

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, November 1, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of the following Ordinances; 1st reading, 11/1/21:
 - a. Rezoning a Certain Parcel of Land Lying in Oak Manor Second Addition.
 - b. Relating to Franchises and Contracts.
 - c. Electric Franchise Ordinance.
 - d. Rezoning Certain Parcels of Land Lying in Reeves Addition.
- 2. Applications for Games of Chance:
 - a. Friends of the Children Fargo-Moorhead for a raffle on 12/2/21; Public Spirited Resolution.
 - b. NDSU Judging Club for a raffle on 3/2/22.
 - c. El Zagal Shrine Arab Patrol for a raffle on 3/11/22.
 - d. Eagles Elementary PTA for bingo on 11/19/21 and 2/11/22.
- 3. 2022 City Commission meeting schedule.
- 4. Memorandum of Understanding Regarding Construction, Maintenance and Purchase Option with Park District of the City of Fargo.
- 5. Property Damage Release Agreement and allocation of \$93,860.00 from Acuity Insurance for damages at 2451 43rd Street North with Northern Improvement completing the repairs.
- 6. 2021 CIP revisions.
- 7. Resolution Authorizing Storm Water Service Charge.
- 8. Change Order No. 8 for an increase of \$47,668.50 for Project No. FM-16-A1.
- 9. Bid award for Project No. MP-20-A2 (Roberts Alley).
- 10. 74-day extension of FMLA for Sarah Dykema.
- 11. Revised Resolutions Authorizing the Issuance and Sale of City of Fargo Solid Waste Revenue Bonds, Series 2021B and 2021C.

- Page 2. Receive and file Financial Status Report Year to Date ending through 10/31/21 for major operating funds (unaudited).
13. Agreement for Services with Akumbom Neba.
 14. Notice of Grant Award with the ND Department of Health for Community Grant Program to address Public Health gaps in the community (CFDA #93.991).
 15. Addendum to Provision of Nursing Services for the Central Cass Public School District.
 16. Purchase of Service Agreement with the ND Department of Human Services for implementing strategies addressing opioid or stimulant misuse.
 17. Change Orders for the Mid America Steel Demolition:
 - a. No. 4 in the amount of \$4,065.00.
 - b. No. 5 in the amount of \$8,484.62
 18. Purchase of one Fire Rescue Truck (PBCFS12-19).
 19. Change Orders for Project No. SW20-01:
 - a. No. 2 for an increase in the amount of \$21,548.60 (civil contract).
 - b. No. G-001 for an increase in the amount of \$235.62 (general contract).
 - c. No. G-002 for an extension to the substantial completion date to 12/15/21 (general contract).
 - d. No. M-002 for an extension to the substantial completion date to 12/15/21 (mechanical contract).
 - e. No. M-003 for an increase in the amount of \$1,555.00 (mechanical contract).
 - f. No. E-001 for an extension to the substantial completion date to 12/15/21 (electrical contract).
 20. Amendment to the Task Order with Stantec Consulting Services, Inc. in the amount of \$14,852.00 for Project No. SW20-01.
 21. Amendments to Contract Nos. 38190961B, 38190973A and 38201125A with the ND Department of Transportation.
 22. Submittal of a grant application to the State of ND for grant funding for public transportation and upon successful receipt of funds to execute the Grant Agreement (CFDA #s 20.526 and 20.513).
 23. Bid award for Metro Transit Garage Hoist Replacement (RFQ21072).
 24. Change Order No. 3 in the amount of -\$2,111.78 for Project No. WA2004.
 25. Task Order No. 12 with AE2S in the amount of \$448,720.00 for Project No. WA1852.
 26. Change Order No. 2 for an increase in the amount of \$19,849.90 for Project No. WA1863.
 27. Chemical bid awards for the Water Treatment Plant for 2022, as presented (AFB21182).
 28. Chemical bid awards for the Water Reclamation Utility for 2022, as presented (AFB21183).
 29. Bills.

Page 30. Incentive of \$4,000.00/day for a maximum of 15 days for a total incentive of \$60,000.00 for Improvement District No. BN-22-A1.

31. Change Order No. 2 for a 4-day Phase 4 interim time extension to 10/30/21 for Improvement District No. BR-21-C1.

32. Negative Final Balancing Change Order No. 1 in the amount of -\$7,565.00 for Improvement District No. AN-20-C1.

33. Easement (Temporary Construction Easement) with Gate City Federal Savings Bank in association with Improvement District No. BR-22-A0.

34. Memorandum of Offer to Landowner and Easement (Temporary Construction Easement) with 32nd Center, LLLP in association with Improvement District No. BR-22-A0.

