

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.
2. 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.
3. 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.

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

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

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.

- 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.



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

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

18 * * * *

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

21 Section 331 Radon Control Methods is hereby added to Chapter 3 of the International
22 Residential Code as adopted in Section 21.1-0101 as follows:
23

OFFICE OF THE CITY ATTORNEY
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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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1 **SUBSLAB DEPRESSURIZATION SYSTEM (Passive).** A system designed to
2 achieve lower subslab air pressure relative to indoor air pressure by use of a vent
3 pipe routed through the conditioned space of a building and connecting the subslab
4 area with outdoor air, thereby relying on the convective flow of air upward in the
5 vent to draw air from beneath the slab.

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9 **SECTION R331.3 REQUIREMENTS**

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

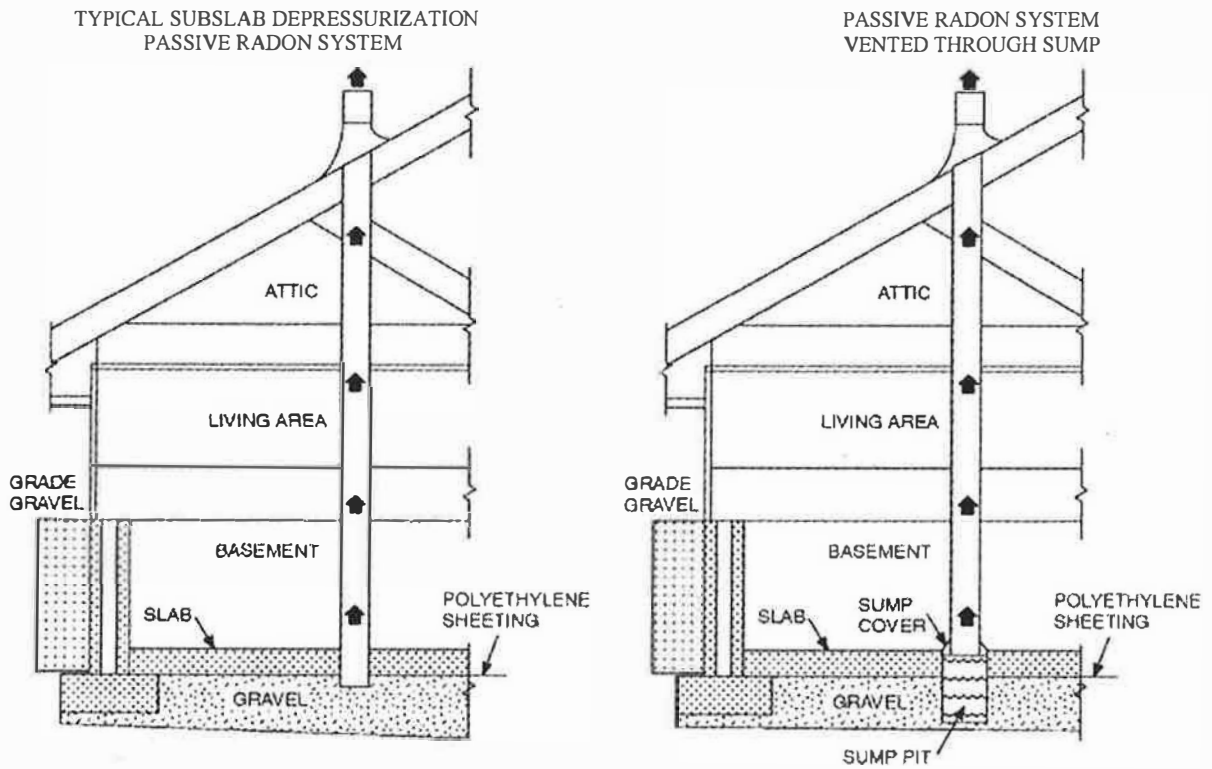
15 **R331.3.2 Subfloor preparation.** A layer of gas-permeable material shall be placed under
16 all concrete slabs and other floor systems that directly contact the ground and are within
17 the walls of the living spaces of the building, to facilitate future installation of a subslab
18 depressurization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

- 20
- 21 1. A uniform layer of clean aggregate, not less than 4 inches (102 mm) thick. The
22 aggregate shall consist of material that will pass through a 2-inch (51 mm) sieve
23 and be retained by a ¼-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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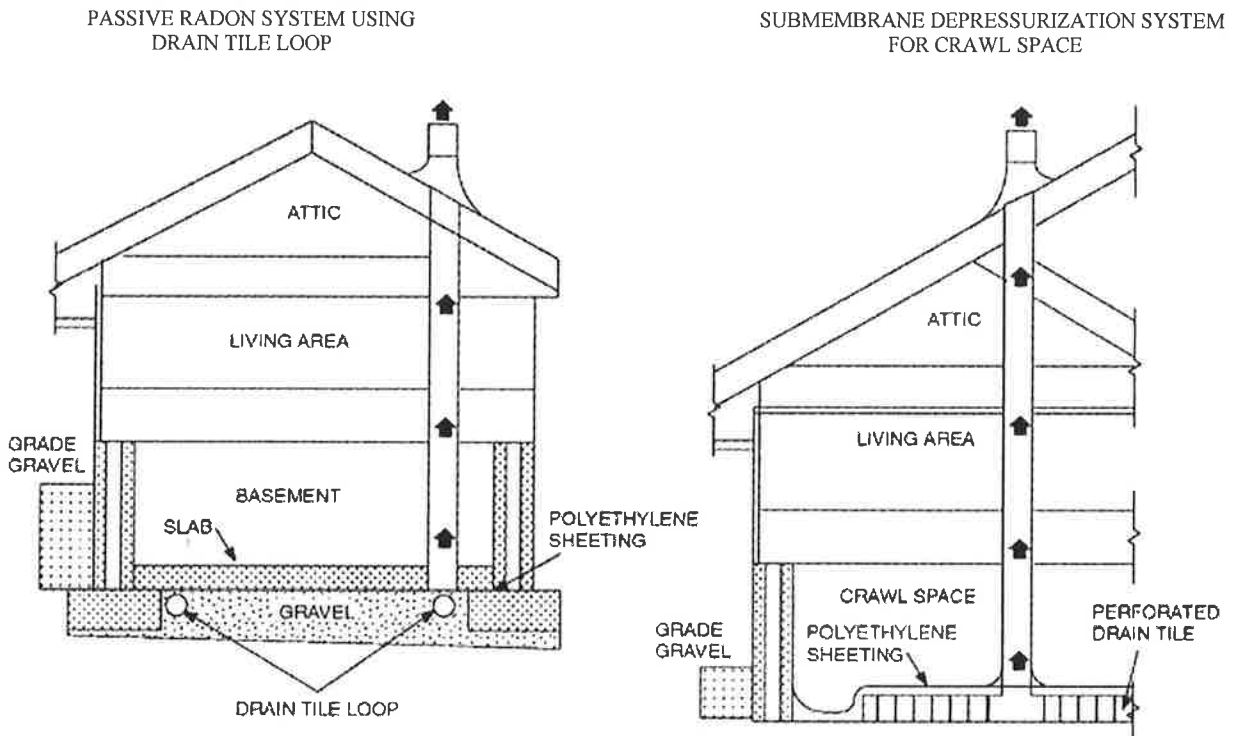
FIGURE R331.3.1
RADON-RESISTANT CONSTRUCTION DETAILS FOR FOUR FOUNDATION TYPES



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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.

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1 **R331.5 Vent pipe accessibility.** Radon vent pipes shall be accessible for future fan
2 installation through an attic or other area outside the habitable space.

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

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

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

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

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

20 Section 3. Penalty.

21 A person who willfully violates this ordinance is guilty of an infraction. Every person,
22 firm or corporation violating an ordinance which is punishable as an infraction shall be punished
23 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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Section 4. Effective Date.

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

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

(SEAL)
Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

1
2 AN ORDINANCE AMENDING SECTION 25-1509.2 OF ARTICLE 25-15
3 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
4 RELATING TO RESTRICTIONS ON SALE TO OBVIOUSLY INTOXICATED PERSON
5 AND
6 AN ORDINANCE AMENDING SECTION 25-1512 OF ARTICLE 25-15
7 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
8 RELATING TO LICENSES—TERMINATION, SUSPENSION, REVOCATION, AND
9 SANCTIONS

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

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

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

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

19 NOW, THEREFORE,

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

21 Section 1. Amendment.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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3 Section 25-1509.2. - Restrictions on sale to obviously intoxicated or impaired persons.

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

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

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2 H. Unusual behavior, i.e., vomiting, profanity, crying, hiccups, fighting, loud,
3 boisterous, obnoxious behavior, sleeping or unconscious;

4 I. Anxious, scratching, paranoia, dry mouth, or dilated pupils.

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

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

19 Section 2. Amendment.

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

22 * * * *

23 ~~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.~~

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

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

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8 GF. Administrative penalties for violation of section 25-1509.2 regarding allowing
9 consumption of alcoholic beverages on the licensed premises by any intoxicated
10 person are as follows:

- 11 1. ~~First offense: Warning. There will also be mandatory server training
12 refresher course within 30 days after the offense.~~
- 13 2. ~~Second~~ First offense: \$500 ~~monetary~~ administrative penalty.
- 14 3. ~~Third~~ Second offense: \$1,000 ~~monetary~~ administrative penalty, plus a one-
15 day suspension of alcoholic beverage license to be determined by liquor
16 control ~~committee board~~. For Class "AB", "A" and "B" license holders, one
17 day suspension of license (liquor sales only) with the date selected by
18 licensee ~~within thirty (30) days of either occurrence of the offense or final
19 decision upon appeal. Such suspension shall be within thirty (30) days of
20 either the occurrence of the offense or final decision upon appeal.~~
- 21 4. ~~Fourth~~ Third offense: \$1,500 ~~\$2,000~~ ~~monetary~~ administrative penalty, plus
22 a two-day day suspension of alcoholic beverage license to be determined by
23 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.~~

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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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 4. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

3

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 25-1501 OF ARTICLE 25-15
2 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE,
3 RELATING TO DEFINITIONS;

4 AND

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

8 AND

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

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

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

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

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

21 NOW, THEREFORE,

22 Be It Ordained by the Board of City Commissioners of the City of Fargo:
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 1. Amendment.

2 Section 25-1501 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby
3 amended as follows:

4 * * * *

5
6 29. "Wine bar" shall mean an establishment serving primarily on-sale wine and
7 sparkling wine, with incidental on-sale beer, non-alcoholic beverages and food
8 sales, but does not include any sale of alcohol or off-sale wine, sparkling wine, or
9 beer. Such establishment shall offer patrons wines by the glass, flight, bottle and
10 taste, and will allow for presentation of beverages at the table, as well as at the bar.
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,
blues, and classical music; and shall be a non-smoking.

11 30. "Seasonal license" shall mean a period of time shorter than a year and tied to a
12 specific activity or purpose.

13 Section 2. Amendment.

14 Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby
15 amended as follows:

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
21 or permit pursuant to the provisions of article 13-04 of the Fargo Municipal
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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", "FA-GOLF", "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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 4. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:



**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

4

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

IRM/Imw

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. Cooperation with NDDEQ: 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. Plaintiff's Attorney's Fees: 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 "Thronset 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. Stipulation for Dismissal: 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. Covenant Not to Sue: 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. Defendant's Release: 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. No Admission of Liability: 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. Signatures: 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. Authority to Sign: The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective entities to the obligation set forth herein.

11. Construction: 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. Severability: 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. Negotiated Agreement: 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. Modification of the Agreement: 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 A CLEAN
ENVIRONMENT, LLC

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:

City of Fargo

**ADMINISTRATIVE CONSENT
AGREEMENT**

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.

Department of Environmental Quality

By: L. David Glatt, P.E.
Director

_____ Date

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

The foregoing instrument was acknowledged before me on this _____ day of _____, 2023, by L. David Glatt.

Notary Public
My Commission Expires: _____

(Seal)

CITY ATTORNEY
Nancy J. Morris

**OFFICE OF THE
CITY ATTORNEY**

5

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

May 11, 2023

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

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

District of North Dakota

Danial Ray Curtis

Plaintiff

v.

City of Fargo, Fargo Building Inspector, Shawn Ouradnik, Dr. Tim Mahoney and Fargo City Commissioners

Defendant

Civil Action No. 3:23-cv-00064

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.

KARI M. KNUDSON, CLERK OF COURT

s/ Shantel Jagol, Deputy Clerk

Date: April 24, 2023



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 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there.
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify):* _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is 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

Daniel Ray Curtis
Shane Michael Curtis

(Enter full name of each Plaintiff, above)

vs.

City of Fargo including
Fargo Police Department
Fargo Building Inspector

(Enter full name of each Defendant, above)

Civil Case No. _____
(To be assigned by Clerk of Court)

JURY TRIAL DEMANDED Yes No
(Check one)

COMPLAINT

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

Wrongful seizure and property rights infringement. Trespassing and theft by deception. My home of 35 years was invaded by the Fargo Police Dept and damaged during said seizure. After this raid occurred they took photos of "damage" that they caused. My home needed some work but was not unreparable. This occurred in July of 2022. By January 2023 my house had been demolished and all of my personal belongings, as well as building materials I had purchased, were all gone. I had an active, paid for building permit, which was completely ignored. Rather, I am being billed almost \$70,000

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

Daniel Roy Curtis - 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 Street North
Fargo, Cass, North Dakota

Fargo Inspections Department 225 4th Street North
Fargo, Cass, North Dakota including Shawn Ourednik

Fargo Mayor, Tim Mahoney 225 4th Street North
Fargo, Cass, North Dakota

All Fargo City Commissioners 225 4th Street North
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 21st 2022 my house was raided by the Fargo police department. They used flash bombs to subdue the occupants. This caused black marks on walls and floors, which they later claimed to be "burns" from faulty electric in my home. They also ransacked all 3 floors of my home looking for drugs - which they never found and have never found in my home. Following this a fence was erected around my home blocking entrance and a 'condemned' sign was hung. I had applied for and had a legal building permit dated 6/6/22. Do to this building permit I was allowed to stay in my home to do construction on a 16x30 addition in my existing house. I was given a list of items to fix in my house, which I did all as requested, except a set of stairs that would be removed during construction. (Why do it twice?) I had purchased the forms for the new addition, dug the hole and had the plumbing

V. ADMINISTRATIVE PROCEDURES. If applicable, state whether your claim was heard by any administrative agencies; the type of proceedings; the date and place of any proceedings; the outcome of any administrative proceedings.

municipal Court, Fargo ND 1-5-2023 - continuance of proceedings and on 2-1-2023 Transferred to Cass County District Court where I was arraigned on 2-27-2023 and a Misdemeanor Dispositional Conference has been set for 6-7-2023.

called by a licensed plumber. During this time, I requested that the Fargo Building Inspector, Shaun, to come back to my house and reinspect the work he had requested be done. He refused. I continued with the construction, knowing that I had a "legal building permit". All the while, being continually harassed by the Fargo Police. Finally, after months of my working and calling the city, I was removed by force from my home on January 4, 2023 and charged with trespassing, resisting arrest and ignoring a Court order.

I was denied access to Dr. prescribed medications, my CPAP machine and any other personal belonging. I was given only 1 opportunity to speak on my behalf - and this was only for 2 1/2 minutes. I was never allowed to remove my personal items, instead EVERYTHING was sent to the landfill including my work tools, trailers, ladders and the brand new construction forms that were sitting on pallets in my driveway. Included in the garbage was my 12 person hot tub, brand new bridge and other appliances, TV's, a mid-century china cabinet, my photos and items from my childrens childhoods and a brand new King sized adjustable base bed, etc. All from my home at 924 5th St. South, Fargo ND 58103.

VI. RELIEF. State what you want the Court to do for you.

First I want a public apology for all of the wrongdoing, slander of my name, my sovereignty and being continually harassed by all parties. Secondly, I want to be fully compensated for my home and its contents as well as my garage and contents, my 12 person Hot Tub and anything else that was stolen from me. I want to be made whole again. This has caused me undue physical, mental and psychological hardship as well as the same hardship for my son, Shane. I have tried to hire an attorney, and no one in Fargo will help as they are afraid of the ramifications from the city.

