proprietor of the following described tract of isn Lots 1 and 2, Block 1, The District of Fargo Fourth Addition to the City o
Said tract contains 4,68 acres, more or less.
And that said party has caused the same to be surveyed and replatted as T FIFTH ADDITION to the City of Fargo, Cass County, North Dakota.
OWNER: PROCOM, LLC
Nathan Skaff, Member of RRCOM, LLC
State of North Dakota
County of Cass

On this [127] day of Februaria, 20.23. before me personally appeared Nethern Sostiff Memerice of REGOLD, LCL, a Meth Education from lot that the common process to the personal review of executed in set of the securities of the distribution of the common for the





Rocky Schnedor, Chek Fargo Planning Commissik

I, Jamas A, Schlieman, Professional Land Surveyor under the laws of the State of North Dabkid, John by early yet fight the this servey of additional paying verify that this pile is a true and correct representation of the survey of said subdividual; that the mornments for the guidence of future surveys have been located or spaced in the grand as strong. SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

State of North Dakota

County of Cass





On this start of Alexton 20.23, before me personal housing becomined floatly determined from the personal floatly demonstrate from the personal floatly demonstrate from the personal floatly demonstrate floatly instruction of the floatly f

My April Wards Will

On this 31st day of MANAY 2023, before me personally appeared James A. Soft-many. Protessing Land Surveys foroun to me to be the person who is osseribed in any who received the within historyment and actinovidesged to me that he associated the same has the new actinoted the same. - 38 County of Cass



Votany Public: L

FARGO CITY COMMISSION APPROVAL Approved by the Board of City Commissions

Imothy J. Mahoney, Mayor	Steven Sprague, City Auditor
Timothy J.	Affest: Ste

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Slate of North Dakota	County of Cass	

On this day of ... 20 before more and a person of the second of the seco

Notary Public

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FARGO PLANNING COMMISSION APPROVAL
Approved by the Cry of Figure Planning Commission this to day of
Develors



State of North Dekota





FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Lt Jared Crane

Date: 05.03.2023

RE: Bias Motivation and Hate Crime Report – April 2023

RECEIVED
FARGO POLICE DEPARTMENT

MAY 0 3 2023

WILLIAM S AHLFELDT CAPTAIN REF: A.C. STEFFOWZEZ TIN COMMANDERAL FARGO POL TE DEPARTMENT

MAY 0 5 2023

DAVID & ZIBOLSKI CHIEF OF POLICE DE REF:

CC: P. SWIFT FOR 5/15 COMMISSION CONSENT ABENDA

There were two reports for the month of April which were initially categorized as having potential bias motivation or a hate element. One case involves an on-going dispute between a father and his adult son who is gay. The father clearly does not like the fact that his son is gay, and sent several texts messages to his son using vulgar, homosexual slurs. The case has 'harassment-hate crime' listed as the offense. The other report was initially created for a bias motivation towards a transgender person with the offense listed as 'harassment-hate crime'.

The following are the two cases listed for the month of April:

- 23-22538; harassment-hate crime; 111 8 St S The suspect in this case is the father of the adult male victim who is gay. The father expects his son to continuously send him money. The victim stopped sending his father money; which infuriated him. The suspect then sent several text messages which consisted of vulgar homosexual slurs as well as threats. The primary motivation in this case is the money situation and not the victim being targeted due to his sexual orientation. The case was reviewed by the prosecutor and the charge amended to 'disorderly conduct' rather than the harassment-hate crime ordinance. The bias motivation has been removed from this case.
- 23-25362; harassment-hate crime; 709 27 St N The victim in this case is transgender. While at work, the victim was having a conversation with a co-worker (suspect). The suspect made an anti-transgender statement which alarmed the victim and caused concern. The suspect did not directly threaten the victim, but rather made the inappropriate comment about transgender people in a general sense. Although the comment was disturbing to the victim, it involved constitutionally protected activity regarding free speech and, therefore, was not a crime. Since no crime existed for this incident, the bias motivation was removed from the case.

In summary, at this point in 2023, there have been two reports generated showing a motivation bias; however, they do not apply to the city hate crime ordinances.

RECEIVED
FARGO POLICE DEPARTMENT

MAY 0 3 2023

TRAVIS STEFONOWICZ





FLEET MANAGEMENT, FORESTRY STREETS & SEWERS **WATERMAINS & HYDRANTS**

Phone: 701.241.1453 | Fax: 701.241.8100

402 23rd Street North Fargo, ND 58102

FargoND.gov

May 11, 2023

The Honorable Board of City Commissioners 225 4th Street N. Fargo, ND 58102

> 2023 FARGO/CASS COUNTY MOSQUITO CONTROL AGREEMENT Re:

Commissioners:

Enclosed please find the Fargo/Cass Mosquito Control Agreement for the 2023 mosquito season. At this time, the enclosed contract has been fully reviewed and approved by city staff. The Fargo contract costs have remained consistent with the 2022 contract and no changes have been made.

All funding associated with the enclosed agreement has been fully accounted for within the 2023 vector control budget.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Mosquito Control Agreement with Cass County for 2023.

Respectfully submitted,

Ben Dow

Public Works Director

2023 MOSQUITO CONTROL AGREEMENT CITY OF FARGO AND CASS COUNTY GOVERNMENT

This is an agreement to formalize the partnership for mosquito control between the City of Fargo and Cass County Government during the 2023 mosquito control season. The agreement is made between the City of Fargo, whose office is located at 200 North 3rd Street, Fargo, North Dakota 58102, hereinafter CITY, and Cass County Government whose office is 211 Ninth Street, Fargo, ND 58018 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1. COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2023 season, approximately \$835,500 in Vector Control Mill funds has been designated for the Countywide Vector Program. COUNTY funds will be used within the CITY and in surrounding areas with the objective being to distribute products and services commensurate with the source of revenue.
- 2. In addition to service provided in paragraph 1, COUNTY will provide services within the CITY for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, spraying mosquitoes in and surrounding Fargo including parks and schools, inspection of public and private property, collection of mosquito traps for population monitoring. The COUNTY Vector Director will provide technical direction and coordination of these activities. The Vector Director will also work in cooperation with CITY officials to provide other technical and administrative assistance as necessary.
- 3. CITY agrees to provide funding to support the activities referred to in paragraph 2. The total cost for these activities is \$290,000. Estimated start date and end dates for activities is April 15th to October 1st respectively.
- 4. COUNTY will provide services within the predetermined "Extra-territorial" area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, inspection of public and private property, and collection of mosquito traps for population monitoring.
- 5. CITY agrees to fund fifty percent (50%) of the activities described in paragraph 4. COUNTY agrees to fund fifty percent (50%) of the activities described in paragraph 4. Anticipated total cost of services defined in paragraph 4 are estimated to not exceed \$40,000.
- COUNTY will provide monthly statements to CITY of time and materials, and invoice CITY monthly.
- 7. CITY agrees to fund the cost of city-wide adult mosquito spraying at \$3,000 per full application. Estimate between 5 and 10 applications per season dependent upon conditions. Adult mosquito spraying will be invoiced monthly.
- 8. If funding needed to maintain activities in paragraph 2 and paragraph 5 is forecasted to exceed \$302,000 COUNTY must provide CITY with written notice requesting contract adjustment 14 days prior to contract funding shortfall. All COUNTY contract adjustments will receive acceptance or rejection through written notice by CITY within 10 days of request. Failure by CITY to respond to COUNTY within 10 days of request will constitute CITY acceptance of contract adjustments.

All requests for contract adjustments shall be submitted to:

Fargo Public Works 402 23rd Street N. Fargo, ND 58102

- 9. If COUNTY fails to comply with paragraph 6, all costs associated with activities outlined in paragraph 2 exceeding contracted dollar amounts will be the sole responsibility of COUNTY to fund.
- 10. COUNTY will fund up to \$145,000 for aerial spray application or comparable partial applications within the metro area including within CITY limits and surrounding area when determined necessary.
- 11. CITY agrees to fund any additional costs for aerial spraying above or beyond paragraph 8 when CITY requests the contracted services of an aerial applicator. COUNTY will coordinate the aerial spray operation upon the CITY's approval or after expressed written permission is given by the CITY authorizing the Vector Control Director as its agent to make the determination. Additional funds for an aerial application are available for use in COUNTY at the discretion and authorization of COUNTY.
- 12. COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any party from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 13. CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the CITY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission	Date 05-01-23
Mayor, City of Fargo	Date

Fargo

Division of Solid Waste



2301 8th Avenue North Fargo, North Dakota 58102 Phone: 701-241-1449 Fax: 701-241-8109

To: Utility Committee

From: Scott Olson, Solid Waste Utility Director 50

Date: April 28, 2023

Subject: Stantec Engineering Task Order Amendment 2: Project SW 22-01

Attached for your reference is an engineering change order from Stantec for \$48,110. The change order is for additional Engineering expenses included in Project **SW 22-01** Cell 20 Construction. The additional work includes time and expenses for construction project management and resident project representative (RPR).

Background

The original task order by Stantec which was formally approved on December 27, 2021, with the work to be performed on a *Time and Expense* basis for an original amount estimated to be \$174,360. This work included design and construction management and observation was based on a 12-week construction period. Amendment 1 in the amount of \$92,290 was formally approved on November 28, 2022 and included Engineering services to end of 2022.

The Contractor's supplied schedule for remainder of the project is to be completed on or before June 16, 2023. The attached Task Order Amendment 2 includes time and expenses for construction management and RPR services for the remaining 9-weeks as indicated in the project schedule. A detailed breakdown of this expense is shown below:

		Amendment 2 - Description of Services	, rigi	Amount
. 1		Basic Services	Griji.	
5.	a.	Preliminary and Final Design Phase	\$	0.00
	b.	Bidding and Negotiating Phase	\$	0.00
n e	c.	Construction Project Management	\$	29,640.00
	d.	Resident Project Representative Services	\$	18,470.00
	e.	Documentation Report	\$	0.00
	f.	Other Services (CWSRF)	\$	0.00
TC	TAL	. COMPENSATION OF AMENDMENT 2 (lines 1 a-f)	\$	48,110.00

Stantec is anticipated approximately 17 hours/week for construction project management services and approximately 20 hours/week for on-site RPR services. Project SW 22-01 has a current construction contract amount for \$3,446,663.90. If Amendment 2 is approved Engineering fees will total \$314,770, or approximately 9% of construction costs.

Recommendation

Approve the attached engineering task order Amendment 2 with Stantec for additional work related to Project SW 22-01.

Attachment

cc: Steve Sprague, City Auditor Randy Hanson, Stantec Scott Anderson, Landfill Supervisor



Stantec Consulting Services Inc. 3303 Fiechtner Drive, Suite 100

3303 Fiechtner Drive, Suite 100 Fargo ND 58103-8726

April 27, 2023

Project/File: 227704764

Scott Olson

2301 7th Avenue North Fargo, North Dakota 58102

Dear Scott Olson,

Reference: Cell 20 Stantec Task Order Amendment No. 2 (SW22-01)

Scott per discussions, we have put together the attached amendment to Stantec's task order for Cell 20 Design and Construction Observation. The amendment covers the 9 weeks of construction that Burski Excavating has remaining on the project per their latest schedule. We have assumed part-time onsite personnel for the remaining 9-week period.

The project was bid in May 2022 with Burski Excavating, Inc. chosen as the successful bidder. Burski's original schedule indicated an 18-week construction period with completion in the fall of 2022. As you are aware, this project has been extended into the 2023 construction season.

Regards,

STANTEC CONSULTING SERVICES INC.

Randy Hanson

Principal, Senior Project Manager

Phone: (701) 893-2313 Mobile: 7017815722 randy.hanson@stantec.com

Attachment: EJCDC task order amendment Additional estimated fees Burski revised schedule

This is **EXHIBIT K**, consisting of <u>2</u> pages, referred to in and part of the **Agreement between Owner** and **Engineer for Professional Services – Task Order Edition** dated January 25, 2021.

Amendment No. 2 To Task Order No. <u>SW22-01</u>

1. Background Data:

Effective Date of Task Order:

November 24, 2021

b. Owner:

City of Fargo – Division of Solid Waste

c. Engineer:

Stantec

d. Specific Project:

Cell 20 Design and Construction Observation

2. Description of Modifications

a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

1. Amendment to currently approved Construction Project Management (Task 3) task to include the following:

Additional time to complete the project versus estimated time to complete at proposal preparation time.

2. Amendment to currently approved Resident Project Representative (Task 4) to include the following:

Additional time to complete the project versus estimated time to complete at proposal preparation time.

- b. The adjustments above are based on the project extending into the second construction season and an estimate of 9 weeks of remaining construction per Burski's schedule received on March 9, 2023.
- c. A detailed breakdown of the hours and costs are provided as an attachment.