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).**

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

a. Meadow View Addition (1402-1493 66th Avenue South; 1406-1494 67th Avenue South; 1450-1497 68th Avenue South; 1402-1498 69th Avenue South; 6600-6985 14th Street South); approval recommended by the Planning Commission on 6/3/21; continued from the 11/1/21 Regular Meeting:

1. Zoning Change from SR-4, Single Dwelling Residential and P/I, Public Institutional to SR-4, Single Dwelling Residential and P/I, Public Institutional.
2. 1st reading of rezoning Ordinance.
3. Plat of Meadow View Addition.

37. COVID-19 Update.

38. Introduction of the new Emergency Manager.

39. Recommendation to receive and file the Order on Request for Declaratory Judgment issued by Cass County District Court in the case entitled "In re Fargo Municipal Code Section 2-0106."

40. Recommendation to approve the Agreement with Walker Consultants for the Civic Center Parking Ramp Expansion.

41. Recommendations for Federal Aid Transportation Project applications.

42. 1st reading of an Ordinance Relating to the City of Fargo Police Advisory and Oversight Board.

43. Recommendation to eliminate the Wildlife Management Program at the conclusion of the 2021-2022 hunting season.

44. Recommendation for a Massage Therapy Establishment Program.

- a. 1st reading of an Ordinance Relating to Massage Therapy Establishments.

45. Resolution Seeking Advisory Ballot Question on Term Limits Ordinance.

46. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Shauna Erickson-Abou Zahr and Abdallah Abou Zahr, 3115 Peterson Parkway North (3 year).
 - b. Lee and Ashley Pratschner, 3120 Hickory Street North (3 year).
 - c. Scott and Dolores Wood, 1922 East Rose Creek Parkway (3 year).
 - d. Charles and Christen Mathson, 5315 18th Street South (3 year).
 - e. Darrell and Cheryl Troftgruben, 3030 20th Street South (3 year).
 - f. Sigurd and Anita J. Folden, 1518 3rd Street North (5 year).
 - g. John E. and Karen K. Ringsrud, 2319 26 1/2 Court South (5 year).
 - h. Susan Heidenreich, 1637 5th Avenue South (5 year).
 - i. Jeffrey and Catherine Huseby, 29 South Woodcrest Drive North (5 year).
 - j. Aaron and Holly Nissen, 513 24th Avenue South (5 year).
 - k. James K. and Alison B. Leiman, 1449 10th Street South (5 year).
 - l. John H. and Kristin E. Osborne, 1103 8th Avenue South (5 year).
 - m. John and Kristin Osborne, 1353 9th Street North (5 year).
 - n. Cody J. Hellquist, 1213 1st Street North (5 year).
 - o. Robert and Rebecca Dura, 3308 Longfellow Road North (5 year).
 - p. Gregory and Margaret Wheelden, 328 28th Avenue North (5 year).
 - q. Robert Hearne, 3225 Elm Street North (5 year).
 - r. Larry and Robin Olson, 3531 Longfellow Road North (5 year).
 - s. Larry and Robin Olson, 3531 Longfellow Road North (5 year).

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 REZONING A CERTAIN PARCEL
2 OF LAND LYING IN OAK MANOR SECOND ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on October 5, 2021; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on November 1,
11 2021,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 West 210 ft of North 342 ft of Lot One (1), Block One (1) of Oak Manor Second
16 Addition to the City of Fargo, Cass County, North Dakota;

17 is hereby rezoned from "LC", Limited Commercial, District to "MR-1", Multi-Dwelling
18 Residential, District.

19 Section 2. The following described property:

20 East 185.18 ft of North 342 ft and East 220.18 ft of South 354.85 ft of Lot One (1),
21 Block One (1) of Oak Manor Second Addition to the City of Fargo, Cass County,
22 North Dakota;

23 is hereby rezoned from "LC", Limited Commercial, District to "MR-3", Multi-Dwelling
Residential, District.

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

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

16

ORDINANCE NO. _____

AN ORDINANCE ENACTING ARTICLE 24-05 OF CHAPTER 24
OF THE FARGO MUNICIPAL CODE RELATING TO FRANCHISES AND CONTRACTS

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

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

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

WHEREAS, the board of city commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

Section 1. Enactment.

Article 24-05 of Chapter 24 of the Fargo Municipal Code is hereby enacted as follows:

ARTICLE 24-05 – FRANCHISES

24-0501. Application.

The board of city commissioners shall have the authority to pass ordinances granting franchises to any person, association or corporation. All applications for franchises shall be made in writing to the board of city commissioners.

24-0502. Fee; bond.

The amount of the franchise fee and bond, if any required, shall be set by Resolution of the board of city commissioners.

24-0503. Terms.