VII. SIGNATURE. Each Plaintiff must individually sign this complaint.

Signed this 13th day of March, 2023

Daniel Curtis
Signature of Plaintiff

Daniel Curtis
Printed Name of Plaintiff

PO 11043
Mailing Address

Fargo ND 58106
City, State, Zip Code

701-781-3782
Telephone Number of Plaintiff

Shane Curtis
Signature of Plaintiff

Shane Curtis
Printed Name of Plaintiff

PO Box 11043
Mailing Address

Fargo ND 58106
City, State, Zip Code

701-781-3782
Telephone Number of Plaintiff

Civil, Family & Probate Case Records Search Results

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Location: East Central District [Help](#)

Record Count: 9

Search By: Party Exact Name: on Party Search Mode: Name Last Name: Curtis First Name: Danial All All Sort By: Filed Date

Case Number	Style	Filed/Location/Judicial Officer	Type/Status
09-94-C-00071	STATE OF NORTH DAKOTA VS. DANIAL R CURTIS	01/24/1994 - Cass County Dawson, Georgia	Contract / Collection Closed
09-96-C-02753	DAKOTA RIGGERS & TOOL SUPPLY INC. VS. DANIAL CURTIS	10/07/1996 - Cass County Cleveland, Constance	Foreign Judgment Closed
09-05-S-00341	RANDI WEISSER VS. DANIAL RAY CURTIS	04/15/2005 - Cass County	Small Claims Closed
09-06-K-01876	WEST FARGO CITY TRANSFER VS. DANIAL RAY CURTIS	05/16/2006 - Cass County Dawson, Georgia	Criminal Money Judgment Closed
09-07-K-00455a	State of North Dakota vs. Danial Ray Curtis	03/31/2010 - Cass County	Criminal Money Judgment Closed
09-2011-CV-03180	Danial R Curtis vs. Office of County Auditor	09/29/2011 - Cass County Cleveland, Constance	Foreclosure Closed
09-2013-CV-03555	Janell Sue Walz vs. Danial Ray Curtis	12/20/2013 - Cass County Stiel, Stephanie	Restraining Order Closed
09-2019-CV-00813	City of Fargo vs. Danial Curtis	03/07/2019 - Cass County Cleveland, Constance	Other Civil Closed
09-2021-DM-01102	Danial Ray Curtis vs. Leslie Jean Curtis	10/14/2021 - Cass County Irby, John C	Divorce Closed

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REGISTER OF ACTIONS

CASE No. 09-2019-CV-00813

City of Fargo vs. Danial Curtis

§
§
§
§
§
§
§

Case Type: **Other Civil**
Date Filed: **03/07/2019**
Location: **- Cass County**
Judicial Officer: **Cleveland, Constance**
Supreme Court Docket Number: **20220302**

PARTY INFORMATION

		Attorneys
Defendant	Curtis, Danial Fargo, ND 58103	Pro Se
Plaintiff	City of Fargo Fargo, ND 58102	Allssa Rae Farol <i>Retained</i> <u>701-232-8957</u> x0000(W)
		Ian Ronald McLean <i>Retained</i> <u>701-232-8957</u> x0000(W)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

12/18/2019 Judgment / Order Entered (Judicial Officer: Marquart, Steven L.)

OTHER EVENTS AND HEARINGS

- 03/07/2019 Complaint Index # 1
Complaint_Danial Curtis_01-28-2019
- 03/07/2019 Summons Index # 2
Summons_Danial Curtis_01-28-2019
- 03/07/2019 Service Document - Defendant not Found Index # 3
Affidavit for Service by Publication_Danial Curtis_03-07-2019
- 03/08/2019 Notice of Assignment and Case Number Index # 4
- 03/19/2019 Service Document Index # 5
Affidavit of Service by Mail_Danial Curtis (09-2019-CV-00813)_03-19-2019
- 04/02/2019 Service Document Index # 6
Affidavit of Publication_Danial Curtis (09-2019-CV-00813)_dated 04-01-2019
- 04/09/2019 Answer Index # 7
- Answer to Complaint
- 04/09/2019 Exhibit Index # 8
- Exhibit to Answer - Summons
- 04/09/2019 Exhibit Index # 9
- Exhibit to Answer - Order
- 04/09/2019 Exhibit Index # 10
- Exhibit to Answer - Affidavit of Service
- 04/09/2019 Petition Index # 11
- Petition for Waiver of Fees
- 04/09/2019 Affidavit Index # 12
- Financial Affidavit In Support of Petition for Waiver of Fees
- 04/09/2019 Proposed Order Index # 13
- Proposed Order Waiving Filing Fees
- 04/10/2019 Order Index # 14
- Order Waiving Filing Fees
- 09/03/2019 Notice of Hearing Index # 15
Scheduling Conference
- 09/04/2019 Service Document Index # 16
Affidavit of Service_Danial Curtis (09-2019-CV-00813)_09-04-2019
- 09/10/2019 Letter Index # 17
- Letter from Defendant

10/01/2019 **Scheduling Conference (1:30 PM) (Judicial Officer Marquart, Stevon L.)**
No Record Today
 Result: Hearing Ended

10/01/2019 **Order Index # 18**
Rule 16 Order

10/02/2019 **Notice Index # 19**
of Trial w/Pretrial Order

10/02/2019 **Service Document Index # 20**
Affidavit of Service_Daniel 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 (Daniel Curtis)

12/04/2019 **Notice Index # 23**
Plaintiff's Trial Exhibit List_09-2019-CV-00813_12-04-2019

12/04/2019 **Service Document Index # 24**
Affidavit of Service_Exhibit List_09-2019-CV-00813_12-04-2019

12/06/2019 **Court Trial (1:30 PM) (Judicial Officer Marquart, Steven L.)**
One-Half (1/2) Day (Dlt 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

12/09/2019 **Exhibit Index # 26**
- 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

12/09/2019 **Exhibit Index # 29**
- Exhibit 25 - Pictures from Inspection dated 11-27-19 - Offered and Received

12/09/2019 **Exhibit Index # 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

12/09/2019 **Exhibit Index # 32**
- Exhibit 29 - Pictures from Inspection dated 11-27-19 - Offered and Received

12/09/2019 **Exhibit Index # 33**
- Exhibit 30 - Pictures from Inspection dated 11-27-19 - Offered and Received

12/09/2019 **Exhibit Index # 34**
- 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 Index # 36**
- Exhibit 33 - Pictures from Inspection dated 11-27-19 - Offered 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 Received

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)

12/17/2019 **Service Document Index # 45**
Affidavit of Service (Curtis)

12/18/2019 **Order Index # 46**
- Order

12/18/2019 **Service Document Index # 47**
Affidavit of Service (Order) (Curtis)

08/02/2022 **Motion Index # 48**
Ex Parte Motion to Remove Persons From Property Determined an Imminent Danger and Enforcement of Continuing Order of Abatement

08/02/2022 **Affidavit Index # 49**
Affidavit of Shawn Ouradnik

08/02/2022 **Exhibit Index # 50**

08/02/2022	Exhibit 1 (photo)	Index # 51
08/02/2022	Exhibit 2 (photo)	Index # 52
08/02/2022	Exhibit 3 (photo)	Index # 53
08/02/2022	Exhibit 4 (photo)	Index # 54
08/02/2022	Exhibit 5 (photo)	Index # 55
08/02/2022	Exhibit 6 (photo)	Index # 56
08/02/2022	Exhibit 7 (photo)	Index # 57
08/02/2022	Exhibit 8 (photo)	Index # 58
08/02/2022	Exhibit 9 (photo)	Index # 59
08/02/2022	Exhibit 10 (photo)	Index # 60
08/02/2022	Exhibit 11 (photo)	Index # 61
08/02/2022	Exhibit 12 (photo)	Index # 62
08/02/2022	Exhibit 13 (photo)	Index # 63
08/02/2022	Exhibit 14 (notice of dangerous building)	Index # 64
08/02/2022	Exhibit 15 (photo)	Index # 65
08/02/2022	Proposed Order	Index # 65
08/02/2022	Order (Proposed) Order - N. Morris	Index # 66
10/13/2022	Notice of Appeal	Index # 67
10/13/2022	Notice of Appeal	Index # 68
10/13/2022	Notice of Appeal	Index # 69
10/13/2022	Exhibit - Photos	Index # 70
10/13/2022	Exhibit - Photos	Index # 71
10/13/2022	Exhibit - Photos	Index # 72
10/13/2022	Exhibit - Photos	Index # 73
10/13/2022	Exhibit - Photos	Index # 74
10/13/2022	Exhibit - Photos	Index # 75
10/13/2022	Exhibit - Photos	Index # 76
10/13/2022	Exhibit - Photos	Index # 77
10/13/2022	Exhibit - Photos	Index # 78
10/13/2022	Exhibit - Photos	Index # 79
10/18/2022	Notice of Filing the Notice of Appeal	Index # 80
10/18/2022	Notice of Filing Notice of Appeal	Index # 81
10/18/2022	Service Document	Index # 81
10/18/2022	Unsworn Declaration of Service	Index # 82
11/14/2022	Clerk's Certificate on Appeal	Index # 82
12/09/2022	Supreme Court Judgment/Option	Index # 83
12/09/2022	Supreme Court Judgment/Option	Index # 84
12/09/2022	Amended Order of Dismissal	

FINANCIAL INFORMATION

	Defendant Curtis, Danial			
	Total Financial Assessment			50.00
	Total Payments and Credits			50.00
	Balance Due as of 03/21/2023			0.00
04/10/2019	Transaction Assessment			50.00
04/10/2019	Waived			(50.00)
	Plaintiff City of Fargo			
	Total Financial Assessment			80.00
	Total Payments and Credits			80.00
	Balance Due as of 03/21/2023			0.00
03/07/2019	Transaction Assessment			80.00
03/07/2019	E-File Payment	Receipt # <u>09-2019-4037</u>	City of Fargo	(80.00)

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.

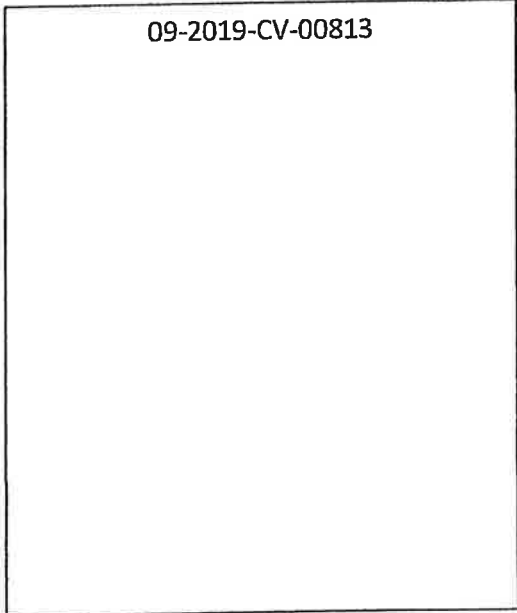
Danial Ray Curtis

Plaintiff

-vs-

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

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.
4. 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.

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

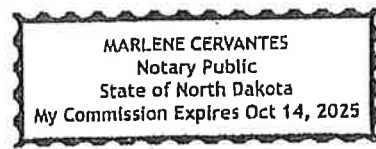
COUNTY OF CASS

SUBSCRIBED AND SWORN TO BEFORE ME, on the 24th day of March, 2023

Signature Marlene Cervantes (Seal)

NOTARY PUBLIC

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 Supreme Court
Letter dated September 17, 2022
Original Appeal Notification dated July 28, 2022 directed to the City
A record of past Civil Cases - showing the case on 03/07/2019 CLOSED
Register of actions concerning case 09-2019-CV-00813
Copy of 2nd permit with approval from Shawn Ouradnik
List of events by dates

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

4. Person or People Served (you must include the name, address, and E-mail address). You do not need to include the Clerk of Court.

Ex. Jon Smith, 1234 1st Ave, Bismarck, ND 58501, j.smith@provider.com.

Fargo Police Department, 105 25th Street North, Fargo ND 58102
pd-recordsrequests@fargond.gov

Fargo Inspections Department Shawn Ouradnik 225 4th Street North, Fargo ND 58102
souradnik@fargond.gov

Fargo Mayor Dr. Tim Mahoney and All Fargo City Commissioners, 225 4th Street North,
Fargo ND 58102 tmahoney@cityoffargo.com

Attorney Stormy Vickers, 808 3rd Avenue South, Fargo ND 58103
stormyvickers@stormyvickerslaw.com

Attorney Eric Koppy, 1100 College Drive, Bismarck ND 58501 ekoppy@bismarcklaw.com
Serkland Law, 10 Roberts Street North, Fargo ND 58108 imclean@serklandlaw.com

5. I declare, under penalty of perjury under the law of North Dakota, that the foregoing is true and correct.

Danial R Curtis
Signed on

March 22, 2023

_____, 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



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@casscountynynd.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 with 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]

(SUP) Clerk of Court Office

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Danlal

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- Inbox 1.2K
- Unread
- Starred
- Drafts 4
- Sent
- Archive
- Spam
- Trash
- ^ Less
- Views Hide
- 📷 Photos
- 📄 Documents
- ✉ Emails to myself
- 📧 Subscriptions
- 🛒 Shopping
- 📄 Receipts
- 🚗 Travel
- Folders Hide
- + New Folder
- names

Reply from North Dakota Supreme Court Clerk's of Court Office 2



(SUP) Clerk of Court Office
Danlal Curtis



Your message has been received. Please retain this reply e-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 rules are available here. Appendices will no longer be filed. Transcripts will be filed into the district court record rather than with this Court. The new rules will be applied to all documents filed after March 1, regardless of the status of the proceeding.

References to the record will be made in briefs directly to the record as follows (rule 30(b)):

(1) Reference to any material that is contained in an item in the 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 "R" followed by the index number of the item followed by a colon and the specific page within the item where the information referred to is located, for example (R156:12). If applicable, paragraph or line numbers must be included after the page number, for example (R156:12:13) or (R156:12:3).

(2) References to a video or audio recording in the record must be made by identifying the recording and providing specific, time-coded locations of the relevant portions.

General Notice: Appropriate fees under the North Dakota Rules 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



(SUP) Clerk of Court Office
supclerkofcourt@ndcourts.gov
+ Add to contacts



Ad - Natural Quality Singles

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

3/21/23, 1:26 PM

HOME MAIL NEWS FINANCE SPORTS ENTERTAINMENT LIFE SEARCH SHOPPING VARIETY Upgrade Now

09clerk@ndcourts.gov

Advanced



Danial

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Back Reply Reply All Archive Move Delete Spam Settings

- Inbox
- Unread
- Starred
- Drafts 3
- Sent
- Archive
- Spam
- Trash
- Less
- Views Hide
- Photos
- Documents
- Emails to myself
- Subscriptions
- Shopping
- Receipts
- Travel
- Folders Hide
- New Folder
- names



Danial Curtis



Danial Curtis
Hulm, Petra

lmclean@serklandlaw.com
afarol@serklandlaw.com

SMarquart@ndcourts.gov
Shawn Ouradnik,
Joeajohnsonlaw2022@outlo
and 3 more...

This is a motion that the Supreme Court of North Dakota was, in fact, not notified that the case involving me and my house at 924 5th Street South, Fargo, ND 58103 from March 2019 was closed and finalized by a Judge. Therefore, I am motioning that do to the fact do process was not observed, and the proper procedures were not followed, and that I was deceived and defrauded, and so was the North Dakota Supreme Court that this case be reheard by the proper court through the proper procedures. The Building Inspector attached files to an old, closed case, and surpassed the County Court to the Supreme Court. This was because I believe they did not want me to have a chance to plead my case in the courts. I was deceived by deception and my house and all of the contents were unnecessarily destroyed. Since this is a criminal charge of over \$10,000 the charge will be reported to the proper law enforcement agency.

Danial Curtis

Danial Ray Curtis
March 20, 2023



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

3/21/23, 1:33 PM

HOME MAIL NEWS FINANCE SPORTS ENTERTAINMENT LIFE SEARCH SHOPPING YAHOO! DIAL M Upgrade Now

09clerk@ndcourts.gov

Advanced

Daniel

Home

Compose

Back Forward Reply Archive Move Delete Spam Settings

- Inbox
- Unread
- Starred
- Drafts 3
- Sent
- Archive
- Spam
- Trash
- Less
- Views Hide
- Photos
- Documents
- Emails to myself
- Subscriptions
- Shopping
- Receipts
- Travel
- Folders Hide
- + New Folder names

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

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

VIA E-MAIL ONLY

December 9, 2022

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



Petra Hulm Q
 phulm@ndcourts.gov
 (701) 328-2221
 + Add to contacts



Sounds big.
 Travels light.



STOP BY APPOINTMENT ONLY. 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 CONTRACT IS CONSIDERED TRESPASSING ON GOD & A TRUE AMERICAN. TRESPASSING IS THEFT BY DECEPTION. GOD BLESS

City of Fargo
Inspections Department
225 4 Street North
Fargo, ND 58102
701.241.1561

Before the Board of Appeals of the City of Fargo
Appeals of (Owner/Interested Parties): DANIEL CURTIS ^{\$150 filing fee must accompany this form} Demand for Retainer fee \$10,000

Property Address: 924 5th Street South Fargo ND 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 Board of Appeals, not less than 10 and not more than 60 days from the date below. You will be notified by mail in advance of the date, time, and place of the meeting. Any orders to correct violations that are appealed on this 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 mailing addresses, be affixed to this appeal. Please attach an additional page as necessary to include all those participating in the appeal.