3. Task Order Summary (Reference only)

a. Original Task Order amount: \$ 174,370.00
b. Net change for prior amendments: \$ 92,290.00
c. This amendment amount: \$ 48,110.00

d. Adjusted Task Order amount: \$ 314,770.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

Page 240

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this, or previous Amendments remain in effect. The Effective Date of this Amendment is April 27, 2023.

OWNER:		ENGINEE	R:
Ву:	AM	Ву:	Ruy 1. H2
Title:	Solid Waste Utility Director	Title:	Principal
Date Signed:		Date Signed:	April 27, 2023

Task Order Amendment No. 2 - Additional Estimated Fees

Cell 20 Design SW22-01
Design, Bidding Assistance, Construction Management and CQA Services

City of Fargo Landfill Permit 260

April 27, 2023 Phase Task	Senior OC/OA	Project Manager	Project Engineer	Jr. Engineer	Field	CADD	Clerical	Clerical Labor Total Expenses	Expenses	Technology	Total
1 Design, Specifications, Bidding Assistance											
Preliminary and Final Design	0	0	0	0	0	0		\$0		\$0	\$
Technical Specifications (including CWSRF items)	0	0	0	0	0	0	0	\$0		\$0	\$0
Update Site Health and Safety Plan	0	0	0	0	0	0	0	\$0		\$10	ŝ
Construction Drawings	0	0	0	0	0	0	0	\$0		\$0	\$0
									29	Subtotal	\$0
2 Bidding Assistance	o	0	0	0	0	0	0	\$0		\$0	\$0
3 Construction - Project Management	15	80	20	25		3	15	\$26,800	\$=,500	\$1,340	\$29,640
4 Resident Project Representative					180	œ	18	\$16,160	\$±,500	\$810	\$18,470
5 Documentation Report	0	0	0	0	0	0	0	\$0		\$0	\$0
6 Clean Water State Revolving Fund Assistance	O	0	0	0	0	0	0	\$0		\$0	\$ 0
Totals:	15	80	20	25	180	œ	33	\$42,960	\$3,000	\$2,150	\$48,110
										TOTAL:	\$48,110

Note:

Onsite RFP services estimated to average 20 hours over the 9 week period Additional Fees based on project extending into a second construction season. Burski's recent schedule (received March 9, 2023 and attached)indicates 9 weeks of construction remaining

Rounding used on labor & technology fees

FARGO CELL 20 PROJECT SCHEDULE Project Management and Coordination

						2012		
TASK DESCRIPTION	DAYS	START	DAYS START FINISH CONTRACTOR	April	May	June	July	Aug.
SPRING 23 PUMPING MISC. RISER VAULT FINISH	0	17-Apr	16-Jun BURSKI	1		1		
ITEM #16 12" GRANULAR DRAINAGE	15	24-Apr	12-May Burski	1		Company Commence	Characteristics	
ITEM #5 EXCAVATION FINISH	ᅜ	29-May	16-Jun Burski		1	1	2	The second second
ITEM #7 RELOCATION OF WASTE	15	15-May	26-May Burski		-		Mary and the same of the last	
ITEM #10 CONTROLLED FILL	16	15-Мау	26-May Burski		1	200 A Company of the	A h	Secular all and
ITEMS #22,23,24,25,25,27,29,30,#31 PIPING AND ACCES:	6	29-May	16-Jun Burski			1		
			S. ST. ST. ST. ST. ST. ST. ST. ST. ST. S					
					A CONTRACTOR OF THE PARTY OF TH	The second second		
87								
						Name of Street		William Brown



Metropolitan Area Transit

650 23rd Street N Fargo, ND 58102 Phone: 701-241-8140

Fax: 701-241-8140



May 15, 2023

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

Dear Commissioners:

The State of North Dakota Department of Transportation (NDDOT) has granted an extension of time for contracts 38190973D, 38190959C, 38221258A and 38201125C. These extensions only impact performance time with no impact to funding. The ability to purchase buses has been challenging for the last 18-24 months, with the delivery of buses being a minimum of 12-18 months after placing an order. Parts availability has been impacted for bus production along with delays within manufacturing plants in recovery. A few months ago, we were able to enter into the manufacturing schedule for several replacement vehicles, but we need an extension of time on the grants to finalize production and delivery.

The amendments are attached, however, these were provided in electronic signature format, which will be provided to the City Commission Executive Assistant for circulation.

The requested motion is to approve the attached contract amendments.

Thank you.

Sincerely,

Julie Bommelman Transit Director City of Fargo

\Attachment

For Schedule Information: 701-232-7500

MEMO TO: Chad M. Orn

Deputy Director for Planning

FROM:

Stacey Hanson

Assistant Engineer for Local Government

Becky Hanson

Transit Program Manager

DATE:

5/1/2023

SUBJECT:

Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities

City of Fargo MAT

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities.

This is a contract amendment to provide additional time for the purchase of vehicles due to ordering and delivery delays. No additional funding is added to this contract.

The original contract has \$86,510 remaining. The contract will have a new completion date of December 31, 2023.

38/bh 328-2542

NDDOT Contract No. 38190973D

North Dakota Department of Transportation AMENDMENT TO CONTRACT NO. 38190973 Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 17, 2019; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on September 17, 2019, shall have a new completion date of December 31, 2023.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:	CONTRACTOR:
NAME (TYPE OR PRINT)	COMPANY NAME
SIGNATURE	OFFICER'S NAME (TYPE OR PRINT)
To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation	SIGNATURE
showing authority to sign.)	DATE
WITNESS:	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
NAME (TYPE OR PRINT)	DIRECTOR (TYPE OR PRINT)
SIGNATURE	SIGNATURE
	APPROVED as to substance by:
	Paul Benning
	DISCONDING CONTROL OF PRINT) PARTIES TO THE CONTROL OF PRINT) SH 5/2/2023 DATE

CLA 52494 (Div. 06) L.D. Approved 5-19-00; 5-03



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PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST

North Dakota Department of Transportation, Local Government SFN 61785 (2-2022)

Instructions:

Requests for period of performance /contract end date extensions <u>must be submitted at least 90-days prior to the current end date</u>. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed.**

Submittal Date 4/21/2023	W.
Funding Program Section 5310 Urban	Contract Number 38190973C
Current Contract End Date 06/30/2023	Proposed End Date 12/31/2023
Remaining Federal/State Contract Amount \$86,510.00	Proposed Increase in Federal/State Funding \$0.00
Subrecipient (Agency Name) City of Fargo	
Contact Person Julie Bommelman	Telephone Number 701-476-6737
Email Address jbommelman@fargond.gov	
Project Description Purchase Replacement < 30ft Bus	
 Reason for Delay (Provide a detailed description.) City of Fargo ordered three replacement vehicles in 2020. Before delivered replacement vehicle was ordered under the insurance policy of the deale were unable to get a replacement bus in a timely manner. The bus manubuses. 	r. Since the bus manufacturer was shut down because of covid, we
2. What is the status of the contract project(s)? (Summarize project miles Bus has been ordered and the bus has been built. The bus is currently s to be delivered to our agency in June of 2023. The remaining federal fun	till at the plant, waiting for seats to be installed. The bus is expected
	ra e e e e e e e e e e e e e e e e e e e
b. Plan for Completion (List the steps to be taken if approval is granted the he bus will be delivered in June of 2023. After the purchase and document	at will ensure completion by the new end date.) entation are complete, we will submit for reimbursement.
Indicate the number of Period of Performance/Contract extensions prev	, a

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Page 248
SFN 61785 (2-2022)
Page 2 of 2

Authorized Official or Agency Designee	Completion Date
reimbursement of eligible expenses in accordance with the allowable date. All provisions of the Contract Agreement remain in effect and	the newly requested end date and claim requests will be submitted for time-frame of the newly approved Period of Performance/Contract end the sub-recipient will continue to adhere to the contractual terms and ract Agreement. I further certify neither the project scope of work nor the st. Only the project's end date is requested to change.
Signature of Authorized Official or Agency Designee Puna Dommufmar	Date 4.24. 23
This Section is for NDDOT/Local Government Division Staff use only Recommendation: Not Approved	
Approved Not Approved Signature	Date 4/24/2023
Comments: Approved to extend for time due to orde	ring & delivery delays.

Please send completed/signed extension request to bhanson@nd.gov or NDDOT/Local Government Division 608 E Boulevard Avenue, Bismarck, ND 58505-0700

Certificate Of Completion

Envelope Id: 03CCFC65CD6B4AF8B1397410B3F83E72

Subject: Contract #38190973D: Please DocuSign: Contract Amendment

Contract Number: 38190973D

PCN:

Source Envelope: Document Pages: 5

Signatures: 1

Certificate Pages: 3

Initials: 1

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator: Connie Nelson 608 E Boulevard Ave Bismarck, ND 58505 conelson@nd.gov

Status: Sent

IP Address: 165,234,92,5

Record Tracking

Status: Original

5/2/2023 9:55:22 AM

conelson@nd.gov

Location: DocuSign

Security Appliance Status: Connected

Storage Appliance Status: Connected

Pool: StateLocal

Pool: Carahsoft OBO North Dakota Department of

Transportation CLOUD

Holder: Connie Nelson

Location: DocuSign

Sent: 5/2/2023 10:03:05 AM

Viewed: 5/2/2023 2:43:49 PM

Signed: 5/2/2023 2:44:20 PM

Timestamp

Signer Events

Stacey Hanson smhanson@nd.gov

Assistant Local Government Engineer Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication

(None), Authentication

Signature

-DS SH

Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: 508f03d5-7347-426d-b942-e8d266f33acc

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 5/2/2023 2:43:39 PM Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Local Government Director

Security Level: Email, Account Authentication

(None), Authentication

Paul Benning

Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12

Sent: 5/2/2023 2:44:22 PM Viewed: 5/2/2023 3:05:02 PM

Signed: 5/2/2023 3:05:08 PM

Authentication Details

SMS Auth:

Transaction: 8b3d3e3c-a996-4c63-95f6-fc874e2ffe9d

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 5/2/2023 3:04:57 PM Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Shannon Sauer ssauer@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clint Morgenstern

cdmorgenstern@nd.gov
Security Level: Email, Account Authentication
(None), Authentication
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov
Security Level: Email, Account Authentication
(None), Authentication
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Laureen M. Martin
Imartin@nd.gov
Security Level: Email, Account Authentication
(None), Authentication
Electronic Record and Signature Disclosure:

In Person Signer Events

Not Offered via DocuSign

Editor Delivery Events

Connie Nelson
conelson@nd.gov
Transit Agency
Carahsoft OBO North Dakota Department of
Transportation CLOUD
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Agent Delivery Events

Julie Bommelman
jbommelman@cityoffargo.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:

Signature

Status

Status



Using IP Address: 165.234.252.245

Timestamp

Timestamp

Sent: 5/2/2023 9:55:30 AM Viewed: 5/2/2023 9:56:06 AM Completed: 5/2/2023 10:01:09 AM

Timestamp

Sent: 5/2/2023 3:05:10 PM Viewed: 5/4/2023 7:52:04 AM

Page 251

Agent Delivery Events

Not Offered via DocuSign

Intermediary Delivery Events

Certified Delivery Events

Becky Hanson

bhanson@nd.gov

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Connie Nelson

conelson@nd.gov

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Notary Events

Envelope Sent

Envelope Summary Events

Envelope Updated Envelope Updated **Envelope Updated** Envelope Updated Envelope Updated Envelope Updated Envelope Updated Envelope Updated

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Payment Events

Status

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Timestamp

Signature

Status

Signature

Status

Hashed/Encrypted Security Checked Security Checked

Status

Timestamp

Timestamp

Timestamps

5/2/2023 9:55:30 AM 5/2/2023 10:01:09 AM 5/2/2023 10:01:10 AM

Timestamps

MEMO TO: Chad M. Orn

Deputy Director for Planning

FROM:

Stacey Hanson

Assistant Engineer for Local Government

Becky Hanson

Transit Program Manager

DATE:

5/1/2023

SUBJECT:

Section 5339, Bus and Bus Facilities Formula Program

City of Fargo MAT

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This is a contract amendment to provide additional time for the purchase a vehicle due to ordering and delivery delays. No additional funding is added to this contract.

The original contract has \$450,295 remaining. The contract will have a new completion date of June 30, 2024.