The board of city commissioners shall have the authority to determine the term of any such franchise granted; provided, however, no franchise shall be granted for a period to exceed twenty (20) year

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FARGO, NORTH DAKOTA

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24-0504. Regulatory powers of the board of city commissioners.

All franchises shall be subject to the rules and regulations promulgated by the board of city commissioners in the enacting ordinance and any other ordinance applicable thereto. If any franchise shall violate any provision of any ordinance of the City of Fargo, such franchisee may be proceeded against for any fine or penalty imposed thereby, and the franchise may be revoked, or forfeited, in the discretion of the board of city commissioners.

24-0505. Non-transferability.

No franchise shall be assigned or transferred without first making applications to and receiving the approval of the board of city commissioners.

24-0506. Non-exclusivity.

No franchise granted by the board of city commissioners shall be non-exclusive, except as provided by the Public Service Commission.

24-0507. Copies of franchise to be maintained by the city auditor.

It shall be the duty of the city auditor to maintain copies of all franchise ordinances passed by the board of city commissioners.

Section 2. Effective Date.

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

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

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

(10)

ORDINANCE NO. _____

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. _____

CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

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

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

WHEREAS, the board of city commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF FARGO, NORTH DAKOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following terms listed in alphabetical order shall have the following meanings:

City. The City of Fargo, County of Cass, State of North Dakota.

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City Utility System. Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.

1 **Commission.** The North Dakota Public Service Commission, or any successor agency or
2 agencies, including an agency of the federal government which preempts all or part of the authority
3 to regulate electric retail rates now vested in the North Dakota Public Service Commission.

4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and
5 assigns.

6 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys,
7 anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the
8 purpose of providing electric energy for public use.

9 **Notice.** A written notice served by one party on the other party referencing one or more
10 provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401
11 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City
12 Administrator, 225 4th Street, Fargo, ND 58102. Either party may change its respective address
13 for the purpose of this Ordinance by written notice to the other party.

14 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

15 **Billing Cycle Kilowatts** shall mean and be the quotient derived from the fraction, the
16 numerator of which is Kilowatt-hours of electricity supplied and sold by the Company to the
17 customer in a Customer Billing Cycle and the denominator of which is Customer Hours of
18 Electricity Usage in a Customer Billing Cycle, and shown by the following fraction:

$$\frac{\text{Kilowatt-hours of electricity supplied and sold by the Company to the customer in a Customer Billing Cycle}}{\text{Customer Hours of Electricity Usage in a Customer Billing Cycle}}$$

19 By way of illustration and example only, if the Kilowatt-hours of electricity supplied and
20 sold by the Company to the customer in a Customer Billing Cycle was 18,000,000, and the
21 Customer Hours of Electricity Usage in a Customer Billing Cycle was 720, then the Billing Cycle
22 Kilowatts is 25,000 (18,000,000 / 720 = 25,000).
23

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Billing Cycle Megawatts shall mean and be the quotient derived from the fraction, the numerator of which is the Billing Cycle Kilowatts and the denominator of which is 1,000, and shown by the following fraction:

	Billing Cycle Kilowatts _____
	1,000

By way of illustration and example only, if the Billing Cycle Kilowatts is 25,000, then the Billing Cycle Megawatts is 25 (25,000 / 1,000 = 25).

Customer Billing Cycle shall mean the period of time, not to exceed a calendar month, for a periodic billing by the Company to a customer for payment of the Company's supply and sale of electricity to said customer.

Customer Hours of Electricity Usage shall mean the actual number of hours during a Customer Billing Cycle that electricity is supplied and sold by the Company to the customer. Accordingly, periods of time during a Customer Billing Cycle in which a customer is not being supplied and sold electricity by the Company, including off-peak time periods, shall be excluded.

Large Volume Electricity User shall mean a Company's customer in which the Company supplies and sells to said customer more than 20 Billing Cycle Megawatts (MW) of electricity during a Customer Billing Cycle. The determination as to whether a customer is a Large Volume Electricity User and whether Large Volume Electricity User Franchise Fee applies shall be made each Customer Billing Cycle. By way of illustration and example only, if a customer is supplied and sold 21 Billing Cycle Megawatts by the Company during one Customer Billing Cycle the customer would be a Large Volume Electricity User and the Large Volume Electricity User Franchise Fee would apply for the Customer Billing Cycle in which 21 Billing Cycle Megawatts were supplied and sold to the customer. However, if a customer is supplied and sold 20 or less Billing Cycle Megawatts by the Company during another Customer Billing Cycle, said customer would not be a Large Volume Electricity User and the Large Volume Electricity User Franchise Fee would not apply for the Customer Billing Cycle in which 20 or less Billing Cycle Megawatts were supplied and sold to the customer. Notwithstanding anything to the contrary, North Dakota State University and the City (for and electrical service provided and sold by the Company for municipal street and highway lighting, municipal water pumping, municipal sewage pumping, municipal traffic signal, and municipal fire siren services) shall, for all purposes and regardless of the amount of electricity supplied or sold to said parties by the Company, shall be excluded from being a Large Volume Electricity User.