Name: Daniel Curtis Address: 924 5th Street
Signature: [Signature] Soars Fargo ND
Interest: pay ment & cost also Retainer fee 58103

In addition, it is necessary that there be a verification of the truth of the matters stated above by at least one of these parties. Please be advised that such a signature will be considered a declaration under penalty of perjury.

Name: Daniel Curtis Date: Jul 28 22
Signature: [Signature]
Interest: Future Building Permite

These requirements are made in accordance with Chapter 1 of the International Property Maintenance Code, as adopted in Article 31 of the Fargo Municipal Code.

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 **fully paid for** 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 bearing 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),
v. Daniel R Curtis

CERTIFICATE OF SERVICE

Case No .

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

I hereby certify that an exact copy of the following document(s) was served upon all 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.

Document(s) sent:
Copies of all correspondence, as well notice of Lawsuit and criminal charges

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

Fargo Police Department
105 25th Street North
Fargo ND 58102

Fargo Inspections Department
Shawn Owadnik
225 4th St. N.
Fargo, ND 58102

Fargo Mayor Tim Mahoney
225 4th St. N
Fargo ND 58102

All Fargo City Commissioners
225 4th St. N
Fargo ND 58102

Dated: 3-17-23


Signature of Plaintiff

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

Cass

County of Residence of First Listed Defendant

City of Fargo

(EXCEPT IN U.S. PLAINTIFF CASES)

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

Eric Kopp, Larson, Latham, Stuehli, Stormy Vickers, Vickers Law, Joe A. Johnson, 1024 3rd Ave S, Fargo ND 58103

Nancy Morse

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question, 4 Diversity

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Places of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 US Code § 2465, Brief description of cause: Seized my home and demolished in less than 5 months

VII. REQUESTED IN COMPLAINT:

- CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P., DEMAND \$, CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE John F. Kelly

DOCKET NUMBER

09-2023 CR 00503, 09-2023 CR 00504, 09-2023 CR 00505

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #, AMOUNT, APPLYING IFP, JUDGE, MAG. JUDGE



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

4/27
1:30 pm

6a

Applying for (check one)

Local Permit Restricted Event Permit*

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

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Tri-City Storm Soccer Club		Dates of Activity (Does not include dates for the sales of tickets) Friday, July 21	
Organization or Group Contact Person Lee Schwartz	E-mail Lee.Schwartz@tricityunited.org	Telephone Number 701-306-4497	
Business Address 2761 12th Avenue South Suite A	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Broadway Square	County Cass
Site Physical Address Broadway and 2nd Avenue North	City Fargo
	State ND
	ZIP Code 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
One-time 50/50 Raffle to be held during event that night, 8pm-10pm.

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50% of proceeds to Tri-City, 50% to winner	1,000.00
	Actual Prize TBD	
Total (limit \$40,000 per year)		\$ 1,000.00

Intended Uses of Gaming Proceeds

Nonprofit Fundraiser

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

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

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

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

Name Lee Schwartz	Title Executive Director	Telephone Number 701-306-4497	E-mail Address Lee.Schwartz@tricityunited.org
Signature of Organization or Group's Top Official <i>Lee Schwartz</i>		Title Executive Director	Date Apr 4, 2023

Attorney's office + \$25 check



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

66 cc

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Elevate Rock School		Dates of Activity (Does not include dates for the sales of tickets) 7/29/23	
Organization or Group Contact Person Lisa Niemiller	E-mail lisa@elevaterockschool.com	Telephone Number 7017292557	
Business Address 4650 Agassiz Crossing S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Trollwood Park N		County Cass	
Site Physical Address 3664 Elm St N	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 7/29/23			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Draw	1/2 of the cash collected	1,000
Raffle	Electric Baby Grand Piano	6,000.00
Total (Limit \$40,000 per year)		\$ 7,000.00

Intended Uses of Gaming Proceeds

Donation to Excite Music scholarship fund - non-profit organization helping kids to attend music lessons

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

Yes No

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

Yes No

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

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

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

Yes No

Name Lisa Niemiller	Title Vice President	Telephone Number 7017292557	E-mail Address lisa@elevaterockschool.com
Signature of Organization or Group's Top Official 		Title Vice President	Date Apr 27, 2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

LC ✓ 5/4/23

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

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

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

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

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

Name of Organization or Group of People permit is issued to Fargo Moorhead Derby Girls	Dates of Activity 6/3/23_6/24/23	If raffle, provide drawing date 6/3/23_6/24/23	
Organization or Group Contact Person Katie Kalabza	Title or Position Treasurer	Telephone Number 701-730-1422	
Business Address PO Box 10644	City Fargo	State ND	ZIP Code 58106
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Fargo Coliseum			
Site Address 807 17th Avenue N	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 raffle	Cash	est. \$200each
Total (limit \$40,000 per year)		400.00

Intended Uses of Gaming Proceeds
Bout production, rent charity donations

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: \$361 (This amount is part of the total prize limit of \$40,000 per year)

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

Organization or Group Contact Person

Name Katie Kalabza	Title Treasurer	Telephone Number 701-730-1422	E-mail Address fndgoperations@gmail.com
Signature of Organization or Group's Top Official <i>Katie Kalabza</i>		Title Treasurer	Date 5/2/23



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

Cash
5/8/23

Ced

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Provost Guard		Dates of Activity (Does not include dates for the sales of tickets) Sept 14 th 2023	
Organization or Group Contact Person Keith Lingle	E-mail Klingle@wrigleymechanical.com	Telephone Number 701-361-9370	
Business Address 1429 3rd St N.	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name El Zagal Shrine	County Cass
Site Physical Address 1429 3rd St N.	City Fargo
State ND	ZIP Code

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

Raffle Sept 14th 2023

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	(2) \$200 ⁰⁰ Scheds Giftcards + 5-100 ⁰⁰ Giftcards 50/50	\$1,200 ⁰⁰
Total (limit \$40,000 per year)		\$ 1,200 ⁰⁰

Intended Uses of Gaming Proceeds
Unit Operations - Training & Transportation

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

Yes No

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

Yes No

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

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

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

Yes No

Name Keith Lingle	Title Treasurer	Telephone Number 701-361-9370	E-mail Address Klingle@wrigleymechanical.com
Signature of Organization or Group's Top Official 		Title Treasurer	Date 5/8/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (4-2023)

Loe

CC
5/11

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group United Way of Cass-Clay		Dates of Activity (Does not include dates for the sales of tickets) Tuesday, June 6, 2023	
Organization or Group Contact Person Briana Nupdal	E-mail bnupdal@unitedwaycassclay.org	Telephone Number 701.237.5050	
Business Address 4351 23rd Ave S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different) PO Box 1609	City Fargo	State ND	ZIP Code 58107

SITE INFO

Site Name Maple River Golf Club	County Cass
Site Physical Address 3666 163rd Ave SE	City Mapleton
	State ND
	ZIP Code 58059

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
6 Raffle boards during golf scramble event on Tuesday, June 6, 2023

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	"Life's A Party" Raffle Package	1,666.00
Raffle Board	"There's Always More Time for Golf" Raffle Package	1,080.00
Raffle Board	"Living Your Best You!" Raffle Package	1,487.00
Total (limit \$40,000 per year)		\$ 4,233.00 9,019.00

Intended Uses of Gaming Proceeds
Event proceeds benefit programs, resources and services in Cass and Clay Counties to help local children succeed.

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

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

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

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

Name Karla Isley	Title President and CEO	Telephone Number 701.237.5050	E-mail Address kisley@unitedwaycassclay.org
Signature of Organization or Group's Top Official <i>Karla Isley</i>		Title President and CEO	Date May 10, 2023

5/11/23

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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 Permit*

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

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Family Wellness LLC.		Dates of Activity (Does not include dates for the sales of tickets) May, 18th 2023	
Organization or Group Contact Person Jeffrey Dertinger	E-mail Jeffrey.dertinger@sanfordhealth.org	Telephone Number 701-234-7294	
Business Address 2960 Seter Parkway	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Scheels Arena	County Cass County
Site Physical Address 5225 31st Ave S	City Fargo
	State ND
	ZIP Code 58104

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle prize drawing on Thursday, May 18th 2023

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Foodie Basket - local restaurant gift cards, cooking equipment, etc.	\$350
Raffle	Wellness Basket - Gym bag, yoga mat, sweat towel, local gift cards, etc.	\$350
Raffle	Family Basket - Smore's kit, bubbles, kids toys, local gift cards, etc.	\$500
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds
All proceeds will benefit our non-profit initiative to help our community cook well, move well and live well for life!

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

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

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

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

Printed Name of Organization Group's Permit Organizer Jeff Dertinger	Telephone Number 701-234-7294	E-mail Address JEFFREY.DERTINGER@sanfordhealth.org
Signature of Organization Group's Permit Organizer 	Title Director of Operations	Date 5/10/23



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (4-2023)

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5/10/23

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Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Bethany Retirement Living		Dates of Activity (Does not include dates for the sales of tickets) 5/20/23 - 12/31/23	
Organization or Group Contact Person Grant Richardson	E-mail grichardson@bethanynd.org	Telephone Number 701.478.8910	
Business Address 4255 30 Ave S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different) 201 University Dr S	City Fargo	State ND	ZIP Code 58103

SITE INFO

Site Name Bethany Retirement Living		County Cass	
Site Physical Address 201 University Dr S / 4255 30 Ave S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 50/50 raffle - 9/12/23 Bethany on University; 50/50 raffle - 9/14/23 Bethany on 42nd			

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

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

Intended Uses of Gaming Proceeds
to purchase materials, programs, and services to provide care for residents at Bethany Retirement Living

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

Yes No

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

Yes No

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

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

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

Yes No

Name Grant Richardson	Title Sr Exec - Development	Telephone Number 701.478.8910	E-mail Address grichardson@bethanynd.org
Signature of Organization or Group's Top Official 		Title Sr Exec - Development & Community Relations	Date 5/8/23



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

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G-0038 ()
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
Roy Chandler Post 762

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location VFW Club			
Street 202 Broadway N	City Fargo	ZIP Code ND	County Cass
Beginning Date(s) Authorized July 1 2023	Ending Date(s) Authorized June 30 2024	Number of Twenty-One™ tables, if zero, enter "0" 0	
Specific location where games of chance will be conducted and played at the site (required) Main Bar * excludes restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Blngg	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted) _____ Hours of gaming (if restricted) _____

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/15/23
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization
Fargo Post 2 Baseball Club

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location
Herds and Horns

Street 1414 12th Ave N	City Fargo	ZIP Code 58102	County Cass
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Beginning Date(s) Authorized 7/1/2023	Ending Date(s) Authorized 6/30/2024	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)
East Wall

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must 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)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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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	

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

7c

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

Full, Legal Name of Gaming Organization
Fraser Ltd.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location Space Aliens			
Street 1840 45TH Street S.	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7.1.2023	Ending Date(s) Authorized 6.30.2024	Number of Twenty-One tables, if zero, enter "0"	
Specific location where games of chance will be conducted and played at the site (required) All locations throughout the bar portion of the restaurant.			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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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	

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 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240

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

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

Full, Legal Name of Gaming Organization
Fraser Ltd.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location
Golf Addiction

Street 4474 23RD AVE S	City Fargo	ZIP Code 58103	County Cass
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Beginning Date(s) Authorized 7-1-23	Ending Date(s) Authorized 6-30-2024	Number of Twenty-One tables, if zero, enter "0"
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Specific location where games of chance will be conducted and played at the site (required)
All bar common areas, with the exception of the restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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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	

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7e

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

Full, Legal Name of Gaming Organization
METRO SPORTS FOUNDATION

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location
TWIN PEAKS

Street 1515 42ND ST S	City FARGO	ZIP Code 58103	County CASS
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Beginning Date(s) Authorized 7/1/23	Ending Date(s) Authorized 6/30/24	Number of Twenty-One tables, if zero, enter "0" 2
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Specific location where games of chance will be conducted and played at the site (required)
MACHINES AND TABLES ARE PLAYED IN THE BAR AREA, EXCEPT HALLWAYS AND REST ROOMS

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- | | | |
|----------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---------------------------------------------------	---------------------------------

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
	05/15/2023
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



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

7f

G - _____ (_____) _____
 Site License Number
 (Attorney 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 granted by the North Dakota Attorney General at the following location

Name of Location
Rooter Bar

Street 107 Broadway	City Fargo	ZIP Code 58102	County Cass
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Beginning Date(s) Authorized 7/1/2023	Ending Date(s) Authorized 6/30/2024	Number of Twenty-One tables, if zero, enter "0" 2
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Specific location where games of chance will be conducted and played at the site (required)
Entire Bar except restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- | | | |
|-----------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---------------------------------------------------	---------------------------------

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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	

INSTRUCTIONS:

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



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G - _____ (_____) _____
 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 granted by the North Dakota Attorney General at the following location

Name of Location
Fargo Dome

Street 1800 N. University Drive	City Fargo	ZIP Code 58102	County Cass
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Beginning Date(s) Authorized 7/1/23	Ending Date(s) Authorized 6/30/24	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)

Entire facility and parking areas

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- | | | |
|--------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
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Signature of City/County Official	Date 05/15/2023
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PRINT Name and official position of person signing on behalf of city/county above
 Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



7h

G - _____ (_____) _____ 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 granted by the North Dakota Attorney General at the following location

Name of Location Sanford Health Athletic Complex - Scheel's Arena (SHAC)			
Street 1340 Administration Ave	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/23	Ending Date(s) Authorized 6/30/24	Number of Twenty-One tables, if zero, enter "0" 0	
Specific location where games of chance will be conducted and played at the site (required) Entire facility and Parking areas			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---------------------------------------------------	---------------------------------

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 05/15/2023
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

7i

G - _____ (_____) _____
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 granted by the North Dakota Attorney General at the following location

Name of Location
King Pinz

Street 3485 Jack's Way	City Fargo	ZIP Code 58104	County Cass
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Beginning Date(s) Authorized 7/1/23	Ending Date(s) Authorized 6/30/24	Number of Twenty-One tables, if zero, enter "0" 1
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Specific location where games of chance will be conducted and played at the site (required)
48 Lounge, Barron's, and bowling areas of the business

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quilck Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (If restricted)	Hours of gaming (if restricted)
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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	

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



7j

G - _____ (_____) _____
 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 granted by the North Dakota Attorney General at the following location

Name of Location
Lucky's 13 Pub

Street 4301 17th Ave. S.	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/23	Ending Date(s) Authorized 6/30/24	Number of Twenty-One tables, if zero, enter "0" 0	

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---------------------------------------------------	---------------------------------

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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	

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7K

G - _____ (_____) _____ 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 granted by the North Dakota Attorney General at the following location

Name of Location
Frank's Lounge

Street 2640 52nd Ave. S.	City Fargo	ZIP Code 58104	County Cass
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Beginning Date(s) Authorized 7/1/23	Ending Date(s) Authorized 6/30/24	Number of Twenty-One tables, if zero, enter "0" 1
-----------------------------------------------	---------------------------------------------	-------------------------------------------------------------

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
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Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

8

Type: Memorandum of Understanding

Location: Extraterritorial

Date of Hearing: 5/8/2023

<u>Routing</u>	<u>Date</u>
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: _____

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

COMMITTEE

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

ATTEST:



 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jody Bertrand, Division Engineer
Date: May 8, 2023
Re: Memorandum of Understanding (MOU) with Cass County for MS4 Extraterritorial 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) General. 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) General. 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) Final Inspections. 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) General. 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) Maintenance of County Roads. 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

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

If to Fargo:

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

If to 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. Time is of the Essence. 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. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
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. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties under and pursuant to this MOU.
10. Binding Effect. All covenants, agreements, warranties, and provisions of this MOU will be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.
11. Governing Law. This MOU has been made and entered into under the laws of the State of North Dakota and said laws will control its interpretation. Any litigation arising out of this MOU will be 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. Rules of Construction. The Parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of

construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this MOU.

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

By: _____

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

ATTEST:

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

9

Project No. NR-23-A0 Type: Contract Amendment #1

Location: LS #47 & #48 Date of Hearing: 5/8/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/15/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

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

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

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.

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.



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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.



Page 5

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:

Client: City of Fargo

Signature: _____

Title: _____

Date: _____

Proposal: Houston Engineering, Inc.