38/bh 328-2542

NDDOT Contract No. 38190959C

North Dakota Department of Transportation AMENDMENT TO CONTRACT NO. 38190959 Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd Street N, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 17, 2019; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on September 17, 2019, shall have a new completion date of June 30, 2024.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:	CONTRACTOR:
NAME (TYPE OR PRINT)	COMPANY NAME
SIGNATURE	OFFICER'S NAME (TYPE OR PRINT)
To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach	SIGNATURE
copy of Power of Attorney or other documentation showing authority to sign.)	DATE
WITNESS:	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
NAME (TYPE OR PRINT)	DIRECTOR (TYPE OR PRINT)
SIGNATURE	SIGNATURE
	APPROVED as to substance by:
	Paul Benning
	DUSTON DISECTOR (TYPE OR PRINT) PAUL PUNITURE SIGNATURE 5/2/2023 DATE

CLA 52494 (Div. 06) L.D. Approved 5-19-00; 5-03



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Page 255 PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST

North Dakota Department of Transportation, Local Government SFN 61785 (2-2022)

Instructions:

Requests for period of performance /contract end date extensions <u>must be submitted at least 90-days prior to the current_end date</u>. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed.**

Submittal Date 4/21/2023			
Funding Program Section 5339 Urban	Contract Number 38190959B		
Current Contract End Date 06/30/2023	Proposed End Date 6/30/2024		
Remaining Federal/State Contract Amount \$450,295.00	Proposed Increase in Federal/State Funding \$0.00		
Subrecipient (Agency Name) City of Fargo			
Contact Person Julie Bommelman	Telephone Number 701-476-6737		
Email Address jbommelman@fargond.gov			
Project Description Purchase Replacement >30ft Bus, Fixed Route			
1. Reason for Delay (Provide a detailed description.) Bus manufacturing plants were shut down due to covid and therefor we could not place orders for vehicles. We are part of the purchasing consortium through Duluth, MN DTA. The contract for bus was awarded in May of 2022 though Duluth, MN DTA. At that time New Flyer of America enacted a Force Majeuere clause and negotiations started for a price increase. In October of 2022 a price agreement was reached and we were able to place orders for buses.			
 What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.) We are the preproduction stages with NFI on getting our buses built. A purchase order has been issued to NFI. 83% of the budget is remaining. 			
Plan for Completion (List the steps to be taken if approval is granted the A purchase order has been issued to NFI and the preproduction process	nat will ensure completion by the new end date.) has been started. We have been told a completion date of Q1 in 2024.		
4. Indicate the number of Period of Performance/Contract extensions pre			
0 1 X 2 or more, provide explanation: Covid shutdow	n and contract negotiations		

DocuSign Envelope ID: 8B929B43-58E2-4F50-92AC-0A582EFF622E Page 256 SFN 61785 (2-2022) Page 2 of 2

Authorized Official or Agency Designee	Completion Date
I certify the project scope of work will be completed on or before the newly	
reimbursement of eligible expenses in accordance with the <u>allowable time-frar</u> date. All provisions of the Contract Agreement remain in effect and the sub-	
conditions to execute the project in the manner identified in the Contract Agree approved budget, are under consideration to be changed in this request. Only the	
Signature of Authorized Official or Agency Designee	Date 4, 24, 23
This Section is for NDDOT/Local Government Division Staff use only Recommendation:	
X Approved Not Approved	
Signature	Date 4/24/2023
Comments: Approved to extend for time due to ordering	& delivery delays.

Please send completed/signed extension request to bhanson@nd.gov or NDDOT/Local Government Division 608 E Boulevard Avenue, Bismarck, ND 58505-0700

Certificate Of Completion

Envelope Id: 8B929B4358E24F5092AC0A582EFF622E

Subject: Contract #38190959C: Please DocuSign: Contract Amendment

Contract Number: 38190959C

PCN:

Source Envelope: Document Pages: 5

Signatures: 1 Certificate Pages: 3 Initials: 1

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator: Connie Nelson

608 E Boulevard Ave Bismarck, ND 58505 conelson@nd.gov

IP Address: 165,234,92,5

Record Tracking

Status: Original

5/2/2023 10:05:38 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Connie Nelson

conelson@nd.gov

Signature Adoption: Pre-selected Style

Using IP Address: 165,234,253,12

Pool: StateLocal

Signature

SH

Pool: Carahsoft OBO North Dakota Department of

Transportation CLOUD

Location: DocuSign

Location: DocuSign

Signer Events

Stacey Hanson smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication

(None), Authentication

Authentication Details

SMS Auth:

Transaction: 4b9fc6ce-f341-4a5d-9dec-7687fb896a7c

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 5/2/2023 2:44:59 PM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Local Government Director

Security Level: Email, Account Authentication

(None), Authentication

Paul Benning

Signature Adoption: Pre-selected Style Using IP Address: 165.234,253,12

Timestamp

Sent: 5/2/2023 10:12:04 AM Viewed: 5/2/2023 2:45:06 PM Signed: 5/2/2023 2:45:35 PM

Authentication Details

SMS Auth:

Transaction: adc0dfc0-54ca-4b8c-89dd-9c8c3c7733a5

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 5/2/2023 3:04:09 PM Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 5/2/2023 2:45:37 PM Viewed: 5/2/2023 3:04:15 PM Signed: 5/2/2023 3:04:21 PM

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shannon Sauer ssauer@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clint Morgenstern

cdmorgenstern@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chad Orn

corn@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Laureen M. Martin

Imartin@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Connie Nelson

conelson@nd.gov

Transit Agency

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Agent Delivery Events

Julie Bommelman

jbommelman@cityoffargo.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Signature

Status

Status



Using IP Address: 165.234.252.245

Timestamp

Timestamp

Sent: 5/2/2023 10:05:46 AM Viewed: 5/2/2023 10:06:15 AM Completed: 5/2/2023 10:11:32 AM

Timestamp

Sent: 5/2/2023 3:04:24 PM Viewed: 5/4/2023 7:53:36 AM

Page 259

Agent Delivery Events

Not Offered via DocuSign

Intermediary Delivery Events

Certified Delivery Events

Becky Hanson bhanson@nd.gov

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Connie Nelson conelson@nd.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events

Notary Events

Status

Status

Status



Using IP Address: 165.234.252.245

Timestamp

Timestamp

Timestamp

Sent: 5/2/2023 10:11:33 AM Viewed: 5/2/2023 10:12:04 AM

Timestamp

Signature

Status

Signature

Timestamp

Timestamps

5/2/2023 10:05:46 AM

Timestamp

Status

Hashed/Encrypted
Security Checked

Status

Security Checked

5/2/2023 10:11:32 AM 5/2/2023 10:11:32 AM

Timestamps

5/2/2023 10:11:32 AM

Envelope Sent

Envelope Summary Events

Payment Events

MEMO TO: Chad M. Orn

Deputy Director for Planning

FROM:

Stacey Hanson

Assistant Engineer for Local Government

Becky Hanson

Transit Program Manager

DATE:

5/1/2023

SUBJECT:

Section 5339, Bus and Bus Facilities Formula Program

City of Fargo MAT

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This is a contract amendment to provide additional time for the purchase of vehicles due to ordering and delivery delays. No additional funding is added to this contract.

The original contract has \$1,381,500 remaining. The contract will have a new completion date of June 30, 2024.

38/bh 328-2542

NDDOT Contract No. 38221258A

North Dakota Department of Transportation AMENDMENT TO CONTRACT NO. 38221258 Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd Street N, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 26, 2022; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on September 26, 2022, shall have a new completion date of June 30, 2024.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:	CONTRACTOR:
NAME (TYPE OR PRINT)	COMPANY NAME
SIGNATURE	OFFICER'S NAME (TYPE OR PRINT)
To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed	SIGNATURE
by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation	TITLE
showing authority to sign.)	DATE
WITNESS:	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
NAME (TYPE OR PRINT)	DIRECTOR (TYPE OR PRINT)
SIGNATURE	SIGNATURE
	APPROVED as to substance by:
	Paul Benning
	PAUL PRINTING SH 5/2/2023
	Paul Francing SIGNATURE SAA11FB17506247A

CLA 52494 (Div. 06) L.D. Approved 5-19-00; 5-03



DocuSign Envelope ID: B5DF4037-1321-4C79-ADED-DDC5A20AC852 Page 263

PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST

North Dakota Department of Transportation, Local Government SFN 61785 (2-2022)

Instructions:

Requests for period of performance /contract end date extensions <u>must be submitted at least 90-days prior to the current end date</u>. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed**.

Submittal Date 4/21/2023			
Funding Program Section 5339 Urban	Contract Number 38221258/38190306A		
Current Contract End Date 06/30/2023	Proposed End Date 6/30/2024		
Remaining Federal/State Contract Amount \$1,381,500.00	Proposed Increase in Federal/State Funding \$0.00		
Subrecipient (Agency Name) City of Fargo			
Contact Person Julie Bommelman	Telephone Number 701-476-6737		
Email Address jbommelman@fargond.gov			
Project Description Purchase Replacement >30ft Bus, Fixed Route			
1. Reason for Delay (Provide a detailed description.) Bus manufacturing plants were shut down due to covid and therefor we could not place orders for vehicles. We are part of the purchasing consortium through Duluth, MN DTA. The contract for bus was awarded in May of 2022 though Duluth, MN DTA. At that time New Flyer of America enacted a Force Majeuere clause and negotiations started for a price increase. In October of 2022 a price agreement was reached and we were able to place orders for buses.			
2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.) We are the preproduction stages with NFI on getting our buses built. A purchase order has been issued to NFI. 83% of the budget is remaining.			
3. Plan for Completion (List the steps to be taken if approval is granted that will ensure completion by the new end date.) A purchase order has been issued to NFI and the preproduction process has been started. We have been told a completion date of Q1 in 2024.			
Indicate the number of Period of Performance/Contract extensions pre			
0 🗵 1 📋 2 or more, provide explanation:			

DocuSign Envelope ID: B5DF4037-1321-4C79-ADED-DDC5A20AC852 Page 264 SFN 61785 (2-2022) Page 2 of 2

Authorized Official or Age	ncy Designee	Completion Date
reimbursement of eligible date. All provisions of the conditions to execute the	expenses in accordance with the <u>allowable time-frame</u> e Contract Agreement remain in effect and the sub-reci	quested end date and claim requests will be submitted for of the newly approved Period of Performance/Contract endipient will continue to adhere to the contractual terms and nt. I further certify neither the project scope of work nor the roject's end date is requested to change.
Signature of Authorized O	fficial or Agency Designee was Bommuf man	Date 4.24.23
This Section is for NDDOT.	Local Government Division Staff use only	li li
X Approved	Not Approved	
Signature	Take in	Date 4/24/2023
Comments: Appro	ved to extend for time due to ordering & d	elivery delays.

Please send completed/signed extension request to bhanson@nd.gov or NDDOT/Local Government Division 608 E Boulevard Avenue, Bismarck, ND 58505-0700

Certificate Of Completion

Envelope Id: B5DF403713214C79ADEDDDC5A20AC852

Subject: Contract #38221258A: Please DocuSign: Contract Amendment

Contract Number: 38221258A

PCN:

Source Envelope:

Document Pages: 5

Certificate Pages: 4

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

Connie Nelson

608 E Boulevard Ave

Bismarck, ND 58505 conelson@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

5/2/2023 10:30:04 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Connie Nelson

conelson@nd.gov

Signature Adoption: Pre-selected Style

Using IP Address: 165,234,253,12

Pool: StateLocal

Signature

SH

Signatures: 1

Initials: 1

Pool: Carahsoft OBO North Dakota Department of

Transportation CLOUD

Location: DocuSign

Location: DocuSign

Signer Events

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication

(None), Authentication

Authentication Details

SMS Auth:

Transaction: 315d022f-1caf-4eb9-b53f-35200247724e

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 5/2/2023 10:59:52 AM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Local Government Director

Security Level: Email, Account Authentication

(None), Authentication

all Benning

Using IP Address: 165,234,253,12

Timestamp

Sent: 5/2/2023 10:58:30 AM Viewed: 5/2/2023 10:59:58 AM

Signed: 5/2/2023 11:00:27 AM

Sent: 5/2/2023 11:00:30 AM

Resent: 5/2/2023 11:44:08 AM

Viewed: 5/2/2023 2:36:27 PM Signed: 5/2/2023 2:36:32 PM

Signature Adoption: Pre-selected Style

Authentication Details

SMS Auth:

Transaction: 955500f6-3688-4068-b363-688dd299cb42

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 5/2/2023 2:36:21 PM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Shannon Sauer ssauer@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clint Morgenstern
cdmorgenstern@nd.gov
Security Level: Email, Account Authentication
(None), Authentication
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov
Security Level: Email, Account Authentication
(None), Authentication
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Laureen M. Martin Imartin@nd.gov Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Connie Nelson
conelson@nd.gov
Transit Agency
Carahsoft OBO North Dakota Department of
Transportation CLOUD
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Agent Delivery Events

Julie Bommelman
jbommelman@cityoffargo.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:

Status

Signature

Status



Using IP Address: 165.234.252.245

Timestamp

Timestamp

Sent: 5/2/2023 10:30:12 AM Viewed: 5/2/2023 10:32:36 AM Completed: 5/2/2023 10:37:20 AM

Timestamp

Sent: 5/2/2023 2:36:34 PM Viewed: 5/4/2023 7:54:29 AM

Page 267

Agent Delivery Events

Not Offered via DocuSign

Intermediary Delivery Events

Certified Delivery Events

Becky Hanson

bhanson@nd.gov

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Connie Nelson

conelson@nd.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Notary Events

Envelope Sent

Envelope Summary Events

Envelope Updated

Envelope Updated

Envelope Updated

Envelope Updated

Status

Status

Status

Status



Using IP Address: 165.234.252.245

Timestamp

Timestamp

Timestamp

Sent: 5/2/2023 10:37:22 AM Viewed: 5/2/2023 10:58:29 AM

Timestamp

Signature

Signature

Status

Hashed/Encrypted
Security Checked

Security Checked

Timestamp

Timestamp

Timestamps

5/2/2023 10:30:12 AM 5/2/2023 10:37:21 AM

5/2/2023 11:44:07 AM

Payment Events

Status

Timestamps

MEMO TO: Chad M. Orn

Deputy Director for Planning

FROM: S

Stacey Hanson

Assistant Engineer for Local Government

Becky Hanson

Transit Program Manager

DATE:

5/1/2023

SUBJECT:

Section 5339, Bus and Bus Facilities Formula Program

City of Fargo MAT

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This is a contract amendment to provide additional time to complete the renovation project pending Jefferson Lines leaving the facility. Updated renovation plans must be sent to DOT for approval prior to contracting or beginning renovations. No additional funding is added to this contract.

The original contract has \$86,748 remaining. The contract will have a new completion date of December 31, 2024.

38/bh 328-2542

NDDOT Contract No. 38201125C

North Dakota Department of Transportation AMENDMENT TO CONTRACT NO. 38201125 Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd Street N, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on October 1, 2020; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on October 1, 2020, shall have a new completion date of December 31, 2024.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:	CONTRACTOR:
NAME (TYPE OR PRINT)	COMPANY NAME
SIGNATURE	OFFICER'S NAME (TYPE OR PRINT)
To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)	TITLE
WITNESS:	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
NAME (TYPE OR PRINT)	DIRECTOR (TYPE OR PRINT)
SIGNATURE	SIGNATURE
	APPROVED as to substance by:
	Paul Benning
	Paul Francisco Strains

CLA 52494 (Div. 06) L.D. Approved 5-19-00; 5-03



DocuSign Envelope ID: 24E6C5FC-3CA0-4E91-8E02-0A126C81AA5B

Page 272 PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST

North Dakota Department of Transportation, Local Government SFN 61785 (2-2022)

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141	151	III	ш		63	их	

Requests for period of performance /contract end date extensions <u>must be submitted at least 90-days prior to the current end date</u>. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed**.

Submittal Date 4/21/2023			
Funding Program Section 5339	Contract Number 28201125B		
Current Contract End Date 06/30/2023	Proposed End Date 12/31/2024		
Remaining Federal/State Contract Amount \$86,7	Proposed Increase in Federal/State Funding \$0.00		
Subrecipient (Agency Name) City of Fargo			
Contact Person Julie Bommelman	Telephone Number 701-476-6737		
Email Address jbommelman@fargond.gov	•		
Project Description Rehab/Renovate - Bus Terminal			
Reason for Delay (Provide a detailed description.) Jefferson Lines will be vacating the space they are currently in in F vacated the space.	February 2024. We cannot proceed with outfitting this area until they have		
2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.) We are waiting for Jefferson Lines to vacate the space to renovate and use as our paratransit reservation center. Jefferson Lines will vacate in February 2024 and the renovation will start immediately. There is 12% of the budget remaining for this project.			
	÷ .		
Plan for Completion (List the steps to be taken if approval is grar We plan to have this space renovated and operational by August of	nted that will ensure completion by the new end date.) f 2024.		
4. Indicate the number of Period of Performance/Contract extension	ns previously granted for this project:		
0 1 2 or more, provide explanation: Construct	ion delays on the renovation projects		

DocuSign Envelope ID: 24E6C5FC-3CA0-4E91-8E02-0A126C81AA5B

Page 273 SFN 61785 (2-2022) Page 2 of 2

Authorized	d Official or Agency Desi	gnee		Completion Date
'		·		te and claim requests will be submitted for
	•			proved Period of Performance/Contract end
				nue to adhere to the contractual terms and
				tify neither the project scope of work nor the
approved t	oudget, are under consid	eration to be changed in this	request. Only the project's end date	e is requested to change.
Signature	of Authorized Officiation			Date 4.24.23
	0			
This Section	n is for NDDOT/Local G	overnment Division Staff use	only	
Recomme	ndation:			
X	_Approved	_Not Approved		
Signature	Bak.	12 20 2	= 1.5	Dete 4/24/2023
Comments			The state of the s	and the same of th
				ct pending Jefferson Lines DOT for approval prior to
		eginning renovation		DOT for approval prior to
		7 - CONTROL OF THE PROPERTY OF	- 17 - 17 - 17 - 17 - 17 - 17 - 17 - 17	

Please send completed/signed extension request to bhanson@nd.gov or NDDOT/Local Government Division 608 E Boulevard Avenue, Bismarck, ND 58505-0700

DocuSign

Certificate Of Completion

Envelope Id: 24E6C5FC3CA04E918E020A126C81AA5B

Subject: Contract #38201125C: Please DocuSign: Contract Amendment

Contract Number: 38201125C

PCN:

Source Envelope:

Document Pages: 5

Certificate Pages: 3

AutoNav: Enabled Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator: Connie Nelson

608 E Boulevard Ave Bismarck, ND 58505 conelson@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

5/2/2023 10:16:35 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Connie Nelson

conelson@nd.gov

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Pool: StateLocal

Signature

SH

Signatures: 1

Initials: 1

Pool: Carahsoft OBO North Dakota Department of

Transportation CLOUD

Location: DocuSign

Location: DocuSign

Signer Events

Stacey Hanson smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication

(None), Authentication

Authentication Details

SMS Auth:

Transaction: 07604c04-c508-4da5-ac98-5609407d9e71

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 5/2/2023 10:58:00 AM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning pbenning@nd.gov

Local Government Director

Security Level: Email, Account Authentication

(None), Authentication

- DocuSigned by:

Paul Benning

Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12

Timestamp

Sent: 5/2/2023 10:26:39 AM Viewed: 5/2/2023 10:58:07 AM Signed: 5/2/2023 10:59:00 AM

Authentication Details

SMS Auth:

Transaction: 8bbcaa03-970e-4bfb-9f46-115e5f982c6f

Result: passed Vendor ID: TeleSign Type: SMSAuth

Performed: 5/2/2023 11:09:02 AM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 5/2/2023 10:59:02 AM Viewed: 5/2/2023 11:09:08 AM Signed: 5/2/2023 11:09:12 AM Signer Events Signature

Timestamp

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Shannon Sauer

ssauer@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clint Morgenstern

cdmorgenstern@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chad Orn

corn@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Laureen M. Martin

Imartin@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Connie Nelson

conelson@nd.gov

Transit Agency

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Agent Delivery Events

Julie Bommelman

jbommelman@cityoffargo.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Signature

Status

Status



Using IP Address: 165.234.252.245

Timestamp

Timestamp

Sent: 5/2/2023 10:17:05 AM Viewed: 5/2/2023 10:17:51 AM Completed: 5/2/2023 10:23:04 AM

Timestamp

Sent: 5/2/2023 11:09:14 AM Viewed: 5/4/2023 7:55:18 AM

Page 276

Agent Delivery Events

Not Offered via DocuSign

Intermediary Delivery Events

Certified Delivery Events

Becky Hanson

bhanson@nd.gov

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Connie Nelson

conelson@nd.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Notary Events

Envelope Sent Envelope Updated

Envelope Summary Events

Envelope Updated **Envelope Updated** Envelope Updated Envelope Updated Envelope Updated

Payment Events

Envelope Updated Envelope Updated

Status

Status

Status

Status

VIEWED

Using IP Address: 165.234.252.245

Timestamp

Timestamp

Timestamp

Sent: 5/2/2023 10:23:05 AM Viewed: 5/2/2023 10:26:38 AM

Timestamp

Signature

Signature

Status

Hashed/Encrypted
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Security Checked

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Timestamps

5/2/2023 10:17:05 AM
5/2/2023 10:23:04 AM
5/2/2023 10:23:05 AM

Timestamps



REGIONAL WATER RECLAMATION FACILITY

3400 North Broadway Fargo, ND 58102

Phone: 701.241.1454 | Fax: 701.241.8159 FargoND.gov



May 15, 2023

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

RE: Sewer Agreement Outside City Limits

Renae Rohl, 9302 25th St. S, Fargo, ND 58104

Dear Commissioners:

Attached, please find a request for a sewer contract outside the City limits for Renae Rohl. She has submitted the following signed documents:

- 1. Sewer Agreement
- 2. Memorandum Sewer Agreement
- 3. Petition for Annexation

The above referenced documents were prepared by the City Attorney's Office.

It is the recommendation of this office to approve the above referenced documents for the property at 9302 25th St S Fargo, ND 58104.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Approve attached Sewer Agreement, Memorandum Sewer Agreement, and Petition for Annexation for Renae Rohl, 9302 25th Street S, Fargo, ND 58104.

Sincerely,

Jim Hausauer

Water Reclamation Utility Director

Cc: Mike Redlinger, City Administrator

Steve Sprague, City Auditor Brenda Derrig, City Engineer

Ian McLean, City Attorney's Office

REPORT OF ACTION

UTILITY COMMITTEE

Project: N/A

Type: SE Cass Water Resource District
Sewer Agreement Outside City Limits

Location: Renae Rohl (9302 25th Street S Fargo)

Date of Hearing: 12/21/2022

Routing Date
City Commission IBD (5-15-2022)
Project File

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo requesting consideration to allow an outside user to connect to the SE Cass Water Resource District (SE Cass WRD) wastewater infrastructure. The Southeast Cass Sewer District Improvement Project No. 89-1 was completed in 1989 to provide sewer service to persons within the project boundaries. The City of Fargo entered into a sewer agreement with the SE Cass WRD to allow the district to tie into the sewage collection system of the City, and ultimate treatment at the Fargo Water Reclamation Facility (WRF). The City was then/is responsible for operation and maintenance of the project. Each property served by the project is charged Fargo's prevailing sewer rate (\$21.50) and an operation & maintenance surcharge (\$9.35), along with a capital repair fee (\$3.15) to establish a fund for large capital repairs. The agreement provided provisions to allow for additional users/connection points provided the SE Cass WRD and City of Fargo approve.

Recently, Renae Rohl (9302 25th St S. Fargo) has shown an interest in connecting to the infrastructure that was a part of a SE Cass WRD southside project, as her private sewer system is failing. All costs to connect to the system will be the responsibility of Ms. Rohl, and she will have to pay \$5,000 to the City of Fargo Capital Repair Fund 527, as this property was not part of the original assessment district established in the late 80's. In addition, you will find the minutes of the December 13, 2022 SE Cass WRD Board Meeting, approving this connection as well as a capacity statement from Rick Gunderson, Houston Engineering.

Historically the City of Fargo has required the following documents to connect to the SE Cass system and ultimately to the wastewater collection and treatment facilities that serve the City of Fargo. These documents have been prepared by the Fargo City Attorney's Office.

- 1. Sewer Agreement
- 2. Memorandum Sewer Agreement
- 3. Petition for Annexation

Motion

On a motion by Scott Olson, seconded by Troy Hall the Utility Committee voted to authorize staff to proceed with the wastewater connection process to include a Sewer Agreement, Memorandum Sewer Agreement, and Petition for Annexation for Renae Rohl, 9302, 25th Street S. Fargo, ND 58104.