Signature: *Jerry Best*

Title: Vice President

Date: 4/28/2023

COVER SHEET
CITY OF FARGO PROJECTS

10

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

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

New Utility Construction

Project No.	<u>UN-23-B</u>		
Call For Bids	<u>May 15</u>	,	<u>2023</u>
Advertise Dates	<u>May 24, 31 & June 7</u>	,	<u>2023</u>
Bid Opening Date	<u>June 21</u>	,	<u>2023</u>
Substantial Completion Date	<u>June 15</u>	,	<u>2024</u>
Final Completion Date	<u>July 15</u>	,	<u>2024</u>

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

Project Engineer Jason Satterlund

Phone No. (701) 241-1545

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

- 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:

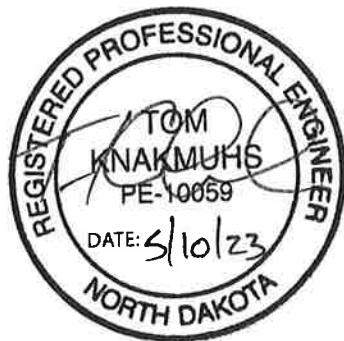
Utility Funds - Wastewater - 521			
Construction Cost			\$1,180,582.50
Fees			
Admin	4%		\$47,223.30
Contingency	10%		\$118,058.25
Engineering	6%		\$70,834.95
Interest	4%		\$47,223.30
Legal	3%		\$35,417.48
Total Estimated Cost			\$1,499,339.78
Funding			
Utility Funds - Wastewater - 521	100.00%		\$1,499,339.78


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

Project Funding Summary			
Utility Funds - Wastewater - 521	100.00%		\$1,597,239.78
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.




Thomas Knakmuhs, PE
Assistant City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

Improvement District No. PR-23-G1

Type: 2023 CIP Revision

Location: Various locations

Date of Hearing: 5/8/2023

Routing	Date
City Commission	5/15/2023
PWPEC File	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 1/2 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

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

COMMITTEE

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

ATTEST:

B. E. Derrig

Brenda E. Derrig, P.E.
City Engineer

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.

May 5, 2023

12

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**

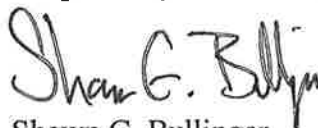
Dear Commissioners:

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.

RECOMMENDED MOTION: 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 BN-23-C1	County Cass	Parcel(s) 01-8722-00050-000
Landowner Lee Olsen and Edie Holcomb, Trustees of the Olsen and Holcomb Living Trust Dated May 6, 2013		
Mailing Address 2561 69th Ave S Fargo, ND 58104		

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

See Exhibit A

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 3,650.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>3,650.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>3,650.00</u>

*Description of Damages to Remainder are as follows:

Lee J. Olsen
 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.

Edie L. Holcomb
 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.

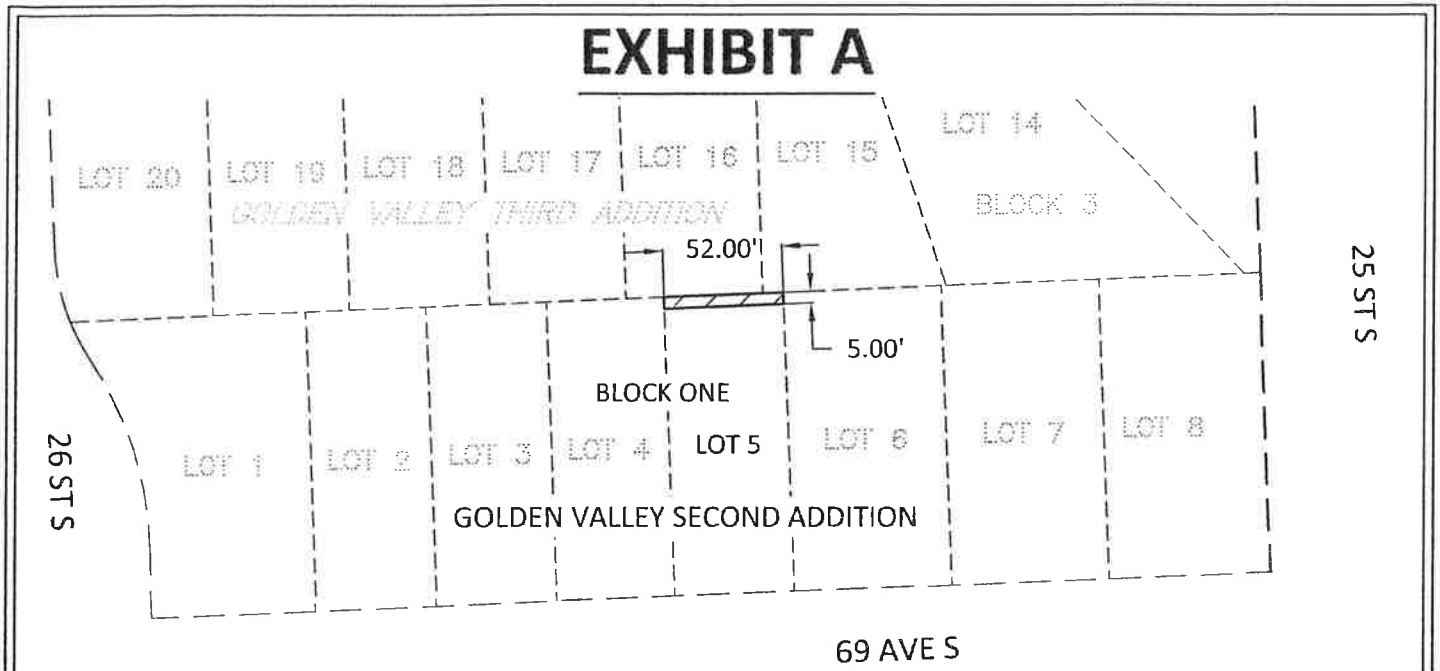
Shawn G. Bullinger
 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney
 MAYOR

 SIGNATURE

 DATE

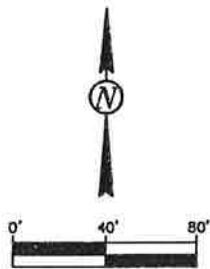


Description:

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



ENGINEERING DEPT.

PERMANENT 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.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 5TH day of MAY, 2023.

GRANTORS:

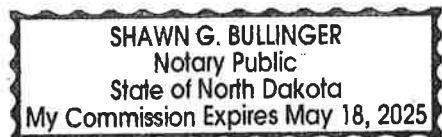
Olsen and Holcomb Living Trust dated May 6, 2013

Lee Olsen, Trustee of the Olsen and Holcomb Living Trust dated May 6, 2013

Edie Holcomb, Trustee of the Olsen and Holcomb Living Trust dated May 6, 2013

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

On this 5TH day of May, 2023, before me, a notary public in and for said county and state, personally appeared Lee Olsen and Edie Holcomb, Trustees of the Olsen and Holcomb Living Trust dated May 6, 2013 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)

Notary Public
Cass County, North Dakota

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

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steven Sprague, City Auditor

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

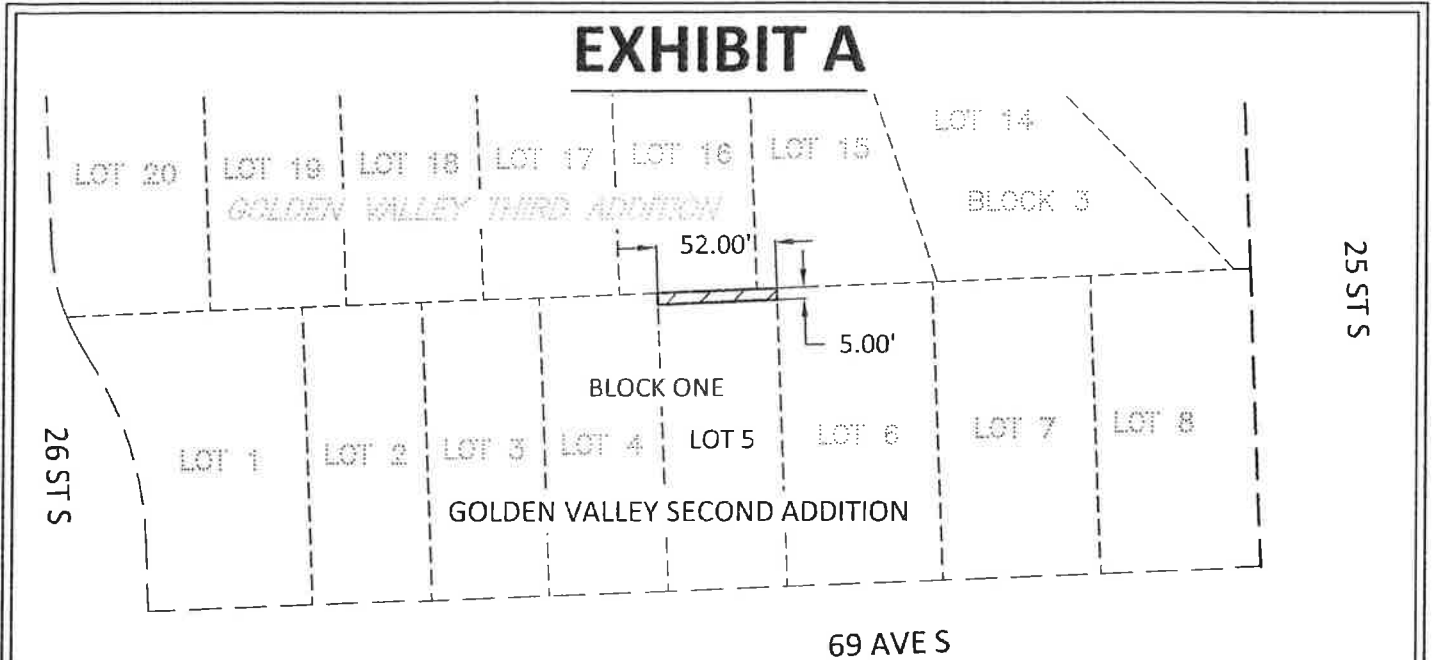
On this ____ day of _____, 2023, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described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

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
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

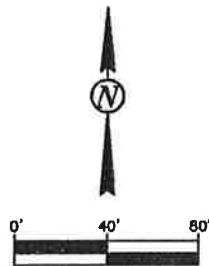


Description:

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



ENGINEERING DEPT.

PERMANENT 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

13

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:

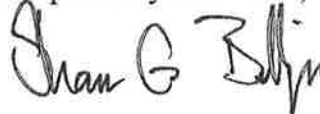
Accompanying for City Commission review and approval are (2) original temporary access easements with JASL, LLC and 303 Broadway, LLC in association with Improvement District #BR-23-C1.

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:

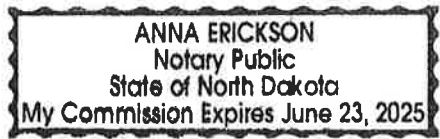
JASL, LLC
a North Dakota limited liability company

By: *Justin Anness*

Its: *President*

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 Anness, 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
Cass County, North Dakota

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

GRANTEE:

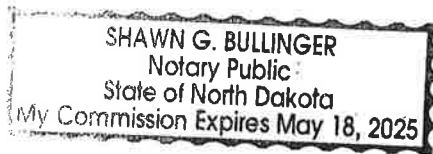
303 Broadway, LLC
a North Dakota limited liability company

By: Joel P. Jacek
Its: President

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

On this 28 day of APRIL, 2023, before me, a notary public in and for said county and state, personally appeared JOEL JACEK, the PRESIDENT 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
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

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

ATTEST

Steven Sprague, City Auditor

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

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

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

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 24th day of April, 2023.

GRANTOR:

303 Broadway, LLC
a North Dakota limited liability company

By: [Signature]

Its: PRESIDENT

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

On this 24th day of April, 2023, before me, a notary public in and for said county and state, personally appeared _____, the _____ 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.

[Signature]
Notary Public
Cass County, North Dakota

(SEAL)



IN WITNESS WHEREOF, Grantee set its hand and caused this instrument to be executed this 27th day of April, 2023.

GRANTEE:

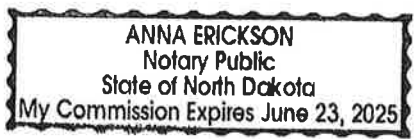
JASL, LLC
a North Dakota limited liability company

By: *Justin Axness*

Its: President

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

On this 27th day of April, 2023, before me, a notary public in and for said county and state, personally appeared Justin Axness, 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
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

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

ATTEST

Steven Sprague, City Auditor

STATE OF NORTH DAKOTA)
COUNTY OF CASS) ss.

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

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

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

14

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

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

Asphalt Mill & Overlay

Improvement
District No.

PR-23-G

Call For Bids	<u>May 15</u>	, <u>2023</u>
Advertise Dates	<u>May 24 & 31</u>	, <u>2023</u>
Bid Opening Date	<u>June 21</u>	, <u>2023</u>
Substantial Completion Date	<u>September 30</u>	, <u>2023</u>
Final Completion Date	<u>October 30</u>	, <u>2023</u>

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

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

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

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-23-G1

Type: 2023 CIP Revision

Location: Various locations

Date of Hearing: 5/8/2023

<u>Routing</u>	<u>Date</u>
City Commission	5/15/2023
PWPEC File	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

	Yes	No
Developer meets City policy for payment of delinquent specials	<input type="checkbox"/>	<input type="checkbox"/>
Agreement for payment of specials required of developer	<input type="checkbox"/>	<input type="checkbox"/>
Letter of Credit required (per policy approved 5-28-13)	<input type="checkbox"/>	<input type="checkbox"/>

COMMITTEE

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

ATTEST:


 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:

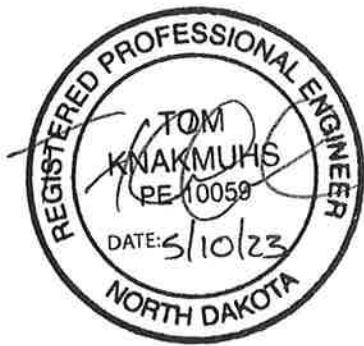
Paving		
Construction Cost		\$1,487,572.25
Fees		
Admin	4%	\$59,502.89
Contingency	5%	\$74,378.61
Engineering	10%	\$148,757.23
Interest	4%	\$59,502.89
Legal	3%	\$44,627.17
Total Estimated Cost		\$1,874,341.04
Funding		
Special Assessments	50.00%	\$937,170.52
Sales Tax Funds - Infrastructure - 420	50.00%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

Project Funding Summary

Special Assessments	50.00%	\$937,170.52
Sales Tax Funds - Infrastructure - 420	50.00%	\$937,170.52
Total 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.



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

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 ½ 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.
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.

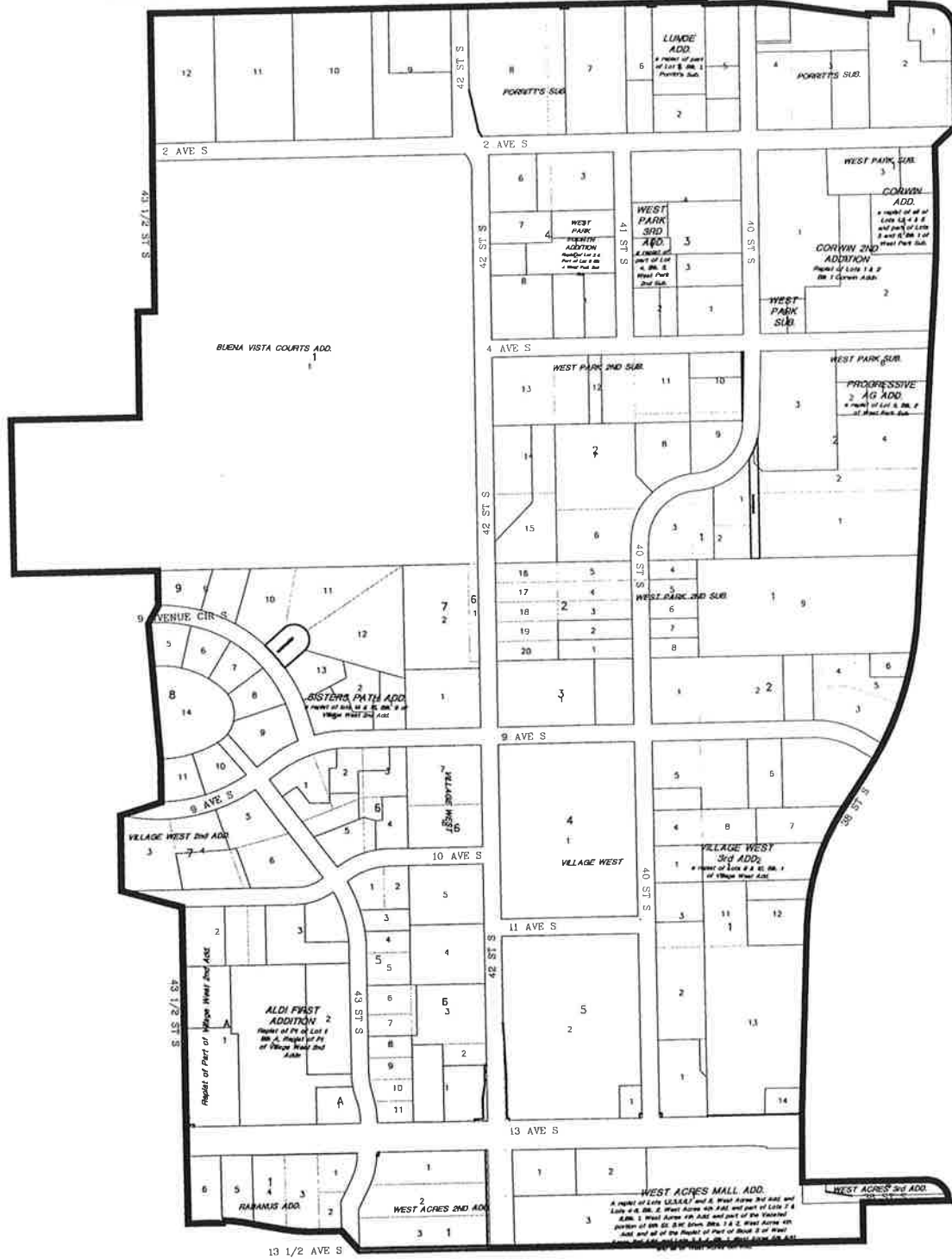
Lot 1, Block 3.