COMMITTEE:	Present		Yes	No	Unanimous X
					X
					<u>Proxy</u>
Denise Kolpack, City Commissioner	X	X			
Terri Gayhart, Director of Finance					
Brian Ward, Water Plant Supt.	X	Х			
Mark Miller, Water Reclamation Plant Supt.	X	Х			
Bruce Grubb, Temp. PT City Administrator	X	Х			
Scott Liudahl, City Forester	X	Х			-
Scott Olson, Solid Waste Utility Director	X	Х			
Jim Hausauer, Water Reclamation Utility Dir	. X	Х			
Troy Hall, Water Utility Director	X	Х			•
Ben Dow, Public Works Operations Director	X	Х			
Brenda Derrig, City Engineer	X	Х	T.Knakm	uhs pro	xv
, Solid Waste Utility Engineer		VACAN			
Dan Portlock, Water Utility Engineer	X	Χ			
ATTEST:	gry	lam	_		
	lin	Наиса	uor		

Water Reclamation Utility Director

C:

Mayor Mahoney **Commissioner Strand** Commissioner Piepkorn

Commissioner Preston





3400 North Broadway

Fargo, ND 58102 Phone: 701.241.1454 | Fax: 701.241.8159

www.FargoND.gov

Memorandum

December 21, 2022

To: Utility Committee

From: Jim Hausauer, Water Reclamation Utility Director

Subject: Sewer Agreement Outside City Limits-(Rohl 9302 25th Street St S. Fargo, ND 58104)

SE Cass Sewer District Improvement Project No.89-1

Background

The Southeast Cass Sewer District Improvement Project No. 89-1 was completed in 1989 to provide sewer service to persons within the project boundaries. The City of Fargo entered into a sewer agreement with the SE Cass Water Resource District (WRD) to allow the district to tie into the sewage collection system of the City, and ultimate treatment at the Fargo Water Reclamation Facility. The City was then/is responsible for operation and maintenance of the project.

Each property served by the project is charged Fargo's prevailing sewer rate (\$21.50) and an operation & maintenance surcharge (\$9.35), along with a capital repair fee (\$3.15) to establish a fund for large capital repairs. The agreement provided provisions to allow for additional users/connection points provided the SE Cass WRD and City of Fargo approve.

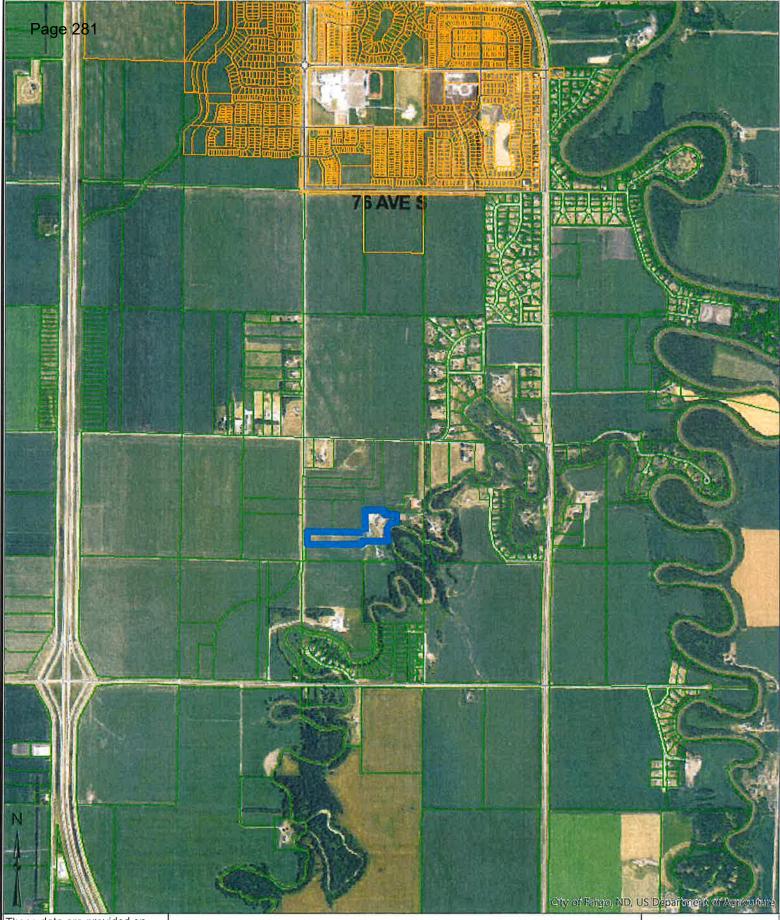
Recently, Renae Rohl (9302 25th St S. Fargo) has shown an interest in connecting to the infrastructure that was a part of a SE Cass WRD Southside project, as her private sewer system is failing. All costs to connect to the system will be the responsibility of Ms. Rohl, and she will have to pay \$5,000 to the City of Fargo Capital Repair Fund 527, as this property was not part of the original assessment district established in the late 80's. In addition, you will find the minutes of the December 13, 2022 SE Cass WRD Board Meeting, approving this connection as well as a capacity statement from Rick Gunderson, Houston Engineering.

Historically the City of Fargo has required the following documents to connect to the SE Cass system and ultimately to the wastewater collection and treatment facilities that serve the City of Fargo. These documents have been prepared by the Fargo City Attorney's Office

- 1. Sewer Agreement
- 2. Memorandum Sewer Agreement
- 3. Petition for Annexation

Recommended Motion

Authorize staff to proceed with the connection process to include a Sewer Agreement, Memorandum Sewer Agreement, and Petition for Annexation for Renae Rohl, 9302, 25th Street S. Fargo, ND 58104.



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

9302 25th ST S

12/9/2022 10:41 AM

1:36,112 12/9/2022 10:41 AM
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features







9302 25th ST S

12/9/2022 10:22 AM sity lines and any adjacent features.

1:4.514

SOUTHEAST CASS WATER RESOURCE DISTRICT

DATE: 3/21/91

RURAL SEWER PROJECT - FUTURE CONNECTIONS INTO SYSTEM

TYPE OF TAP IN	COST PER HOME (TO CAPITAL REPAIR FUND)
 Existing Parcel on Assessment List (Vacant lot assessment paid) 	\$ 200
2) Tap Forcemainwith grinder pumpwith lift station	\$2,000
3) Tap a Gravity Effluent Line - Owner needs septic tank	\$4,000
4) Tap a Conventional Gravity Line or an Existing grinder Pump	\$5,000
Tap in Cost Justification	

- 1) \$180 was paid by all existing homeowners connected into the project to establish the \$50,000 Capital Repair Fund. This fee was not charged to vacant lot owners. The \$200 fee would cover this.
- 2) Total cost of the forcemain collection system was approximately \$750,000 dividing this by the original number of users results in an approximate cost of \$2000 per home.
- 3) Using the justification below (4), and subtracting the cost of having to purchase and install a septic tank approximately \$1,000, the cost goes to \$4,000.
- 4) The highest original assessment paid was approximately \$5,000. The thought was that no one should be able to tap the system for a lower cost than the original participants.

The costs shown are subject to change upon the approval of the Southeast Cass Water Resource District.



REGIONAL WATER RECLAMATION FACILITY

3400 North Broadway Fargo, ND 58102

Phone: 701.241.1454 | Fax: 701.241.8159

www.FargoND.gov

City of Fargo Sewer System Connection Approval

Date: 4-20-20)23			
Property Descript	tion: Lot: 2	Block: 1	Addition:	
City/Subdivision:	R.N.R Subdivision	Cass County, No	rth Dakota	
Property Owner:	Rohl (Last)		(M)	
Mailing Address:		outh, Fargo, North D		Zip: <u>58104</u>
Telephone: (H) _	(W) _	(C)		
Licensed Plumbe	r/Contractor :		(Phone)	
Comments:				
	· Valet all aver			
		o not write below this	s line	
Date Received:				
Approved:	Not Approved (E	Explain):		
Type of System R	Grinder F		Septic Tank Needed : Conventional Gravity: Y/N)NO	
Easement Require	ed: Yes: (se	e attached easemer	nt) No:	
Tap in Fee:		2,000\$4,0 able to: City of Fargo		
Contract Fee N	IA_\$250			
Comments:		Pd	4/25/2023 (8	A) 5,000
			Check # 647	7
	K 2. 4 P. 18 3 - 3 - 10 T.	NEW AND AND ADDRESS		

James Hausauer

From:

Lewis, Carol <LewisC@casscountynd.gov>

Sent:

Wednesday, December 21, 2022 12:10 AM

To:

James Hausauer

Subject:

Southside Rural Sewer Project connection - Rohl - 9302 25th St S

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Jim,

Southeast Cass Water Resource District took action at the December 13, 2022, meeting to approve the requested tap-in to the Southside Rural Sewer Project at 9302 25th St S, with the following conditions:

- That the property owner obtain a letter from Moore Engineering, Inc. or Houston Engineering,
 Inc. confirming there is adequate capacity in the system to accommodate the connection; and
- Payment of the \$5,000 tap-in fee to the City of Fargo Capital Repair Fund.

Please let us know if you have any questions or need anything further. Thank you

Carol

Carol Harbeke Lewis Secretary-Treasurer Cass County Water Resource Districts 1201 Main Avenue West West Fargo, ND 58078-1301 Phone: 701-298-2381

Fax: 701-298-2397

Lewisc@casscountynd.gov



District will proceed with developing the assessment district for the project, including drafting a multi-party Agreement with the City of Fargo and the Commerce on I-29 property owners.

The Board directed Mr. Fredricks to prepare and circulate the necessary documents to the property owners regarding development of the assessment district for the proposed Commerce on I-29 sanitary sewer project.

Southside Rural Sewer Project - proposed tap-in

Mr. Hausauer discussed a request from the property owner of 9302 25th Street South to connect to the Southside Rural Sewer Project. Mr. Hausauer reviewed the process used in the past.

A motion was made by Manager Branson and seconded by Manager Weston to approve the requested tap-in to the Southside Rural Sewer Project for 9302 25th Street South, subject to the following conditions:

- That the property owner obtain a letter from either Moore Engineering, Inc. or Houston Engineering, Inc. confirming there is adequate capacity in the system to accommodate the connection; and
- Payment of the \$5,000 tap-in fee to the City of Fargo Capital Repair Fund.
 Upon roll call vote, the motion carried unanimously.

<u>Drain #3 – Encroachment Agreement with new property owner south of Main</u> Avenue

Discussion was held on the car dealership south of Main Avenue that has vehicles parked on Drain #3 right of way. The property owner has been in contact with the Water Resource District and indicated they are working on completing the survey required for the *Encroachment Agreement* regarding the matter.

<u>Drain #10 – slide repair north of 12th Avenue North</u>

Mr. Lysne reported Moore Engineering, Inc. has completed the survey of the Drain #10 slide north of 12th Avenue North. The next step is to complete the project design.

A motion was made by Manager Weston and seconded by Manager Branson to authorize Moore Engineering, Inc. to complete the design of the Drain #10 slide repair project north of 12th Avenue North, based on the cost estimate provided at the October 11, 2022, meeting. Upon roll call vote, the motion carried unanimously.

<u>Drain #21C – channel cleanout in Sections 13, 23, 26 and 35 of Warren Township</u>
Brady Woodard reported the contractor has completed the Drain #21C channel cleanout in Sections 13, 23, 26 and 35 of Warren Township. If additional spoil leveling is needed in the spring, the contractor will return to finish the work.



 Fargo Office
 701.237.5065

 1401 21st Avenue North | Fargo, ND 58102

April 20, 2023

Jim Hausauer Waste Water Utility Director 3400 Broadway North Fargo, ND 58102

Subject: Renae Rohl Connection to Force Main Serving Wild Rice River Estates

Dear Mr. Hausauer:

Houston Engineering, Inc. (HEI) was contacted by Renae Rohl and her neighbor Rod Ballinger regarding connecting the Rohl residence to the 3" diameter sanitary force main serving the Wild Rice River Estates. A similar connection was completed by Rod Ballinger for his residence in 2020. The Rohl residence is located at 9302 25th Street South. At their request, and with additional guidance from the City of Fargo Waste Water Utility, HEI analyzed the effect of the proposed residential connection. HEI's findings are as follows:

- The existing lift station 47 (LS 47) serving Wild Rice River Estates is currently fitted with 2 Flygt MP3069 submersible pumps. An analysis of the LS 47 pumping and force main system indicates each Flygt pump has a pumping capacity of approximately 51 gpm @ 54' TDH when it is the only discharge to the force main. The calculated system curve is overlayed on the attached Flygt pump curve (Figure 1). This represents the best condition pumping rate for LS 47.
- The proposed Rohl pump and existing Ballinger pump are Myers WGL20 submersible pumps. An analysis of the proposed Rohl pumping and force main system indicates the Myers pump has a pumping capacity of approximately 38 gpm @ 58' TDH when it is the only discharge to the force main. The calculated system curve is overlayed on the attached Myers pump curve (Figure 2). This represents the best condition proposed pumping rate for the Rohl residence.
- An analysis was conducted to determine the expected decrease in discharge from any of the 3 lift stations on the force main system if 2 or 3 stations were to be operating in parallel. The results of this analysis are displayed on the attached Figure 3. Assumptions utilized in the analysis are provided in the attached correspondence between HEI, City of Fargo Waste Water Utility, and Ballinger/Rohl (Figure 4). The table below summarizes the estimated flow rates from each station under independent and parallel pumping conditions:

Pumping Scenario	Total System	LS 47 Q	Rohl Q	Ballinger Q
LS 47 Only	51 gpm	51 gpm	-	-
Rohl Only	38 gpm	46	38 gpm	-
Ballinger Only	38 gpm	12 1	4	38 gpm
LS 47 + Rohl (or Ballinger)	73 gpm	42 gpm	31 gpm	-
LS 47 + Rohl + Ballinger	86 gpm	34 gpm	26 gpm	26 gpm

Rohl's 13-month water usage per rural water was 99,310 gallons, or 272 gpd (Figure 5).