All in S & W 3rd Addition.

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

MAIN AVE (US HWY 10)

MAIN AVE (US HWY 10)



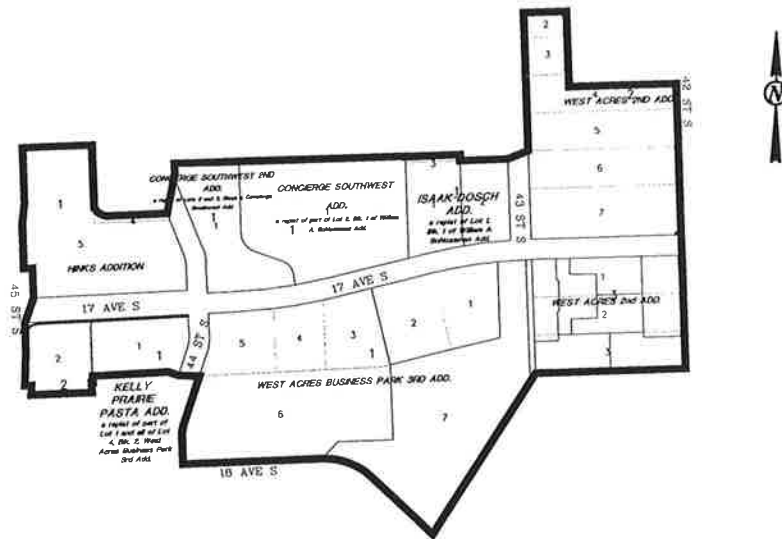
SECTION 1

CITY OF FARGO ENGINEERING DEPARTMENT

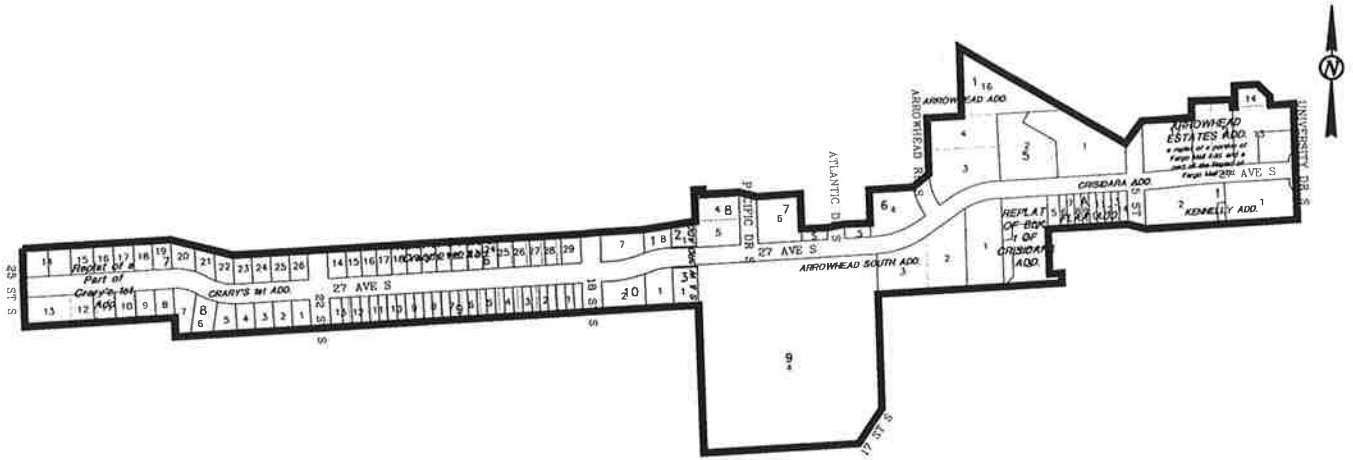
LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-23-G



SECTION 2



SECTION 3

CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-23-G

15

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

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

Utility Rehab/Reconstruction

Improvement
District No.

UR-23-A

Call For Bids	<u>May 15</u>	<u>2023</u>
Advertise Dates	<u>May 24 & 31</u>	<u>2023</u>
Bid Opening Date	<u>June 21</u>	<u>2023</u>
Substantial Completion Date	<u>October 13</u>	<u>2023</u>
Final Completion Date	<u>October 27</u>	<u>2023</u>

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

Project Engineer Roger Kluck

Phone No. (701) 241-1545

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

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



**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:

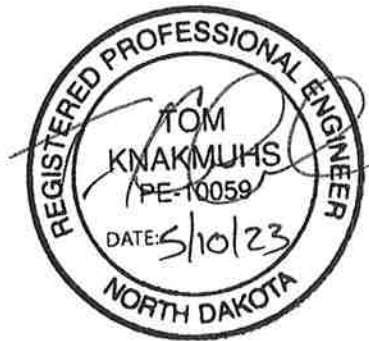
Storm Sewer Repair		
Construction Cost		\$562,600.00
Fees		
Admin	4%	\$22,504.00
Contingency	5%	\$28,130.00
Engineering	10%	\$56,260.00
Interest	4%	\$22,504.00
Legal	3%	\$16,878.00
Total Estimated Cost		\$708,876.00
Funding		
Special Assessments	50.00%	\$354,438.00
Utility Funds - Stormwater - 524	50.00%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

Project Funding Summary

Special Assessments	50.00%	\$354,438.00
Utility Funds - Stormwater - 524	50.00%	\$354,438.00
Total Estimated Project Cost		\$708,876.00

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
Assistant City Engineer



**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.

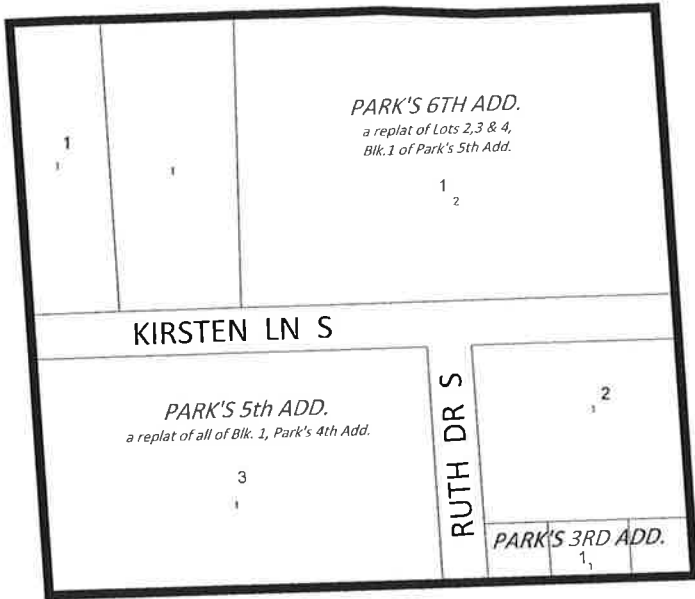
Lots 1 and 26, Block 10.

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



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

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 (\$)
Storm 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
Storm Sewer Total					178,030.00
Paving					
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	Stomwater 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
Signing					
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
Signing Total					4,415.00
Pavement 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
Pavement Marking Total					101,890.00
Traffic 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
81	F&I Signal Cable Loop Lead-in	LF	2,186.00	3.00	6,558.00
82	F&I Signal Cable #6 RHW	LF	474.00	4.00	1,896.00
83	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					176,803.00
Miscellaneous					
89	F&I Railing	LF	333.00	275.00	91,575.00
90	Remove Railing	LF	333.00	20.00	6,660.00
Miscellaneous Total					98,235.00
Total Construction in \$					2,506,678.00

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

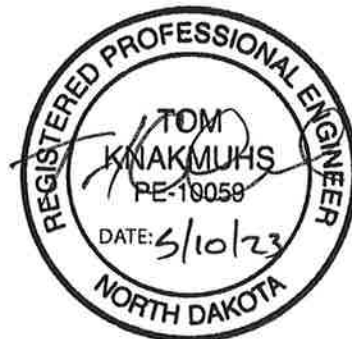
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/10/2023



Thomas Knakmuhs

Assistant City Engineer





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

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 (\$)
Section 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
Section 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
Section 2 Total					532,991.75
Section 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
Section 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
Section 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
Section 6					
68	Repair Inlet	EA	3.00	500.00	1,500.00
69	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
80	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	
Section 6 Total					490,918.00	
Total Construction 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 Estimated Costs					2,037,387.32	
Special Assessments						2,037,387.32
Unfunded Costs					0.00	

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

Date: 05/10/2023



Thomas Knakmuhs

Assistant City Engineer





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

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 (\$)
Paving					
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
Storm 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 (\$)
Storm Sewer Total					25,200.00
Miscellaneous					
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
Miscellaneous Total					19,785.00
Pavement Marking					
31	Pavement Markings	LS	1.00	8,600.00	8,600.00
Pavement Marking Total					8,600.00
Total Construction 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 Estimated Costs		224,053.84
Special Assessments		161,229.60
Sales Tax Funds - Infrastructure - 420		62,824.24
Unfunded Costs		0.00

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

Date: 05/10/2023



Thomas Knakmuhs
Assistant City Engineer





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

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

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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

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

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.

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

Tim Mahoney, Finance Committee Chair

CITY OF Fargo Fire Department

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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.

CITY OF Fargo Fire Department

23

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

Change Order

Order#: 1
 Order Date: 05/02/2023

License:

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

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
Over-Excavate Fill Material to Native 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	0.00
The Contract Sum prior to this Change Order	328,379.00
The Contract Sum will be changed by this Change Order	7,871.36
The new Contract Sum including this Change Order will be	336,250.36
The Contract Time will be changed by	0 Days

Approved _____ Date 5-2-23
 Contractor [Signature]

Owner [Signature] Date 5/3/2023



Change Order Request

4/26/2023

Project: Fargo Fire Station #2 Addition

Pricing Request Delete Draintile

Contract Date: _____

Contractor: Meridian Commercial Construction, Inc.

Project # _____

Contractor and Owner agree to make these changes in the contract:

Delete drain tile at addition	(\$821.00)

Additional charge for above described work is: (\$821.00)

with payments made as follows: As Per Contract

Additional work to be performed under same conditions as specified in original contract unless otherwise stipulated. We propose hereby to furnish material and labor—complete in accordance with these specifications at above stated price. Respectfully submitted

Signature:
Jesse Jacobson - Dirt Dynamics, LLC

Effective date and signatures

We, the undersigned, have read and understand and agree to each of the provisions of this change order and hereby acknowledge receipt of a copy of this change order.

Owner _____ Date _____ Contractor _____ Date _____

Architect _____ Date _____

CITY OF Fargo Fire Department

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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.	\$3,504,720
Mechanical Contractor – Manning Mechanical, Inc.	\$1,247,500
Electrical Contractor – Grotberg Electric, Inc.	<u>\$ 591,000</u>
Total Bid Amount -	\$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.

 **AIA**® Document A101® – 2017

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.

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.
- 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 () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
General Construction	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Three Million Five Hundred Four Thousand Seven Hundred Twenty Dollars and Zero Cents \$3,504,720.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add Alternate 4, Water Quality Structure	\$33,720.00
Deduct Alternate 5, Low Flow Orifice in Control Structure	No Change

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
N/A	

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

N/A

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

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;
- .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%

§ 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.)

§ 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.)

§ 6.2 Binding Dispute Resolution

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
- 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)

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–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 A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–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

A001	General Architectural Information
A002	Architectural Site Plan, Details
A021	Wall, Floor and Roof Types
A201	First Floor and Mezzanine Plan
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User Notes:

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(Row deleted)

.7 Addenda, if any:

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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 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 E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
N/A		

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.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™–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

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.)

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

OWNER *(Signature)*

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

(Printed name and title)

CONTRACTOR *(Signature)*

Josh Lessman Project Manager

(Printed name and title)

AIA® Document A101® – 2017 Exhibit A

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

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 A201™–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
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§ 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
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§ 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 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.

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, 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;

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- .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.

§ 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 A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, 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:

 **AIA**® Document A101® – 2017

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.

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.
- 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 () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Electrical Construction	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Five Hundred Ninety-one Thousand Dollars and Zero Cents (\$591,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add Alternate 4, Water Quality Structure	No Bid
Deduct Alternate 5, Low Flow Orifice in Control Structure	No Bid

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
N/A	

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

N/A

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

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;
- .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%

§ 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.)

§ 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.)

§ 6.2 Binding Dispute Resolution

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
- 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)

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-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 A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-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

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
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 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 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 FACILITIES AND CONTROLS
- 01 6000 PRODUCT REQUIREMENTS
- 01 7300 EXECUTION
- 01 7700 CLOSEOUT PROCEDURES
- 01 7823 OPERATION AND MAINTENANCE 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 FINISHING
- 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
07 9200	JOINT SEALANTS

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

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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

Init.

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User Notes:

(894200626)

- 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 FLAGPOLES

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 23 – 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 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

- 26 0544 SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING
- 26 0553 IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 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
- 26 2416 PANELBOARDS
- 26 2726 WIRING DEVICES
- 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
- 26 5619 LED EXTERIOR LIGHTING

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

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 E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
N/A		

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .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™-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 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.)

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

OWNER *(Signature)*

Dr. Timothy J. Mahoney, M.D. Mayor
(Printed name and title)

CONTRACTOR *(Signature)*

Stephanie Ness Secretary/Treasurer
(Printed name and title)

AIA® Document A101® – 2017 Exhibit A

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 A201™–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.

Init.

§ 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 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.

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, 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;

Init.

- .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.

§ 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 A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, 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:

AIA® Document A101® – 2017

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

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.

The Owner and Contractor agree as follows.

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.
- 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.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Mechanical Construction	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be One Million Two Hundred Seventy-four Thousand Five Hundred Dollars and Zero Cents (\$1,274,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add Alternate 4, Water Quality Structure	No Bid
Deduct Alternate 5, Low Flow Orifice in Control Structure	No Bid

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
N/A	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

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;
- .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%

§ 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.)

Init.

§ 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.)

§ 6.2 Binding Dispute Resolution

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
- 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.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–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 A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–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

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
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 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	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 FACILITIES AND CONTROLS
01 6000	PRODUCT REQUIREMENTS
01 7300	EXECUTION
01 7700	CLOSEOUT PROCEDURES
01 7823	OPERATION AND MAINTENANCE 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 FINISHING
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

METAL PAN STAIRS
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
07 9200 JOINT SEALANTS

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 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 FLAGPOLES

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 23 – 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 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 0544 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
- 26 0544 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
- 26 0544 SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING
- 26 0553 IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 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
- 26 2416 PANELBOARDS
- 26 2726 WIRING DEVICES
- 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
- 26 5619 LED EXTERIOR LIGHTING

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

(Row deleted)

.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 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 E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
N/A		

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.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™-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 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.)

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

OWNER *(Signature)*

Dr. Timothy J. Mahoney, M.D. Mayor
(Printed name and title)

CONTRACTOR *(Signature)*

Zach Osbjornson Project Manager
(Printed name and title)

AIA[®] Document A101[®] – 2017 Exhibit A

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
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§ 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
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§ 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.

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§ 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 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.

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, 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;

Init.

- .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.
- § 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 A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, 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:

25

City of Fargo Staff Report			
Title:	The District of Fargo Fifth Addition	Date:	12/1/2022
		Update:	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-O, 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 53rd 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..

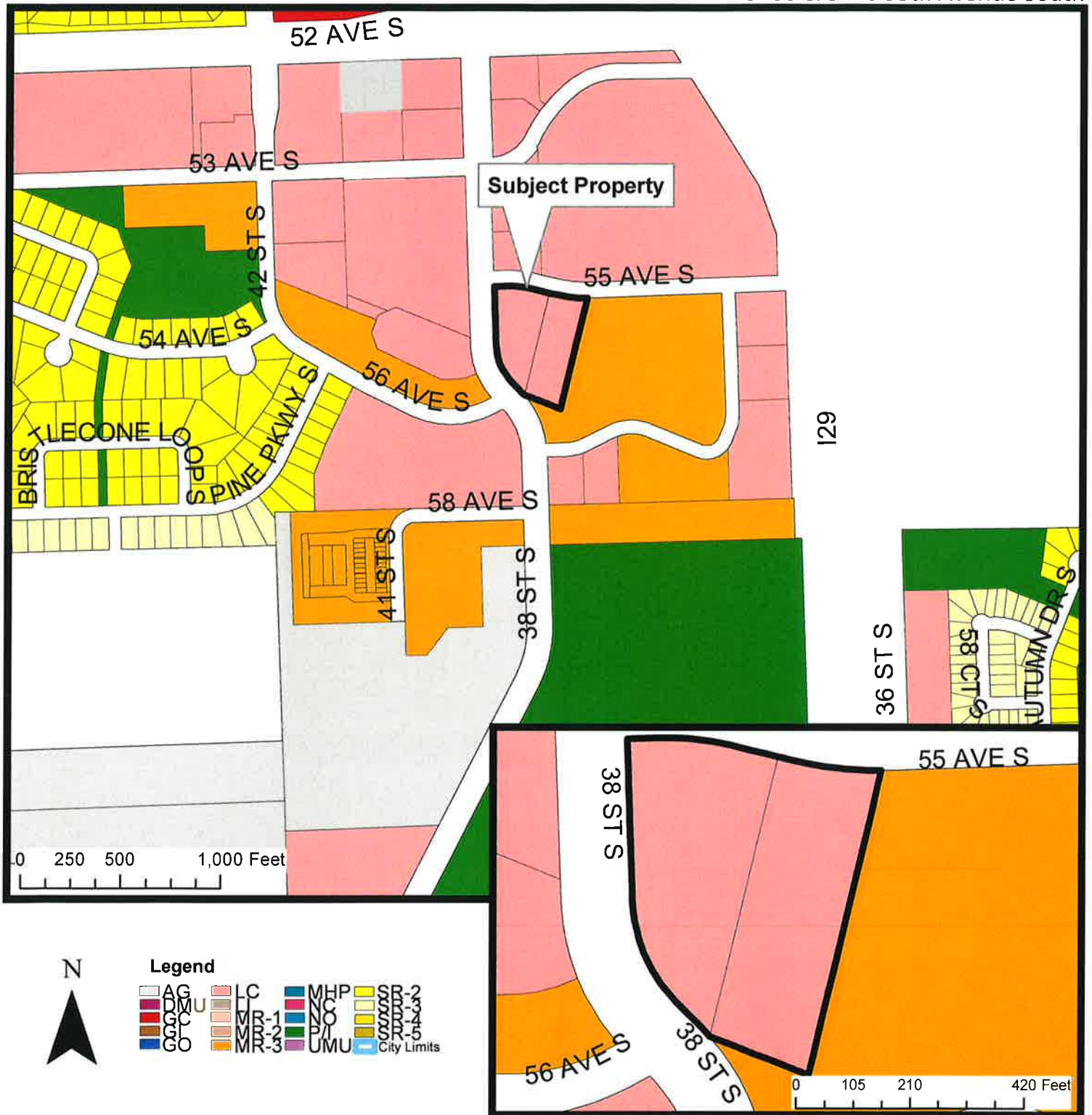
Bus Route: The subject property is within a quarter mile of route 18, which runs along 53th Ave S, 38th St S, 52nd Ave S, and 42nd St S. This route has a bus stop located at the Walmart at 3757 55 Ave S which is within a quarter mile of the subject property.

<p>Staff Analysis:</p> <p>Minor Subdivision</p> <p>The LDC stipulates that the following criteria are met before a minor plat can be approved:</p> <ol style="list-style-type: none"> <p>Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</p> <p>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.</p> <p>(Criteria Satisfied)</p> <p>Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals.</p> <p>(Criteria Satisfied)</p>
<p>Staff Recommendation:</p> <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed 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."</p>
<p>Planning Commission Recommendation: December 6, 2022</p> <p>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."</p>
<p>Attachments:</p> <ol style="list-style-type: none"> Zoning Map Location Map Preliminary Plat

Minor Subdivision

The District of Fargo Fifth Addition

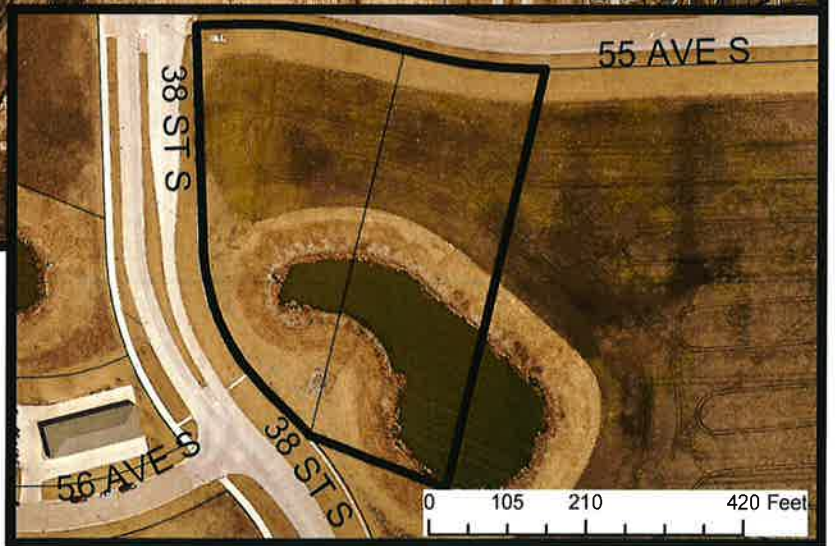
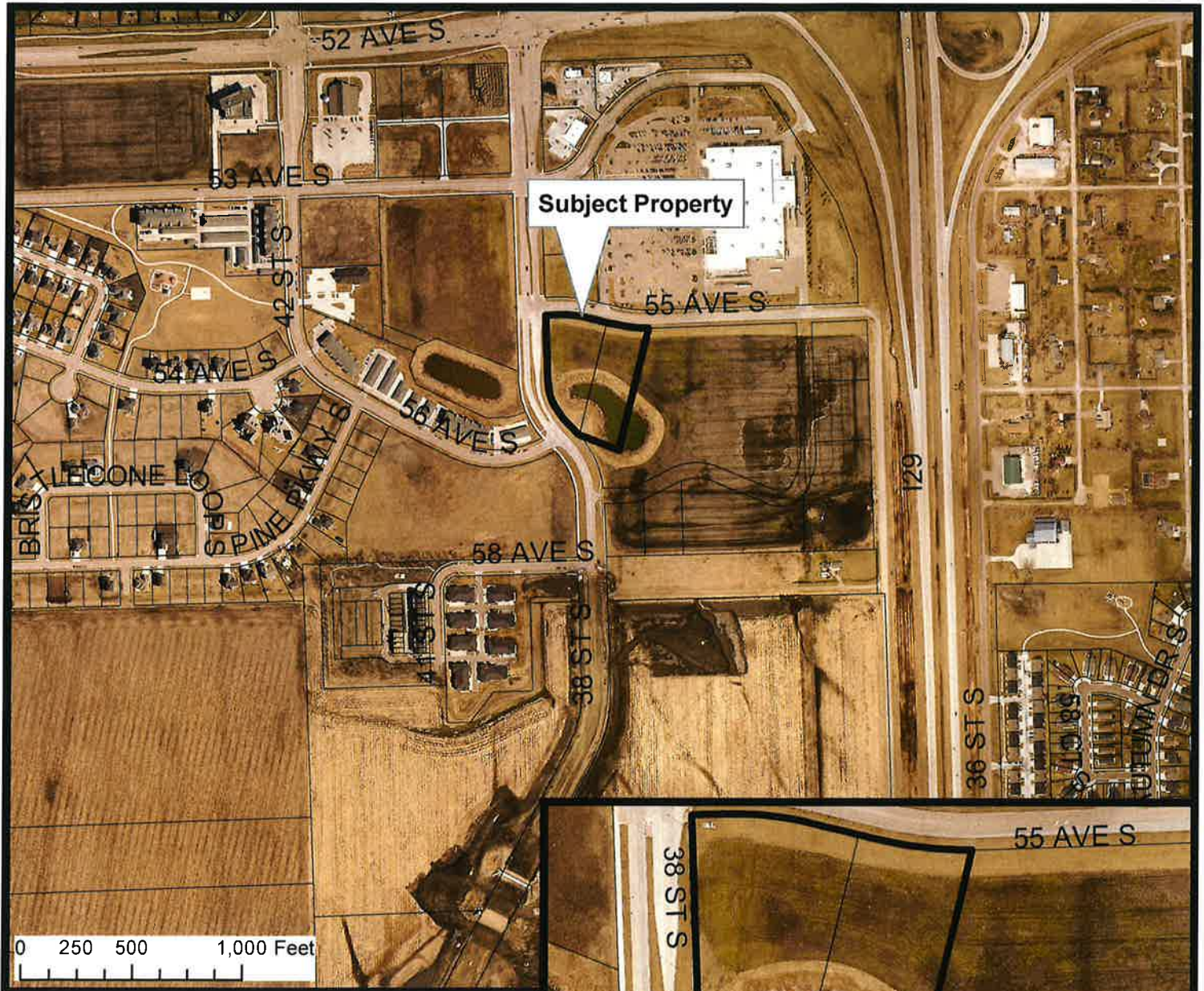
3788 & 3770 55th Avenue South



Minor Subdivision

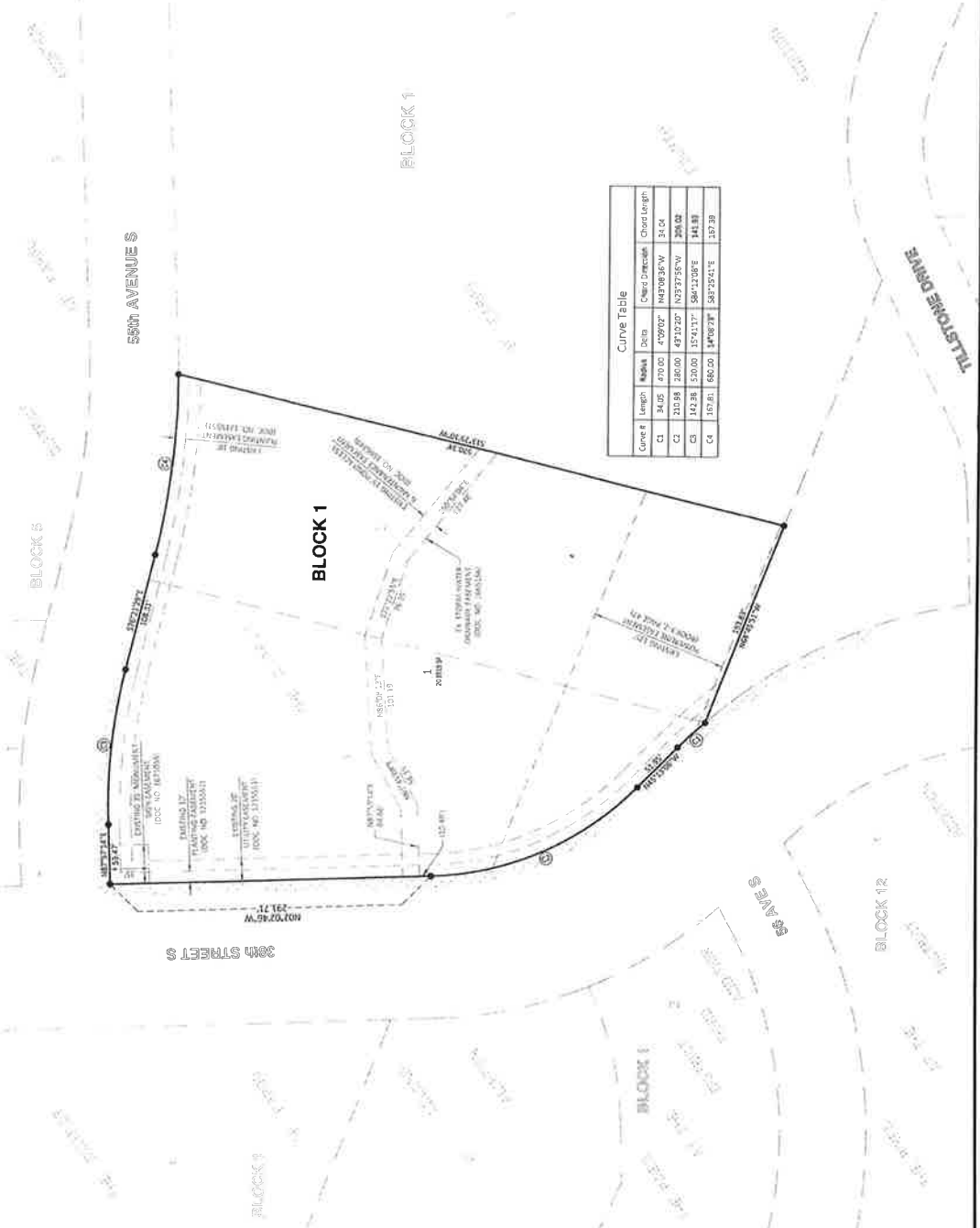
The District of Fargo Fifth Addition

3788 & 3770 55th Avenue South



THE DISTRICT OF FARGO FIFTH ADDITION

A MINOR SUBDIVISION
BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1, THE DISTRICT OF FARGO FOURTH ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND

- NON-ADJACENT FOUND
- MEASURED BEARING
- MEASURED DISTANCE
- PLAT BOUNDARY
- LOT LINE
- UTILITY EASEMENT
- EXISTING UTILITY EASEMENT
- EXISTING NEGATIVE ACCESS EASEMENT (DOC. NO. 3225552)

BEARINGS SHOWN ARE BASED ON THE CITY OF FARGO GRID AND COORDINATE SYSTEM, DECEMBER, 1956.

NOTE

1. NEGATIVE ACCESS EASEMENT, AS NOTED ON THIS PLAT, IS A LEGAL INTEREST IN REAL PROPERTY, THE DEDICATION OF WHICH CONSTITUTES A DIRECT VEHICULAR ACCESS EASEMENT TO EACH STREET FROM ANY LOT OR ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY WIDTH OR CHARACTER, BUT IS THE BOUNDARY OF THE ADJACENT LOT OR LOTS.
2. PROPERTY IS SITUATED IN ZONE 1 (R-1) AS OF 1/1/2018. CHANGE FLOOD: AREA OF 1/1 ANNUAL CHANCE FLOOD WITH A FLOOD DEPTH OF LESS THAN 1 FOOT OR WITH A FLOOD DEPTH OF 1 FOOT OR MORE, BUT NOT PROTECTED BY LEVES FROM 1/1 ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATION = 320.7 (MAD 1988) AND 320.2 (MAD 2018).
3. BASE FLOOD ELEVATION = 320.7 (MAD 1988)



UTILITY EASEMENTS ARE SHOWN THUS

Curve Table

Curve #	Length	Radius	Delta	Chord Distance	Chord Length
C1	34.05	270.00	4.79907°	142.708367W	34.04
C2	210.56	180.00	47.31207°	152.373574W	210.00
C3	142.36	210.00	15.91317°	58.212087E	141.89
C4	167.81	660.00	14.908278°	58.212087E	167.39



HOUSTON ENGINEERING, INC.
Sheet 1 of 2
Project No. 7489-0109

THE DISTRICT OF FARGO FIFTH ADDITION A MINOR SUBDIVISION BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1, THE DISTRICT OF FARGO FOURTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE:
NOW ALL PERSONS BY THESE PRESENTS: That RRCOM, LLC, a North Dakota limited liability company, is the owner and proprietor of the following described tract of land:
Lots 1 and 2, Block 1, The District of Fargo Fourth Addition to the City of Fargo, Cass County, North Dakota.
Said tract contains 4.68 acres, more or less.
And that said party has caused this same to be surveyed and replatted as: The DISTRICT OF FARGO FIFTH ADDITION to the City of Fargo, Cass County, North Dakota.

OWNER:
RRCOM, LLC
Nathan Staff, Member of RRCOM, LLC

State of North Dakota) ss
County of Cass)

On this 17th day of February, 2023, before me personally appeared Nathan Staff, Member of RRCOM, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability company.



Notary Public: Megan Doyle

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, James A. Schlieman, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that I have read and have a true and correct representation of the survey of said subdivision, that the measurements for the corners of future surveys have been located or placed in the ground as shown.

Dated this 31st day of February, 2023.



James A. Schlieman, Professional Land Surveyor No. 6096

State of North Dakota)
County of Cass)

On this 31st day of February, 2023, before me personally appeared James A. Schlieman, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.



Notary Public: Megan Doyle

CITY ENGINEER'S APPROVAL:
Approved by the Fargo City Engineer this _____ day of _____, 20____.