Page 288

Jim Hausauer April 20, 2023 Page 2



While overall discharge rates from each lift station on the system would be reduced in parallel pumping scenarios, the rates are still higher than expected inflow rates at each station. Further, parallel pumping scenarios are expected to be short in duration given Rohl and Ballinger's average daily water usage. Pump station 47 cycle times and pump operation in respect to the pumps BEP were also evaluated with no concerns. These results are provided in **Figure 4**. Based on the analysis completed, it is my professional opinion that there is adequate capacity to connect the Rohl residence to the existing 3" diameter force main paralleling 25th Street.

Please call me if you have any questions or need to any additional analysis documentation.

Sincerely,

HOUSTON ENGINEERING, INC.

the Bladon

Gabriel Bladow, PE

Project Manager/Principal

Direct: 701.499.2091

gbladow@houstoneng.com

houstoneng.com



REGIONAL WATER RECLAMATION FACILITY

3400 North Broadway Fargo, ND 58102

Phone: 701.241.1454 | Fax: 701.241.8159

www.FargoND.gov

April 20, 2023

Renae Rohl 9302 25th Street South Fargo, ND 58104

RE: Sewer Agreement Outside City Limits

Ms. Rohl:

Enclosed you will find documents needed for approval to hook into the SE Cass sewer main, which connects to the wastewater collection and treatment facilities that serve the City of Fargo. These documents include:

- 1. Sewer Agreement
- 2. Memorandum Sewer Agreement
- 3. Petition for Annexation

Please sign all documents, make desired copies, and submit back to this office. Since this property was not on the original assessment list for the SE Cass project 89-1, a \$5,000 connection fee is required, payable to: City of Fargo Capitol Repair Fund. All installations shall comply with appropriate regulations and/or ordinances with plans and "as built" installations provided to this office.

If you have any additional questions feel free to call me at 701-476-6692.

Sincerely,

Jim Hausauer

Water Reclamation Utility Director

Cc: Mike Redlinger, City Administrator
Mark Miller, Water Reclamation Utility Superintendent
Brenda Derrig, City Engineer
Ian McLean Fargo City Attorney

SEWER AGREEMENT

[Connection to Sewer Main of SE Cass Water Resource District and for Annexation into City of Fargo]

THIS AGREEMENT, Made this 24^{h} day of 40^{h} , 2023, by and between the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, hereinafter called "First Party", and RENAE ROHL, hereinafter called "Second Party," whose address is 9302 25th Street S Fargo, North Dakota 58104;

WITNESSETH:

WHEREAS, Second Party is the owner of the following described tract of land located in Cass County, North Dakota, to-wit:

Lot 2, Block 1 of R.N.R. Subdivision, situate in the County of Cass and State of North Dakota.

WHEREAS, Second Party desires sewer services for a building or buildings situated on or to be constructed on the above-described premises; and,

WHEREAS, there exists a sewer main nearby the above-described premises that was constructed, installed by, and owned by Southeast Cass Water Resource District, a North Dakota political subdivision (said sewer main to be referred to herein as the "SE Cass Sewer Main") which sewer main connects to the sewage collection and treatment system of the City of Fargo and, therefore, which provides for the treatment of such sewage by the City of Fargo's sewage treatment facility; and,

WHEREAS, Southeast Cass Water Resource District has entered into an agreement with the City of Fargo dated August 17, 1989 (hereinafter the "SE Cass/Fargo Agreement"), the terms of which provide that sewer hookups onto the SE Cass Sewer Main shall be allowed under certain conditions as set forth in said agreement, including the payment by the property owner of a hookup fee and the entering into a sewer agreement between the property owner and the City of Fargo; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS AGREED by and between the parties hereto, as follows:

1. Second Party, under the direction and control of the City Engineer, and in accordance with standard city specifications, at Second Party's sole expense, will build and construct a properly sized sewer service from First Party's existing mains. It is specifically understood and agreed that the lines installed are in accordance with standard city specifications. In the event and at such time as the City may elect to serve the property utilizing sewer mains and services conforming to City specifications, the service may be utilized.

- 2. Second Party will, on completion of the construction of said sewer service, pay for sewer services at the rates as follows: (1) \$21.50 per month, together with an additional surcharge of \$9.35 per month, and a capital repair fee of \$3.15, of which charges may be adjusted from time to time in accordance with the SE Cass/Fargo Agreement.
- 3. Second Party agrees to pay the City of Fargo Capital Repair Fund a connection fee of \$5,000.
- 4. The parties expressly understand and agree that First Party and Southeast Cass Water Resource District have entered into the SE Cass/Fargo Agreement and to the extent said agreement calls for an adjustment of terms, rates or charges, Second Party agrees to the terms thereof and agrees to accept the establishment of any such adjustment.
- 5. It is understood by the parties that nothing in this agreement shall be construed to relieve the property above described from assessments to be made against it at any later date and after annexation for its fair share of the cost of construction of any additional water and sewer mains which may benefit the property herein described.
- 6. It is understood that, should Second Party at any time fail to pay when due any of the charges referred to in paragraph 2 herein, First Party may enforce the payment of such charges by shutting off the supply of sewer service to the property concerned or by such other means as are or may be prescribed by laws of the State of North Dakota or ordinances of the City of Fargo. It is understood and agreed that First Party's responsibility for supplying sewer services is limited to the capacity of the City's utilities so long as the premises are not within the corporate limits of the City of Fargo. It is also understood and agreed that under no circumstances shall First Party be liable for any damages or expenses for any failure of such service to Second Party.
- 7. In consideration of the above and foregoing, Second Party agrees to submit a petition to First Party for annexation of Second Party's property as described herein and further agrees that it will not resist or protest annexation and will cooperate in bringing about said annexation whether by petition or by resolution, and will do no act or thing to interfere with or prevent the prompt completion of any such annexation proceeding. Furthermore, Second Party agrees to refrain from any act that would cause the Subject Property to be annexed into any other city or municipality other than First Party. The form of such petition for annexation shall be as set forth in Exhibit A, hereto, or in a form substantially similar thereto. The Second Party agrees to sign such annexation petition simultaneously with the execution of this agreement; provided, however, that such signed petition may be retained and held by the City Auditor or other representative of the City until such time as the board of city commissioners of the city of Fargo chooses to act upon such petition. Second Party also waives any right Second Party, or their executors, administrators, successors or assigns, may now or hereafter have to disconnect Second Party's property from the City of Fargo after they have once been annexed.
- 8. In the event it is determined by First Party that there has been a violation of any of the provisions of this agreement by Second Party, then and in that event, First Party shall have the right and authority to discontinue all sewer service to Second Party without any liability

whatsoever. It is understood and agreed that First Party has the sole and exclusive right to determine whether there has been any violation of this contract.

- 9. If this or a similar type of sewer service agreement is held by the courts to be illegal, neither the City nor the members of the Fargo Board of City Commissioners shall be held liable in any way to Second Party, their executors, heirs, personal representatives, administrators, or assigns, and First Party shall have the unquestionable right to discontinue said sewer services to Second Party without any liability whatsoever so long as the premises are not within the corporate limits of the City of Fargo.
- 10. It is understood and agreed that but one sewer service connection is authorized by this agreement and any substantially increased use or additional connections will require the written approval of First Party.
- 11. It is understood and agreed that any buildings or facilities constructed on the above-described premises shall comply with all requirements of the ordinances of the City of Fargo relating to buildings, including but not limited to the Plumbing Code, the Electrical Code, the Fire Prevention Code, the Building Code and the Housing Code, together with any and all other City codes and ordinances relative to the construction of buildings. It is further understood and agreed that Second Party will secure a building permit from the City of Fargo prior to commencement of any construction on the above-described premises, and that such permit shall be in addition to any permits required by any other governmental subdivision. Second Party agrees that First Party may, at any reasonable time, enter the above-described premises for the purposes of inspection and code enforcement.
 - 12. City of Fargo shall be entitled to terminate service for the following reasons:
 - a. Non-payment of sewer charges established by this agreement, when such payment has not been made within sixty (60) days of its due date.
 - b. If there is any connection of roof down spouts, foundation drains, area drains, or other sources of surface runoff for ground water to the sewer system except as may be permitted under a seasonal waiver exemption allowing a property owner to temporarily discharge directly into the sanitary sewer system which waiver is currently limited to the date of October 1 through March 31, as provided by Fargo Municipal Code and Fargo Municipal Ordinance §17-0402 (or any amendment thereto) but which waiver may be terminated or amended from time to time.
 - c. Second Party violates any provisions of the Fargo Municipal Code and specifically any sections or provisions of Article 17-03 and Article 17-04, or any amendments thereto, dealing with prohibited waste in the sewer system or that user improperly discharges into the system toxic or industrial waste or intentionally damages any part of the project.

- d. If, during a time of flood, the Fargo City Engineer determines that the flooding may injure or be detrimental to the SE Cass Sewer Main, or the sewage disposal system of the City of Fargo.
- Fargo, or when notice is not practicable, the City of Fargo shall not terminate service on the sewer system without first providing written notice and a two-week opportunity to cure to the Second Party. In the event of an alleged violation, the City of Fargo shall deliver written notice to the Second Party. If the violation is not cured within said two-week period, then, in that event, the City of Fargo may terminate service. The costs incurred by the First Party in terminating the sewer service, as well as the reconnecting the service, must be paid by the Second Party before reconnection to the system; provided, however, that if service is terminated pursuant to subparagraph c of the preceding paragraph (flood event), the Second Party will not be required to pay any expenses prior to being reconnected to the system; provided further, however, that any such cost incurred as a result of a flood threat may be treated as a maintenance item of the Southeast Cass Water Resource District and may be spread among all users within the District as a special assessment, in accordance with North Dakota law.
- 14. The City of Fargo may interrupt service to Second Party in the event of an emergency declared by the mayor of the City of Fargo such as during a flood event or major rainfall event that requires one or more lift stations to be shut down temporarily; provided, however, that the City of Fargo will provide to the Second Party as much notice of such event as possible under the circumstances.
- 15. It is understood and agreed that First Party may, at its option, provide garbage service to Second Party at anytime during the existence of this contract; and in the event First Party should so desire to provide garbage service to Second Party, Second Party agrees to accept and pay for said garbage service at the then prevailing rate charged similar businesses or establishments within the city limits of the City of Fargo.
- 16. All of the above and foregoing provisions shall be deemed to be covenants running with the land and shall be binding on the heirs, executors, administrators, assigns and successors in interest of the parties.

IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed the day and year first hereinabove written.

	CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation
	By Dr.Tim Mahoney, Mayor
ATTEST:	
BySteve Sprague, City Auditor	
	OWNER: Renae Rohl
	Kenae Kun

PETITION FOR ANNEXATION

RENAE ROHL, as owner of the property described below, DO HEREBY PETITION THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, in accordance with North Dakota Century Code Section 40-51.2-03, for annexation to said City of Fargo immediately or at such future time as the said City of Fargo may desire. The following is a description of the property to be annexed:

Lot 2, Block 1 of R.N.R. Subdivision, situate in the County of Cass and State of North Dakota.

The undersigned hereby states that this Petition is submitted in accordance with the terms of a contract for sewer service between the City of Fargo and the Petitioner herein for the provision of such services by said City of Fargo. In consideration thereof, the undersigned Petitioner DOES HEREBY WAIVE any right to protest annexation from and after the date hereof AND SPECIFICALLY REQUESTS that the land described above be annexed to the corporate limits of the City of Fargo, Cass County, North Dakota, on this date, or on such future date as the said City of Fargo may require.

PETITIONER FURTHER AGREES that this Petition shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Petitioner insofar as the above-described property is concerned.

Dated this 24 day of April 2023.