Brenda E. Dierig, PE, City Engineer

State of North Dakota)
County of Cass)

On this _____ day of _____, 20____, before me personally appeared Brenda E. Dierig, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same as her free act and deed.

Notary Public: _____

FARGO PLANNING COMMISSION APPROVAL:

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

Rocky Schneider, Chair
Fargo Planning Commission

State of North Dakota)
County of Cass)

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

Notary Public: Megan Doyle



FARGO CITY COMMISSIONER APPROVAL:
Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor

Alicia _____
Steven Stragus, City Auditor

State of North Dakota)
County of Cass)

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

Notary Public: _____



Sheet 2 of 2
Project No. 7489-0109



26

FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

RECEIVED
FARGO POLICE DEPARTMENT

MAY 03 2023

WILLIAM S AHLFELDT
CAPTAIN
REF: A.C. STEFANOWICZ
- Information

RECEIVED
FARGO POLICE DEPARTMENT
MAY 05 2023
DAVID J ZIBOLSKI
CHIEF OF POLICE
REF: FILE *DJ*

CC: P SWIFT FOR
5/15 COMMISSION
CONSENT AGENDA

To: Chief David Zibolski

From: Lt Jared Crane *JC*

Date: 05.03.2023

RE: Bias Motivation and Hate Crime Report – April 2023

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 03 2023
TRAVIS STEFANOWICZ
ASSISTANT CHIEF OF POLICE
Chief Zibolski



**PUBLIC
WORKS**

27

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

May 11, 2023

The Honorable Board of City Commissioners
225 4th Street N.
Fargo, ND 58102

Re: 2023 FARGO/CASS COUNTY MOSQUITO CONTROL AGREEMENT

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.
6. 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

28

To: Utility Committee
From: Scott Olson, Solid Waste Utility Director SO
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		Amount
1	Basic Services	
a.	Preliminary and Final Design Phase	\$ 0.00
b.	Bidding and Negotiating Phase	\$ 0.00
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
TOTAL 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 Flechtner 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.

A handwritten signature in black ink that reads "Randy L. Hanson".

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 2 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. SW22-01

1. Background Data:

- a. 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.

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:

ENGINEER:

By:



By:



Title:

Solid Waste Utility Director

Title:

Principal

Date

Date

April 27, 2023

Signed:

Signed:

Table 1
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

Phase Task	Senior OC/QA	Project Manager	Project Engineer	Jr. Engineer	Field Technician	CADD	Clerical	Labor Total	Expenses	Technology Fee 5%	Total
1 Design, Specifications, Bidding Assistance											
Preliminary and Final Design	0	0	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		\$0	\$0
Construction Drawings	0	0	0	0	0	0	0	\$0		\$0	\$0
Subtotal											\$0
2 Bidding Assistance	0	0	0	0	0	0	0	\$0		\$0	\$0
3 Construction - Project Management	15	80	20	25			15	\$26,800	\$2,500	\$1,340	\$29,640
4 Resident Project Representative					180	8	18	\$16,160	\$1,500	\$810	\$18,470
5 Documentation Report	0	0	0	0	0	0	0	\$0		\$0	\$0
6 Clean Water State Revolving Fund Assistance	0	0	0	0	0	0	0	\$0		\$0	\$0
Totals:	15	80	20	25	180	8	33	\$42,960	\$3,000	\$2,150	\$48,110
TOTAL:											\$48,110

Note:
 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
 Onsite RFP services estimated to average 20 hours over the 9 week period
 Rounding used on labor & technology fees

FARGO CELL 20 PROJECT SCHEDULE -
 Project Management and Coordination

TASK DESCRIPTION	DAYS	START	FINISH	CONTRACTOR	2012				
					April	May	June	July	Aug.
SPRING 23 PUMPING MISC. RISER VAULT FINISH	0	17-Apr	16-Jun	BURSKI					
ITEM #16 12" GRANULAR DRAINAGE	15	24-Apr	12-May	Burski					
ITEM #5 EXCAVATION FINISH	15	29-May	16-Jun	Burski					
ITEM #7 RELOCATION OF WASTE	10	15-May	26-May	Burski					
ITEM #10 CONTROLLED FILL	10	15-May	26-May	Burski					
ITEMS #22,23,24,25,26,27,29,30,#31 PIPING AND ACCESS	10	29-May	16-Jun	Burski					

29

May 15, 2023

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

Dear Commissioners:

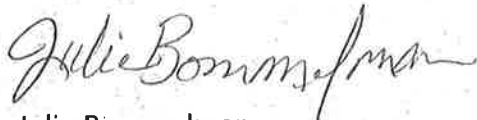
The State of North Dakota Department of Transportation (NDDOT) has granted an extension of time for contracts 38190973D, 38190959C, 38221258A and 38201125C. These extensions only impact performance time with no impact to funding. The ability to purchase buses has been challenging for the last 18-24 months, 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

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 showing authority to sign.)

SIGNATURE

TITLE

DATE

WITNESS:

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

Paul Benning
SIGNATURE

A411F817506247A...

5/2/2023

DATE

DS

SK

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



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 must be submitted at least 90-days prior to the current end date. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed.**

Submittal Date 4/21/2023	
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	
<p>1. Reason for Delay (Provide a detailed description.) City of Fargo ordered three replacement vehicles in 2020. Before delivery of the vehicles, one of them started on fire in the dealer lot. A replacement vehicle was ordered under the insurance policy of the dealer. Since the bus manufacturer was shut down because of covid, we were unable to get a replacement bus in a timely manner. The bus manufacturing plant opened in late 2022 and has since started building buses.</p>	
<p>2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.) Bus has been ordered and the bus has been built. The bus is currently still at the plant, waiting for seats to be installed. The bus is expected to be delivered to our agency in June of 2023. The remaining federal funds account for 30% of the overall budget.</p>	
<p>3. Plan for Completion (List the steps to be taken if approval is granted that will ensure completion by the new end date.) The bus will be delivered in June of 2023. After the purchase and documentation are complete, we will submit for reimbursement.</p>	
<p>4. Indicate the number of Period of Performance/Contract extensions previously granted for this project:</p> <p><input type="checkbox"/> 0 <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 or more, provide explanation: <u>Bus manufacturer was not building buses due to covid.</u></p>	

Authorized Official or Agency Designee	Completion Date
----------------------------------------	-----------------

I certify the project scope of work will be completed on or before the newly requested end date and claim requests will be submitted for reimbursement of eligible expenses in accordance with the allowable time-frame of the newly approved Period of Performance/Contract end date. All provisions of the Contract Agreement remain in effect and the sub-recipient will continue to adhere to the contractual terms and conditions to execute the project in the manner identified in the Contract Agreement. I further certify neither the project scope of work nor the approved budget, are under consideration to be changed in this request. Only the project's end date is requested to change.

Signature of Authorized Official or Agency Designee <i>Julia Bonmufman</i>	Date 4.24.23
-------------------------------------------------------------------------------	-----------------

This Section is for NDDOT/Local Government Division Staff use only

Recommendation:

Approved Not Approved

Signature <i>[Signature]</i>	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: 03CCFC65CD6B4AF8B1397410B3F83E72
Subject: Contract #38190973D: Please DocuSign: Contract Amendment
Contract Number: 38190973D
PCN:
Source Envelope:
Document Pages: 5
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId 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 9:55:22 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Connie Nelson
conelson@nd.gov
Pool: StateLocal
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

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Timestamp

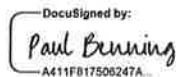
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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/2/2023 2:43:39 PM
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Paul Benning
pbenning@nd.gov
Local Government Director
Security Level: Email, Account Authentication (None), Authentication



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

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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
lmartin@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Connie Nelson
conelson@nd.gov
Transit Agency
Carahsoft OBO North Dakota Department of Transportation CLOUD
Security Level: Email, Account Authentication (None)



Sent: 5/2/2023 9:55:30 AM
Viewed: 5/2/2023 9:56:06 AM
Completed: 5/2/2023 10:01:09 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Using IP Address: 165.234.252.245

Agent Delivery Events

Status

Timestamp

Julie Bommelman
jbommelman@cityoffargo.com
Security Level: Email, Account Authentication (None)

Sent: 5/2/2023 3:05:10 PM
Viewed: 5/4/2023 7:52:04 AM

Electronic Record and Signature Disclosure:

Agent Delivery Events

Not Offered via DocuSign

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Becky Hanson
bhanson@nd.gov
Carahsoft OBO North Dakota Department of
Transportation CLOUD

Status



Timestamp

Sent: 5/2/2023 10:01:10 AM
Viewed: 5/2/2023 10:03:05 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Using IP Address: 165.234.252.245

Connie Nelson
conelson@nd.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events

Status

Timestamp

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

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
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5/2/2023 9:55:30 AM
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5/2/2023 10:01:10 AM

Payment Events

Status

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 copy of Power of Attorney or other documentation showing authority to sign.)

SIGNATURE

TITLE

DATE

WITNESS:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

Paul Benning

SIGNATURE

A411FB17506247A...

5/2/2023

DATE

DS
SH

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



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 must be submitted at least 90-days prior to the current end date. 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	
<p>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 Majeure 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.</p>	
<p>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.</p>	
<p>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.</p>	
<p>4. Indicate the number of Period of Performance/Contract extensions previously granted for this project:</p> <p><input type="checkbox"/> 0 <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 or more, provide explanation: <u>Covid shutdown and contract negotiations</u></p>	

Authorized Official or Agency Designee	Completion Date
<p>I certify the project scope of work will be completed on or before the newly requested end date and claim requests will be submitted for reimbursement of eligible expenses in accordance with the <u>allowable time-frame</u> of the newly approved Period of Performance/Contract end date. All provisions of the Contract Agreement remain in effect and the sub-recipient will continue to adhere to the contractual terms and conditions to execute the project in the manner identified in the Contract Agreement. I further certify neither the project scope of work nor the approved budget, are under consideration to be changed in this request. Only the project's end date is requested to change.</p>	
Signature of Authorized Official or Agency Designee <i>Julia Bommelman</i>	Date 4.24.23

<i>This Section is for NDDOT/Local Government Division Staff use only</i>	
Recommendation:	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Signature <i>[Signature]</i>	Date 4/24/2023
Comments: Approved to extend for time due to ordering & delivery delays.	
<hr/> <hr/>	

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
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId 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

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Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Connie Nelson
conelson@nd.gov
Pool: StateLocal
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

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Timestamp

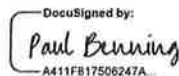
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Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Paul Benning
pbenning@nd.gov
Local Government Director
Security Level: Email, Account Authentication (None), Authentication



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

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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

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
lmartin@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Connie Nelson
conelson@nd.gov
Transit Agency
Carahsoft OBO North Dakota Department of Transportation CLOUD



Sent: 5/2/2023 10:05:46 AM
Viewed: 5/2/2023 10:06:15 AM
Completed: 5/2/2023 10:11:32 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Using IP Address: 165.234.252.245

Agent Delivery Events

Status

Timestamp

Julie Bommelman
jbommelman@cityoffargo.com
Security Level: Email, Account Authentication (None)

Sent: 5/2/2023 3:04:24 PM
Viewed: 5/4/2023 7:53:36 AM

Electronic Record and Signature Disclosure:

Agent Delivery Events

Not Offered via DocuSign

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

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

Status



Using IP Address: 165.234.252.245

Timestamp

Sent: 5/2/2023 10:11:33 AM
Viewed: 5/2/2023 10:12:04 AM

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

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	5/2/2023 10:05:46 AM
Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
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Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
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Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
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Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
Envelope Updated	Security Checked	5/2/2023 10:11:32 AM
Envelope Updated	Security Checked	5/2/2023 10:11:32 AM

Payment Events

Status

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 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 by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

SIGNATURE

TITLE

DATE

WITNESS:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

Paul Benning
SIGNATURE
A411F817506247A...

DS
SH

5/2/2023

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



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 must be submitted at least 90-days prior to the current end date. 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	
<p>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 Majeure 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.</p>	
<p>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.</p>	
<p>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.</p>	
<p>4. Indicate the number of Period of Performance/Contract extensions previously granted for this project:</p> <p><input type="checkbox"/> 0 <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 or more, provide explanation: _____</p>	

Authorized Official or Agency Designee	Completion Date
<p>I certify the project scope of work will be completed on or before the newly requested end date and claim requests will be submitted for reimbursement of eligible expenses in accordance with the <u>allowable time-frame</u> of the newly approved Period of Performance/Contract end date. All provisions of the Contract Agreement remain in effect and the sub-recipient will continue to adhere to the contractual terms and conditions to execute the project in the manner identified in the Contract Agreement. I further certify neither the project scope of work nor the approved budget, are under consideration to be changed in this request. Only the project's end date is requested to change.</p>	
Signature of Authorized Official or Agency Designee <i>Julia Bonnmulman</i>	Date 4.24.23

This Section is for NDDOT/Local Government Division Staff use only

Recommendation:

Approved Not Approved

Signature <i>[Signature]</i>	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: B5DF403713214C79AEDDDC5A20AC852
Subject: Contract #38221258A: Please DocuSign: Contract Amendment
Contract Number: 38221258A

Status: Sent

PCN:

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 1

Connie Nelson

AutoNav: Enabled

608 E Boulevard Ave

Envelope Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

conelson@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

Holder: Connie Nelson

Location: DocuSign

5/2/2023 10:30:04 AM

conelson@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

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

Signature



Signature Adoption: Pre-selected Style

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

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:

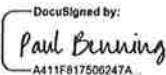
Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Local Government Director

Security Level: Email, Account Authentication (None), Authentication



Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

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

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
lmartin@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Connie Nelson
conelson@nd.gov
Transit Agency
Carahsoft OBO North Dakota Department of Transportation CLOUD



Sent: 5/2/2023 10:30:12 AM
Viewed: 5/2/2023 10:32:36 AM
Completed: 5/2/2023 10:37:20 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Using IP Address: 165.234.252.245

Agent Delivery Events

Status

Timestamp

Julie Bommelman
jbommelman@cityoffargo.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Sent: 5/2/2023 2:36:34 PM
Viewed: 5/4/2023 7:54:29 AM

Agent Delivery Events

Not Offered via DocuSign

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

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

Status



Using IP Address: 165.234.252.245

Timestamp

Sent: 5/2/2023 10:37:22 AM

Viewed: 5/2/2023 10:58:29 AM

Carbon Copy Events

Status

Timestamp

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

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/2/2023 10:30:12 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

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Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 10:37:21 AM

Envelope Updated

Security Checked

5/2/2023 11:44:07 AM

Payment Events

Status

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 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.)

SIGNATURE

TITLE

DATE

WITNESS:

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

Paul Benning
SIGNATURE

A411F817506247A...

5/2/2023

DATE

DS

SK

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST

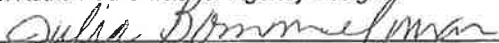
North Dakota Department of Transportation, Local Government
SFN 61785 (2-2022)


Instructions:

Requests for period of performance /contract end date extensions must be submitted at least 90-days prior to the current end date. 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 \$86,748.00	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 Rehab/Renovate - Bus Terminal	
1. Reason for Delay (Provide a detailed description.) Jefferson Lines will be vacating the space they are currently in in February 2024. We cannot proceed with outfitting this area until they have vacated the space.	
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.	
3. Plan for Completion (List the steps to be taken if approval is granted that will ensure completion by the new end date.) We plan to have this space renovated and operational by August of 2024.	
4. Indicate the number of Period of Performance/Contract extensions previously granted for this project: <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 or more, provide explanation: <u>Construction delays on the renovation projects</u>	

Authorized Official or Agency Designee	Completion Date
<p>I certify the project scope of work will be completed on or before the newly requested end date and claim requests will be submitted for reimbursement of eligible expenses in accordance with the allowable time-frame of the newly approved Period of Performance/Contract end date. All provisions of the Contract Agreement remain in effect and the sub-recipient will continue to adhere to the contractual terms and conditions to execute the project in the manner identified in the Contract Agreement. I further certify neither the project scope of work nor the approved budget, are under consideration to be changed in this request. Only the project's end date is requested to change.</p>	
Signature of Authorized Official or Agency Designee 	Date 4.24.23

<i>This Section is for NDDOT/Local Government Division Staff use only</i>	
Recommendation: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Signature 	Date 4/24/2023
Comments: Approved to extend for 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.	