PETITIONER/OWNER

RENAE ROHL

MEMORANDUM OF SEWER AGREEMENT

[Connection to Sewer Main of SE Cass Water Resource District and for Annexation into City of Fargo]

WHEREAS, the parties have entered into a Sewer Agreement concerning a tract of land lying in Cass County, North Dakota, said tract being more particularly described as follows:

Lot 2, Block 1 of R.N.R. Subdivision, situate in the County of Cass and State of North Dakota.

WHEREAS, as a part of said Sewer Agreement, Second Party submitted a petition for annexation, said petition intended to be filed at the office of the Register of Deeds, Cass County, North Dakota, and

WHEREAS, said agreement further contains the following provisions, among others:

In consideration of the above and foregoing, Second Party agrees to "7. submit a petition to First Party for annexation of Second Party's property as described herein and further agrees that it will not resist or protest annexation and will cooperate in bringing about said annexation whether by petition or by resolution, and will do no act or thing to interfere with or prevent the prompt completion of any such annexation proceeding. Furthermore, Second Party agrees to refrain from any act that would cause the Subject Property to be annexed into any other city or municipality other than First Party. The Second Party agrees to sign such annexation petition simultaneously with the execution of this agreement; provided, however, that such signed petition may be retained and held by the City Auditor or other representative of the City until such time as the board of city commissioners of the city of Fargo chooses to act upon such petition. Second Party also waives any right Second Party, or their executors, administrators, successors or assigns, may now or hereafter have to disconnect Second Party's property from the City of Fargo after they have once been annexed."

This Memorandum Sewer Agreement incorporates all the other terms and provisions of the Sewer Agreement between the parties dated <u>Y.24.2023</u>, a copy of said agreement being on file at the office of the City Auditor, Fargo City Hall, 225 4th Street North, Fargo, North Dakota 58102.

As provided in said Sewer Agreement, all provisions of said agreement shall be deemed to be covenants running with the land and shall be binding upon the heirs, executors, administrators, assigns, designees and successors in interest of the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum Sewer Agreement the day and year first above written.

	CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, A Municipal Corporation
ATTEST: By:	By Tim Mahoney, Mayor
Steve Sprague, City Auditor	
STATE OF NORTH DAKOTA)) ss. COUNTY OF CASS)	4
county and state, personally appeared TIM to be the Mayor and City Auditor, respect NORTH DAKOTA, the municipal corpor	, 2023, before me, a notary public in and for said MAHONEY and STEVE SPRAGUE, to me known trively, of the CITY OF FARGO, CASS COUNTY, ation described in and that executed the within and me that said corporation executed the same.
(SEAL)	Notary Public Cass County, North Dakota My Commission Expires:

OWNER OLL
Renae Rohl

STATE OF NORTH DAKOTA)

COUNTY OF CASS

On this 24 day of April, 2023, before me, a notary public in and for said county and state, personally appeared before me and signed, husband and wife, to me known to be the persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

(SEAL)

Notary Public

Cass County, North Dakota

My Commission Expires: 17 - 27 - 26

NICHOLAS BIGWOOD Notary Public State of North Dakota My Commission Expires December 27, 2026

Legal description obtained from previously recorded instrument.

This instrument drafted by:

lan R. McLean Assistant Fargo City Attorney 10 Roberts Street N. PO Box 6017 Fargo, ND 58108 701-232-8957

REPORT OF ACTION

UTILITY COMMITTEE



Project No.

WA2254

Type: Bid Award

Regional Water Pumping

Location:

Ground Storage Reservoir & Pump Station (52nd Avenue South)

Date of Hearing:

5/3/2023

Routing		Date
City Commission		5/15/2023
Project File	•	

Dan Portlock, Water Utility Engineer, presented the attached bid recommendation for Project WA2254, Fargo Regional Distribution System Extensions: South Segment. This project will install piping to provide drinking water to Cass Rural Water District and install large diameter (36 inch) piping under Drain 27 for future population and commercial growth to the south. The design details for this project are the result of water distribution master planning efforts by the Water Utility and Engineering Department. The bid award is contingent upon receiving Department of Water Resources Cost-Share funding approval in June. The local costs for the project will be funded with a low-interest State Revolving Fund (SRF) loan.

MOTION:

On a motion by Tom Knakmuhs, seconded by Brian Ward, the Utility Committee voted to approve the bid award to R&R Excavating, Inc. for Project WA2254 at a bid of \$2,114,031. (This Bid Award is contingent upon Department of Water Resources Cost-Share funding approval.)

COMMITTEE:	Present	Yes	No	Unanimous
				Proxy
Denise Kolpack, City Commissioner	X			
Terri Gayhart, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.				
Bruce Grubb, Temp. Asst. City Administrator	X			
Scott Liudahl, City Forester	XX			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X	(Tom	Knakm	uhs)
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Director	X			
ATTEST:	Troy B. Hall	7B.	Ka	ef

C:

Tim Mahoney, Mayor Commissioner Strand Commissioner Piepkorn Commissioner Preston

Water Utility Director



Water Treatment Plant

435 14th Avenue South Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov

MEMORANDUM May 3rd, 2023

To:

Utility Committee

From:

Dan Portlock, Water Utility Engineer 🕽

Re:

Project WA2252 - Fargo Regional Distribution System Extensions: South Segment

Construction bids were opened at 11:45am, local time, on Wednesday April 26, 2023 for Project WA2252, Fargo Regional Distribution System Extensions: South Segment (See Bid tabulation). A total of four (4) bids were opened from contractors: four (4) for General construction. The Engineer's letter recommending award is attached and Water Utility Staff suggests following the Engineer's letter.

This project is funded through a low-interest State Revolving Fund (SRF) loan. R&R excavating Inc. was the low bid at \$2,114,031 for the general construction. The Engineer's estimate was \$1,465,000 and the bids came in over the estimated construction cost. The bids came in higher due to several factors including: potential sand lenses in the area, 36" DR 18 PVC is not very common, and the bid items unit cost are high across the board indicating a less than favorable bidding environment.

We received a \$172,000 grant towards design and bidding for this regional project and plan to request construction grant dollars for the project. This project will tie into the Cass Rural Water District on the south side to improve water quality and pressure.

The bid tabulation is listed below.

Contractor	Acknowledge Add #1-2	Bid Bond	Contractor's License/Remessal	MBE/WBE Solicitation Info	SRF Cerafication Regarding Debarment, etc.	Sid Form	Base Bid
Dakota Underground Co.	Х	X	X	X	X	X	\$2,287,908.00
KPH, Inc.	X	X	X	X	X	X	\$2,420,350.00
R&R Excavating, Inc.	Х	X	X	X	X	X	\$2,114,031.00
Sellin Brothers, Inc.	X	X	X	X	X	Х	\$2,898.250.00
E. Pa							
Engineer's Estimate							\$1,465,000.00



South Regional Watermain extension

Plan of Financing

This project is in the 20-year CIP and is an eligible project for using a State Revolving Fund (SRF) loan. The SRF loan funding is available and already approved for this specific project by the North Dakota Department of Environmental Quality (NDDEQ).

SUGGESTED MOTION:

Award bids for project WA2252 as follows:

• Contract No. 1 -- General Construction to R&R Excavating Inc. at a bid price of \$2,114,031

Your consideration in this matter is greatly appreciated.



April 26, 2023

Mr. Dan Portlock Water Utility Engineer City of Fargo 435 14th Ave S Fargo ND 58103-4306

Re: Fargo Regional Distribution System Extensions: South Segment Engineer's Bid Review and Award Recommendation

Fargo Water Project No. WA2252

Dear Mr. Portlock:

Bids were received at 11:30 a.m. on Wednesday, April 26, 2023 at the City Auditor's Office and opened at 11:45 a.m. in the Engineering Conference Room at the Fargo City Hall for the above referenced project. A total of four (4) bidders submitted sealed bids and were read aloud. Please note that the award is contingent upon approval from the North Dakota Department of Environmental Quality (NDDEQ) due to the requirements of the Drinking Water State Revolving Fund (DWSRF) Program and the cost-share approval from the North Dakota Department of Water Resources (DWR).

The project was bid as a single Contract No. 1 – General Construction. A bid tabulation is attached to this letter for your review. Based on a review of the bids, the apparent low bid was submitted by R&R Excavating, Inc. for Contract No. 1 – General Construction. The project team recommends the following construction contract:

➤ Contract No. 1 – General Construction: R&R Excavating, Inc. in the amount of \$2,114, 031.00

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (701) 364-9111.

Respectfully Submitted,

Kevin M. Johnson, PE Project Manager

Fargo Regional Water Distribution Extension: South Segment City of Fargo

Fargo, ND

City Project No. WA2254; AE2S Project No. 00803-2022-002 Bid Opening Time 11:30 AM Date Wednesday, April 26, 2023

Contractor	Acknowledge Add #1-2	Bid Bond	Contractor's License/Renewal	MBE/WBE Solicitation Info	SRF Certification Regarding Debarment, etc.	Bid Form	Base Bid
1 Dakota Underground Co.	X	X	X	X	X	X	\$2,287,908.00
2 KPH, Inc.	X	X	X	X	X	X	\$2,420,350.00
R&R Excavating, Inc.	X	X	X	X	X	X	\$2,114,031.00
4 Sellin Brothers, Inc.	X	X	X	X	X	X	\$2,898.250.00
5							
Engineer's Estimate							\$1,465,000.00



Advanced Engineering and Environmental Services, Inc.

4170 28th Avenue S Fargo, ND 58104

Tel: 701-364-9111

Keyin Johnson DE

Fargo Regional Water Distribution Extension: South Segment
City of Fargo
City Project No. WA2254; AE2S Project No. 00803-2022-002
Detailed Bid Tab

		Dakota Und	Dakota Underground Co.	КРН	KPH, Inc.	R&R Excavating, Inc.	ating, Inc.	Sellin Brothers, Inc.	thers, Inc.
		Unit Price	Extended Price	Unit Price	XX tended Price	Unit Price	Extended Price	Unit Price	Extended Price
No. Description Contract No. 1 - General Construction Base Bid	Oty. Unit								
A. Mobilization	1 1.5.	130,000.00	\$130,000.00	40,000.00	\$40,000.00	62,768.34	\$62,768.34	262,000.00	\$262,000.00
B. Erosion & Sediment Control	1 1.5.	7,100.00	7,100.00	8,750.00	8,750.00	6,450.00	6,450.00	12,500.00	12,500.00
C. Water Main	100	00 860	טט טטט פנ	00 002	30 000 00	200.58	20.058.00	375 00	27 500 00
2. 36-inch DR 18 C900 PVC	1.190 Lf.	590.00	702.100.00	725.00	862.750.00	702.80	836.332.00	900.00	1,071,000,00
3. 36-inch DR 25 C900 Fusible PVC	317 Lf.	1,124.00	356,308.00	1,050.00	332,850.00	976.91	309,680.47	1,000.00	317,000.00
D. Cased Bores (Includes 48" Steel Casing and 36" FPVC									
Carrier Binel 1. 48-inch Steel Cased Bore	200 Lf.	2,473.00	494,600,00	2,900.00	580,000.00	2,194,68	438,936.00	2,750.00	550,000.00
E. Fittings	10,000 lbs	31.00	310,000.00	35.00	350,000.00	26.72	267,200.00	40.00	400,000.00
F. Connect to Existing Pipe	2 ea.	30,000,00	60,000.00	30,000,00	60,000,00	20,873.10	41,746.20	30,000,00	60,000.00
G. Gate Valves	n d	00 000 60	00 000 66	000000	25,000,00	21 220 01	21 239 91	25,000,00	25,000,00
H. Air Release Valve Manhole	l ea	100,000.00	100,000,00	57,000.00	57,000.00	53,826.10	53,826.10	80,000.00	80,000,00
1. Not Used	ea.	AN		NA NA	AN	NA	NA	NA	NA
J. Seeding	5 acre	1,600.00	8,000.00	3,000.00	15,000,00	1,450.00	7,250.00	1,650.00	8,250.00
K. Process Improvements	1 l,s.	23,000.00	23,000.00	25,000.00	25,000.00	19,658.98	19,658.98	25,000.00	25,000.00
L Electrical Improvements	1 1.5.	50,000.00	50,000.00	34,000.00	34,000.00	28,885.00	28,885.00	50,000,00	50,000.00
Contract No. 1 - General Construction Base Bid Total	id Total		\$2,287,908.00		\$2,420,350.00		\$2,114,031.00		\$2,898,250.00

REPORT OF ACTION

UTILITY COMMITTEE

Project No.