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: 24E6C5FC3CA04E918E020A126C81AA5B
Subject: Contract #38201125C: Please DocuSign: Contract Amendment
Contract Number: 38201125C
PCN:
Source Envelope:
Document Pages: 5
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId 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
Pool: StateLocal
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

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Timestamp

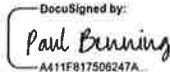
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Viewed: 5/2/2023 10:58:07 AM
Signed: 5/2/2023 10:59:00 AM

Authentication Details

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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



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Sent: 5/2/2023 10:59:02 AM
Viewed: 5/2/2023 11:09:08 AM
Signed: 5/2/2023 11:09:12 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

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
lmartin@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Connie Nelson
conelson@nd.gov
Transit Agency



Sent: 5/2/2023 10:17:05 AM
Viewed: 5/2/2023 10:17:51 AM
Completed: 5/2/2023 10:23:04 AM

Carahsoft OBO North Dakota Department of Transportation CLOUD

Using IP Address: 165.234.252.245

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events

Status

Timestamp

Julie Bommelman
jbommelman@cityoffargo.com

Sent: 5/2/2023 11:09:14 AM
Viewed: 5/4/2023 7:55:18 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Agent Delivery Events

Not Offered via DocuSign

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

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

Status



Using IP Address: 165.234.252.245

Timestamp

Sent: 5/2/2023 10:23:05 AM

Viewed: 5/2/2023 10:26:38 AM

Carbon Copy Events

Status

Timestamp

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

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/2/2023 10:17:05 AM

Envelope Updated

Security Checked

5/2/2023 10:23:04 AM

Envelope Updated

Security Checked

5/2/2023 10:23:04 AM

Envelope Updated

Security Checked

5/2/2023 10:23:04 AM

Envelope Updated

Security Checked

5/2/2023 10:23:04 AM

Envelope Updated

Security Checked

5/2/2023 10:23:04 AM

Envelope Updated

Security Checked

5/2/2023 10:23:04 AM

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5/2/2023 10:23:04 AM

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5/2/2023 10:23:05 AM

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5/2/2023 10:23:05 AM

Envelope Updated

Security Checked

5/2/2023 10:23:05 AM

Envelope Updated

Security Checked

5/2/2023 10:23:05 AM

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5/2/2023 10:23:05 AM

Payment Events

Status

Timestamps



30

May 15, 2023

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

**RE: Sewer Agreement Outside City Limits
Renaë Rohl, 9302 25th St. S, Fargo, ND 58104**

Dear Commissioners:

Attached, please find a request for a sewer contract outside the City limits for Renaë 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 Renaë 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

<u>Routing</u>	<u>Date</u>
City Commission	<u>IBD</u> (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
				<u>X</u>	
				<u>Proxy</u>	
Denise Kolpack, City Commissioner	X	X			
Terri Gayhart, Director of Finance					
Brian Ward, Water Plant Supt.	X	X			
Mark Miller, Water Reclamation Plant Supt.	X	X			
Bruce Grubb, Temp. PT City Administrator	X	X			
Scott Liudahl, City Forester	X	X			
Scott Olson, Solid Waste Utility Director	X	X			
Jim Hausauer, Water Reclamation Utility Dir.	X	X			
Troy Hall, Water Utility Director	X	X			
Ben Dow, Public Works Operations Director	X	X			
Brenda Derrig, City Engineer	X	X			T.Knakmuhs proxy
_____, Solid Waste Utility Engineer					VACANT
Dan Portlock, Water Utility Engineer	X	X			

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

- C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

Memorandum

December 21, 2022

To: Utility Committee

From: Jim Hausauer, Water Reclamation Utility Director *JA*

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.

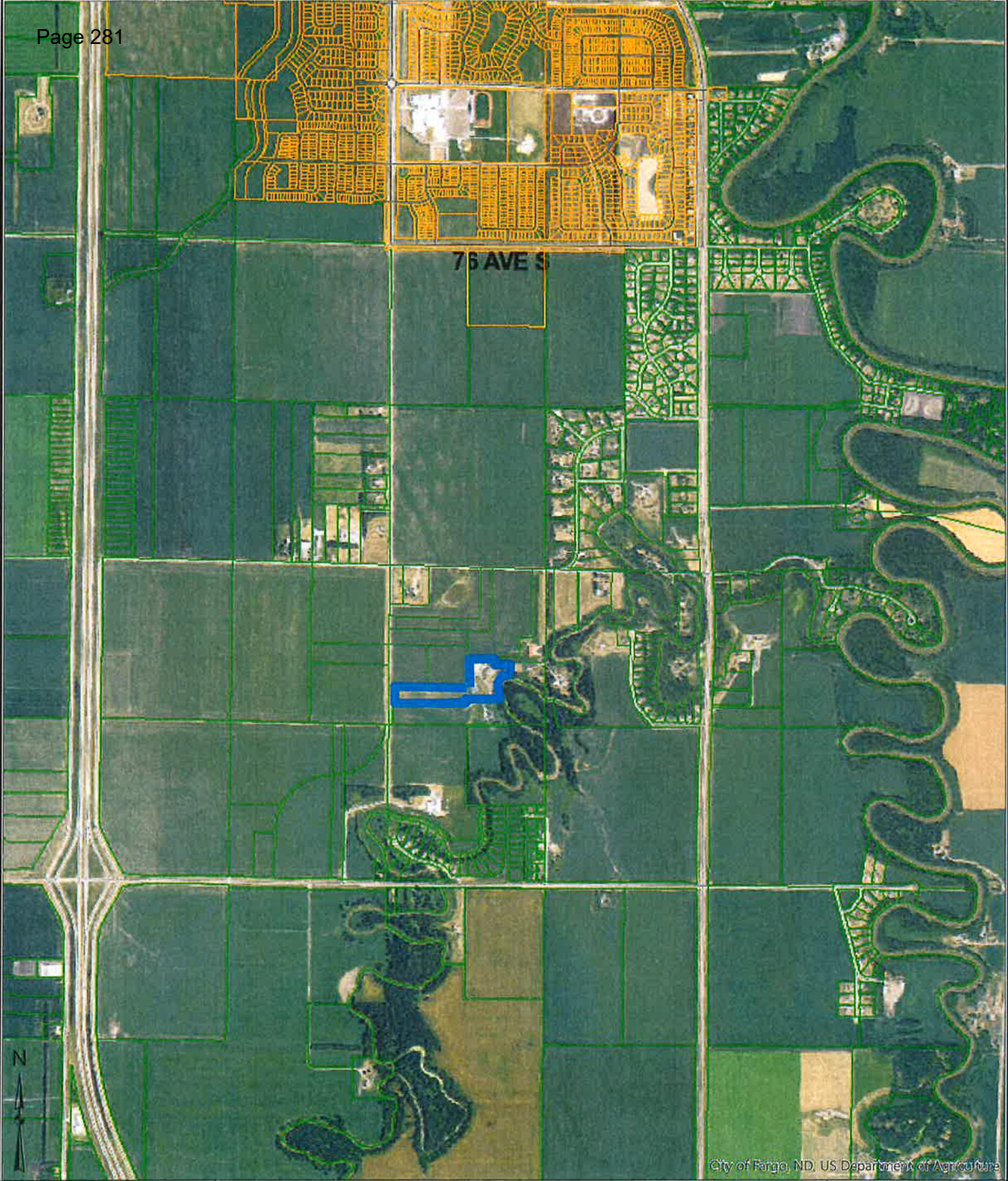
Recently, Renae Rohl (9302 25th St S. Fargo) has shown an interest in connecting to the infrastructure that was a part of a SE Cass WRD Southside project, as her private sewer system is failing. All costs to connect to the system will be the responsibility of Ms. Rohl, and she will have to pay \$5,000 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.



City of Fargo, ND, US Department of Agriculture

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

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.





City of Fargo, ND, US Department of Agriculture



9302 25th ST S

1:4,514 12/9/2022 10:22 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

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.

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)
1) Existing Parcel on Assessment List (Vacant lot assessment paid)	\$ 200
2) Tap Forcemain - with grinder pump - with 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.

**City of Fargo
Sewer System Connection Approval**

Date: 4-20-2023

Property Description: Lot: 2 Block: 1 Addition: _____

City/Subdivision: R.N.R Subdivision Cass County, North Dakota

Property Owner: Rohl Rena
(Last) (First) (M)

Mailing Address: 9302 25th Street South, Fargo, North Dakota Zip: 58104

Telephone: (H) _____ (W) _____ (C) _____

Licensed Plumber/Contractor : _____ (Phone) _____

Comments:

Do not write below this line

Date Received: _____

Approved: _____ Not Approved (Explain): _____

Type of System Required: Gravity Effluent :(Y/N) N Septic Tank Needed :(Y/N) N
Grinder Pump: (Y/N) Y Conventional Gravity: (Y/N) N
Parcel on Assessment List: (Y/N) NO

Easement Required: Yes: _____ (see attached easement) No: _____

Tap in Fee: _____ \$200 _____ \$2,000 _____ \$4,000 X \$5,000
Make check payable to: City of Fargo Capitol Repair Fund

Contract Fee NA \$250

Comments: Pd 4/25/2023 (GA) \$5,000-
Check # 6477

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.

Drain #3 – Encroachment Agreement with new property owner south of Main 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.

Drain #10 – slide repair north of 12th Avenue North

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.

Drain #21C – channel cleanout in Sections 13, 23, 26 and 35 of Warren Township

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.

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 overlaid 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 overlaid 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	-	38 gpm	-
Ballinger Only	38 gpm	-	-	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**).

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.



Gabriel Bladow, PE
Project Manager/Principal
Direct: 701.499.2091
gbladow@houstoneng.com



April 20, 2023

Rena 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 24th day of April, 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.

13. Except when a state of emergency has been declared by the Mayor of the City of 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.

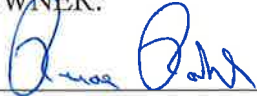
IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed the day and year first hereinabove written.

CITY OF FARGO, CASS COUNTY, NORTH
DAKOTA, a municipal corporation

By _____
Dr. Tim Mahoney, Mayor

ATTEST:

By _____
Steve Sprague, City Auditor

OWNER:


Renae Rohl

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 24th 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:

"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 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 9-24-2023, 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.

OWNER

Rena Rohl

Rena Rohl

STATE OF NORTH DAKOTA)

: ss

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.

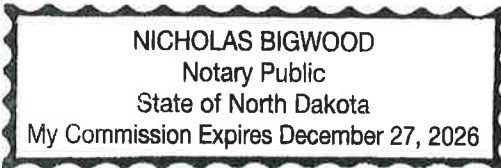
Nicholas Bigwood

Notary Public

Cass County, North Dakota

My Commission Expires: 12-27-26

(SEAL)



Legal description obtained from previously recorded instrument.

This instrument drafted by:

Ian R. McLean
Assistant Fargo City Attorney
10 Roberts Street N.
PO Box 6017
Fargo, ND 58108
701-232-8957

REPORT OF ACTION

(31)

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

<u>Routing</u>	<u>Date</u>
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.)**

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				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	X			
Brenda Derrig, City Engineer	X	(Tom Knakmuhs)		
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Director	X			

ATTEST:



Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston



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 WA225⁴ 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. WA2252₄**

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,

A handwritten signature in blue ink, appearing to read "Kevin M. Johnson", written over a horizontal line.

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	SIRF 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
3	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


 Kevin Johnson, PE

Fargo Regional Water Distribution Extension: South Segment
 City of Fargo
 City Project No. WA2254; AE2S Project No. 00803-2022-002
 Detailed Bid Tab

No. Description Contract No. 1 - General Construction Base Bid	Qty. Unit	Dakota Underground Co.		KPH, Inc.		R&R Excavating, Inc.		Sellin Brothers, Inc.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
A. Mobilization	1 ls.	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 ls.	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									
1. 16-inch DR 18 C900 PVC	100 lf.	238.00	23,800.00	300.00	30,000.00	200.58	20,058.00	375.00	37,500.00
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 Pipe)									
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									
1. 16-inch	1 ea.	23,000.00	23,000.00	25,000.00	25,000.00	21,239.91	21,239.91	25,000.00	25,000.00
H. Air Release Valve Manhole	1 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
I. Not Used	ea.	NA	NA	NA	NA	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 ls.	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 ls.	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			\$2,287,908.00		\$2,420,350.00		\$2,114,031.00		\$2,898,250.00

REPORT OF ACTION

UTILITY COMMITTEE

32

Project No. WA2152

Type: Change Order - Softening Basin Drive Unit Refurbishment

Location: 1997 Lime Softening Water Treatment Plant

Date of Hearing: 5/3/2023

<u>Routing</u>	<u>Date</u>
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.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u>X</u>			
Terri Gayhart, Director of Finance				
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.				
Bruce Grubb, Temp. Asst. City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Brenda Derrig, City Engineer	<u>X</u>	(Tom Knakmuhs)		
Dan Portlock, Water Utility Engineer	<u>X</u>			
Scott Olson, Solid Waste Utility Director	<u>X</u>			

ATTEST:



 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

MEMORANDUM
May 3rd, 2023

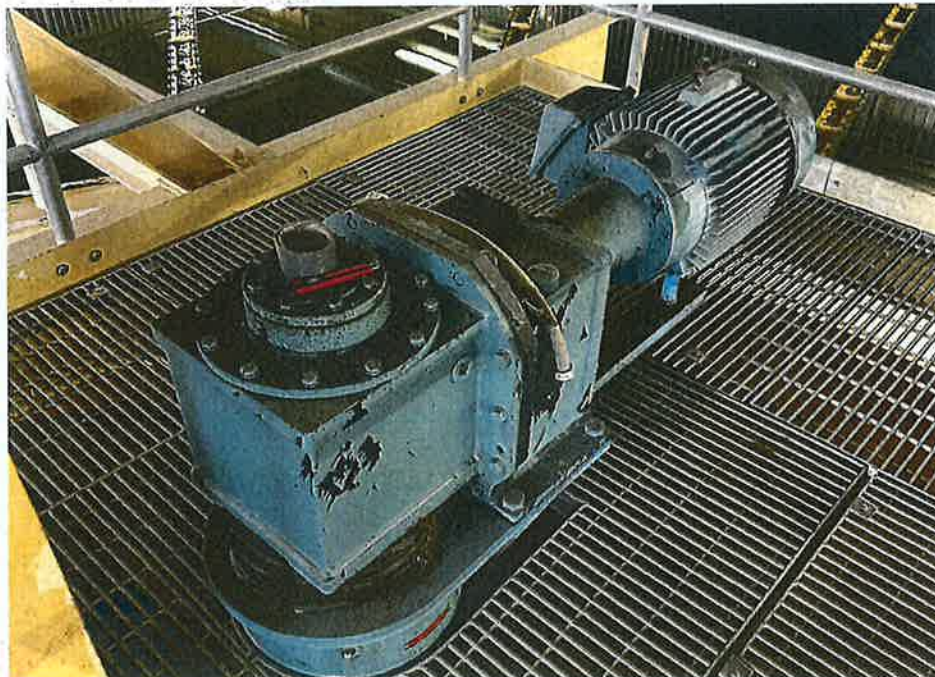
To: Utility Committee

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

A handwritten signature in blue ink that reads "Richard A. Wagner".

Richard Wagner, PE
Project Manager

Attachments

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: AE2S / B&V	Engineer's Project No.: P00803-2021-009
Project: Fargo LSWTP Primary Softening Rehab	Contract Name: Contract No. 1 – 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: \$ <u>4,560,000.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[/Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ _____	[/Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>4,560,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[/Increase] [Decrease] of this Change Order: \$ <u>52,831.74</u>	[/Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>4,612,831.74</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Robert A. Wegel</i></u> By: _____ By: _____	Owner (Authorized Signature)	Contractor (Authorized Signature)
Engineer (if required)		
Title: <u>Project Manager</u> Title _____ Title _____		
Date: <u>April 24, 2023</u> Dat _____ Dat _____		

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



CHANGE ORDER SUMMARY

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 (<i>incl. tax</i>)	45,658.75
Bonding Cost (<i>additional @ 0.71%</i>)	324.18
Contractor Margin 15% (<i>on materials only</i>)	6,848.81
Total	52,831.74

Narrative:

Additional clarifier drive rebuild by Ovivo.

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

33

Project No. N/A

Type: Water Tower Wireless
Lease Extension

Location: Water Tower #3 (1430 10th St. North)

Date of Hearing: 5/3/2023

<u>Routing</u>	<u>Date</u>
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 one-time 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.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u>X</u>			
Terri Gayhart, Director of Finance				
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.				
Bruce Grubb, Temp. Asst. City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
James Hausauer, Water Recl. Utility Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Brenda Derrig, City Engineer	<u>X</u>	(Tom Knakmuhs)		
Dan Portlock, Water Utility Engineer	<u>X</u>			
Scott Olson, Solid Waste Utility Director	<u>X</u>			


ATTEST:

T. B. Hall
Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

MEMORANDUM
 May 3rd, 2023

To: Utility Committee

From: Dan Portlock, Water Utility Engineer 

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 2.5 months, 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

ACKNOWLEDGED AND ACCEPTED

LANDLORD:

City of Fargo

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

TENANT:

WWC Holding Company, Inc.

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

By: AT&T Mobility Corporation
Its Manager

By: _____
Name: Mariah Burmeister
Title: Area Manager, Construction & Engineering
Date: _____, 2023

cc: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: MPLSNDU2698; Cell Site Name: NDSU
Fixed Asset #: 10139568
208 S. Akard Street
Dallas, TX 75202-4206