WA2152



Type: Change Order -Softening Basin Drive Unit Refurbishment

Location:

1997 Lime Softening Water Treatment Plant

Date of Hearing:

5/3/2023

Routing Date
City Commission 5/15/2023
Project File

Troy Hall, Water Utility Director, presented the attached change order form for Project WA2152, Fargo LSWTP Primary Softening Rehabilitation. If approved, this change order will be a cost Increase of \$52,831.74, resulting in a new contract amount of \$4,612,831.74. Under this change order, an additional mechanical drive unit will be refurbished to be used in a future project. It will be cheaper to refurbish and reuse the mechanical drive instead of buying new for the future project. A low-interest State Revolving Fund (SRF) loan is being used to pay for the Project WA2152.

MOTION:

On a motion by Jim Hausauer, seconded by Scott Liudahl, the Utility Committee voted to approve the change order with CC Steel, Inc. for Project WA2152, resulting in a cost increase of \$52,831.74.

COMMITTEE:	Present	Yes	No	Unanimous
				Proxy
Denise Kolpack, City Commissioner	X			
Terri Gayhart, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt. Bruce Grubb, Temp. Asst. City Administrator	X			
Scott Liudahl, City Forester	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	ΧΧ			
Brenda Derrig, City Engineer	X	(Tom	<u>Knakm</u>	uhs)
Dan Portlock, Water Utility Engineer	X X			
Scott Olson, Solid Waste Utility Director	XX			
ATTEST:	Troy B. Hall	B. K	Sal	4

C:

Tim Mahoney, Mayor Commissioner Strand Commissioner Piepkorn Commissioner Preston Water Utility Director



Water Treatment Plant

435 14th Avenue South Fargo, ND 58103 Office: 701,241.1469 | Fax: 701,241.8110

www.FargoND.gov

MEMORANDUM May 3rd, 2023

To:

Utility Committee

From:

Dan Portlock, Water Utility Engineer DP

Re:

WA2152 Change order No. 1 to Contract No. 1 - Fargo LSWTP Primary Softening Rehab

Attached, please Change Order No. 1 to Contract No. 1 for Project WA2152, Fargo LSWTP primary softening rehab. This change order has a total cost of \$52,831.74. In the original scope of the project, the intent was to only refurbish two of the three existing primary clarifier drives. The refurbished drives are going to be used in our secondary softening basins when we rehabilitate them in the winter of 2024/25. Due to long lead times from the manufacturer it would better to send the 3rd drive in for refurbishing now and have it at the plant for when we go out for bids on the secondary rehabilitation project.

The original Ovivo proposal to refurbish the 2 drives were reviewed by WTP staff/consultants and was selected as the best option for the project. The proposal to refurbish the 3rd drive has a similar cost/scope per drive.



Picture of heavy-duty drive unit for a softening basin mixer in the 1997 Lime Softening Water Treatment Plant. These drives are 25 years old and original to the LSWTP.

Plan of Financing

Project WA2152 will be funded through a low-interest State Revolving Fund (SRF) loan that has already been approved by the State of North Dakota Public Finance Authority (PFA).

SUGGESTED MOTION:

Approve change order No 1. to contract No. 1 in the amount of \$52,831.74 to refurbish the 3rd primary clarifier drive unit.

Your consideration in this matter is greatly appreciated.



April 24, 2023

Mr. Dan Portlock Water Utility Engineer City of Fargo Water Treatment Plant 435 14th Ave S Fargo, ND 58103-4306

Re: Change Order No. 1 to Contract No. 1 – General Construction Fargo LSWTP Primary Softening Rehab City of Fargo Project #WA2152

Dear Mr. Portlock:

Enclosed please find Change Order No. 1 to Contract No. 1 – General Construction for the above referenced project for your review and approval. The Change Order encompasses the following change to the project:

• In the original scope of the project, the intent was to only refurbish two of the three existing primary clarifier drives. After discussions within the project team, it was decided that the Fargo Water Treatment Plant staff would like to have all three drives refurbished by Ovivo. This change order encompasses the cost to refurbish the third drive.

Upon the City of Fargo's acceptance of Change Order No. 1 to Contract No. 1, please sign and date each respective form. Please return a scanned copy of the formal change order forms containing all signatures to AE2S. AE2S will forward the signed copies to the contractors and will retain a copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

Richard Wagner, PE

Project Manager

Attachments

Pag	е	3	0	9
	_	_	_	_

Change Order No.

Date of Issuance: 04/24/2023

Effective Date:

04/24/2023

Owner:

City of Fargo

Owner's Contract No.:

WA2152

Contractor: CC Steel

Contractor's Project No.: Engineer's Project No.:

P00803-2021-009

Engineer: AE2S / B&V

Contract No. 1 -

Project: Fargo LSWTP Primary Softening Rehab Contract Name:

General Construction

The Contract is modified as follows upon execution of this Change Order:

Description: In the original scope of the project, the intent was to only refurbish two of the three existing primary clarifier drives. After discussions within the project team, it was decided that the Fargo Water Treatment Plant staff would like to have all three drives refurbished by Ovivo. This change order encompasses the cost to refurbish the third drive.

Attachments: Cost proposal from CC Steel and Ovivo.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES			
Original Contract Price:	Original Contract Times:			
	Substantial Completion:			
\$4,560,000.00	Ready for Final Payment:			
	days or dates			
[Increase] [Decrease] from previously approved	[Increase] [Decrease] from previously approved			
Change Orders No to No:	Change Orders No to No:			
0	Substantial Completion:			
\$	Ready for Final Payment:days			
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:			
	Substantial Completion:			
\$4,560,000.00	Ready for Final Payment:			
THE RESIDENCE OF THE PROPERTY	days or dates			
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:			
	Substantial Completion:			
\$52,831.74	Ready for Final Payment:			
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:			
2	Substantial Completion:			
\$ 4,612,831.74	Ready for Final Payment:			
	days or dates			
RECOMMENDED: ACCE	PTED: ACCEPTED:			
By: Laber Cl. Ways. By:	By:			
	horized Signature) Contractor (Authorized Signature)			
Title: Project Manager Title	Title			
Date: April 24, 2023 Dat	Dat			
Approved by Funding Agency (if applicable)				
Ву:	Date:			
Title:				
A THE RESIDENCE OF THE PROPERTY OF THE PROPERT	The state of the s			
Fargo LSWTP Primary Softening Rehab Fargo, North Dakota EJCDC* C-941, Change Order Page 1 of 1				



January 4, 2023

Change Order 1: Additional existing Combo Drive Unit Re-Build

Job:

Fargo LSWTP Primary Softening Rehab

Job Location:

City of Fargo, North Dakota

Summary:

Ovivo Proposal Q2022325-DK Rev 3 - Adder (incl. tax)

45,658.75

Bonding Cost (additional @ 0.71%)

324.18

Contractor Margin 15% (on materials only)

6,848.81

Total

52,831.74

Narrative:

Additional clarifier drive rebuild by Ovivo.

Page 311

RE: [FWD: Fargo ND - Primary Softening Rehab - PO Instructions- CHANGE ORDER REQUEST

Matt Fritze <MFritze@gnenv.com>

Thu 11/10/2022 8:44 AM

To: Mike Cebulla <mike@ccsteel.com>

Cc: Ella Trio <ella@ccsteel.com>

1 attachments (724 KB)

Q2022325-DK Ovivo Price Proposal Rev 3.pdf;

Mike,

Per our conversation yesterday, Bo Johnston with Black and Veatch reached out on Tuesday to request that we provide a Proposed Change Order Price for consideration to rebuild all three (3) Clarifier Drives that are being sent back to Ovivo. If you recall, all three (3) drives originally were to be shipped back but only 2 of them were to be rebuilt and sent back to the owner for shelf spares. The City of Fargo in a meeting requested that we provide a price for this 3rd rebuild. Attached you will find an updated proposal (Q2022325-DK Rev3) that shows the adder pricing to you. You will be responsible for marking this up accordingly and proposing this to the owner. Per the pricing summary below, our Proposed Cost Adder to you is \$43,425. If your CO gets accepted by the city, you can adjust the pricing for PO#1 accordingly.

PRICING

	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
1	N/A	(3) New Combo Drive Units-complete, (2) Re- Builds of Existing Combo Drive Units & (1) Engineering Lot for (3) New Turbine Drums w/ (2) manway access in each.	See Below	\$653,800.00 USD
2	N/A	ADDER: (1) additional existing Combo Drive Unit Re-Build	See Below	\$43,425.00 USD
			TOTAL:	\$697,250.00 USD

Please let me know if you have any questions and talk soon.



Matt Fritze - President/Outside Sales

Office: (651) 289-9100 Cell: (952) 239-2264

Email: mfritze@gnenv.com
Great Northern Environmental
1300 Helmo Ave N, Oakdale, MN 55128
See us on the web at www.gnenv.com

REPORT OF ACTION

UTILITY COMMITTEE

Project No. N/A

Type: Water Tower Wireless

Lease Extension

Location:

Water Tower #3 (1430 10th St. North)

Date of Hearing:

5/3/2023

Routing	Date
City Commission	5/15/2023
Project File	

Dan Portlock, Water Utility Engineer, presented the attached memo regarding a 2.5 month lease extension with AT&T at Water Tower #3 (1430 10th St. North). The Fargo Water Utility will receive a onetime payment of \$15,000 for the additional 2.5 months. Due to the construction of the new Downtown Water Tower, a formal lease termination notice was given to AT&T. Water Tower #3 will be decommissioned and removed once the new Downtown Water Tower is operational.

MOTION:

On a motion by Jim Hausauer, seconded by Ben Dow, the Utility Committee voted to approve the lease extension with AT&T for 2.5 months and receive a one-time payment of \$15,000.

COMMITTEE:	Present	Yes	No	Unanimous
N				<u>X</u>
				Proxy
Denise Kolpack, City Commissioner	X			
Terri Gayhart, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	·			
Bruce Grubb, Temp. Asst. City Administrator	X			
Scott Liudahl, City Forester	X			
James Hausauer, Water Recl. Utility Director	X X			
Troy Hall, Water Utility Director	X X			
Ben Dow, Public Works Operations Director	- X	/ T	17 1	
Brenda Derrig, City Engineer	X	(Iom_	<u>Knakm</u>	uns)
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Director	X			
	1	B 4		1
ATTEST:		M	all	/
	Troy B. Hall			

Water Utility Director

Tim Mahoney, Mayor

C:

Commissioner Strand Commissioner Piepkorn Commissioner Preston



Water Treatment Plant

435 14th Avenue South Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov

MEMORANDUM May 3rd, 2023

To: Utility Committee

From: Dan Portlock, Water Utility Engineer Of

Re: AT&T Lease Extension – Water Tower #3 (1430 10th St. North)

Attached, please find a draft 2.5 month lease extension with AT&T at Water Tower #3 (1430 10th St. North). AT&T was given formal notice of lease termination in 2023 because we are planning on demolishing the water tower once the new downtown water tower is in service. They need more time to relocate their services and are offering a one-time payment of \$15,000 for an additional 2.5 month lease. This would not impact our schedule and give them additional time to relocate.



Water Tower #3

SUGGESTED MOTION:

Approve a 2.5 month lease extension with AT&T to keep wireless equipment on Water Tower #3 until no later than November 15, 2023.

Your consideration in this matter is greatly appreciated.

4/28/2023

New Cingular Wireless PCS, LLC

Attn: Tower Asset Group - Lease Administration

Re: Cell Site #: MPLSNDU2698; Cell Site Name: NDSU

Fixed Asset #: 10139568

1025 Lenox Park Blvd NE 3rd Floor

Atlanta, Georgia 30324

RE: FA 10139568 / Site Address 1430 10th Street North, Fargo ND 58102 Water Tower Lease Agreement dated April 1, 2003 (the "Agreement")

The City of Fargo ("Landlord" or "Lessor") sent New Cingular Wireless ("Tenant" or "Lessee") a Termination of Lease Notice dated October 15, 2021 ("Notice"). Both parties hereby agree that Landlord's Notice shall be rescinded and amended per the updated terms below ("Amended Notice"):

- Tenant's equipment removal date is now... "no later than November 15, 2023" (amended from August 31, 2023);
- As and for consideration of allowing Tenant to stay on Water Tower #3 an additional 2.5months, Tenant shall pay Landlord a **one-time non-refundable fee of Fifteen Thousand and no/100 Dollars (\$15,000)**, which shall be paid by Tenant to Landlord no later than August 31, 2023. No other annual rents, fees or charges shall be due or owing after August 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 10139568 / Site Address 1430 10th Street North, Fargo ND 58102

ACKNOWLEGED AND ACCEPTED

H A SATEVE CARDED.	TENANT:				
LANDLORD: City of Fargo	WWC Holding Company, Inc.				
	A/K/A New Cingular Wireless PCS, LLC a Delaware limited liability company				
By:	By: AT&T Mobility Corporation Its Manager				
	By: Name: Mariah Burmeister				
		Title: Area Manager, Construction & Engineering			
	Date: , 2023				