Large Volume Electricity User Franchise Fee shall mean and be sum of the following:

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(A) The product of the Standard Franchise Fee Gross Revenue from the Large Volume Electricity User during the applicable Customer Billing Cycle multiplied by 2%

PLUS

(B) The product of the Reduced Franchise Fee Gross Revenue from the Large Volume Electricity User during the applicable Customer Billing Cycle multiplied by 0.75%.

By way of illustration and example only, if during an applicable Customer Billing Cycle the Standard Franchise Fee Gross Revenue from the Large Volume Electricity User was \$1,224,000.00 and the Reduced Franchise Fee Gross Revenue from the Large Volume Electricity User was \$306,000.00, then the Large Volume Electricity User Franchise Fee for such Customer Billing Cycle is \$26,775.00 calculated as follows:

(A) $\$1,224,000.00 \times 2\% = \$24,480.00$

PLUS

(B) $\$306,000.00 \times 0.75\% = \underline{\$2,295.00}$

Large Volume Electricity User Franchise Fee = \$26,775.00

Reduced Franchise Fee Gross Revenue shall mean and be the product of Gross Revenue from the Large Volume Electricity User during the applicable Customer Billing Cycle multiplied by the Reduced Franchise Fee Percentage. By way of illustration and example only, if during an applicable Customer Billing Cycle the Gross Revenue from the Large Volume Electricity User was \$1,530,000.00 and the Reduced Franchise Fee Percentage was 20.00%, then the Reduced Franchise Fee Gross Revenue is \$306,000.00 ($\$1,530,000.00 \times 20.00\% = \$306,000.00$).

Reduced Franchise Fee Percentage shall mean and be the difference of 100.00% minus the Standard Franchise Fee Percentage. By way of illustration and example only, if the Standard Franchise Fee Percentage is 80.00%, then the Reduced Franchise Fee Percentage shall be 20.00% ($100.00\% \text{ minus } 80.00\% = 20.00\%$).

Standard Franchise Fee Gross Revenue shall mean and be the product of Gross Revenue from the Large Volume Electricity User during the applicable Customer Billing Cycle multiplied by the Standard Franchise Fee Percentage. By way of illustration and example only, if during an applicable Customer Billing Cycle the Gross Revenue from the Large Volume Electricity User was

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\$1,530,000.00 and the Standard Franchise Fee Percentage was 80.00%, then the Standard Franchise Fee Gross Revenue is \$1,224,000.00 ($\$1,530,000.00 \times 80.00\% = \$1,224,000.00$).

1 **Standard Franchise Fee Percentage** shall mean and be the quotient derived from the
2 fraction and stated in a percentage rounded the nearest 100th of a percent, where the numerator is 20
3 Megawatts (MW) and the denominator is the Billing Cycle Megawatts, and shown by the following
4 fraction:

5 20 Megawatts _____

6 Billing Cycle Megawatts _____

7 By way of illustration and example only, if the Billing Cycle Megawatts is 25, then the
8 Standard Franchise Fee Percentage is 80.00% ($20 / 25 = 80.00\%$).

9 **Application and Notification.** Large Volume Users that may be eligible to participate in
10 the Reduced Franchise Fee Percentage must first apply to the board of city commissioners for
11 determination of eligibility. City will notify Xcel if a Large Volume User presents itself through
12 City processes, to the extent possible, within a reasonable period of time.

13 **SECTION 2. ADOPTION OF FRANCHISE.**

14 2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the
15 date passed and approved by the City, a non-exclusive franchise ("Franchise"), except as otherwise
16 provided by the Public Service Commission, the right to construct and to transmit and furnish
17 electric energy for light, heat, power and other purposes for public and private use within and
18 through the limits of the City as its boundaries now exist or as they may be extended in the future.
19 For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on,
20 over, under and across the Public Ways of City, subject to the provisions of this Franchise
21 Ordinance. Company may do all reasonable things necessary or customary to accomplish these
22 purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant
23 to Ordinance.

24 2.2 **Effective Date; Written Acceptance.** This franchise Ordinance shall be in force
25 and effect from and after passage of this Ordinance, its acceptance by Company, and its publication
26 as required by law. City by board of city commission resolution may revoke this franchise
27 Ordinance if Company does not file a written acceptance with City within 90 days after publication.

28 2.3 **Service and Rates.** The service to be provided, the rates to be charged by Company
29 for electric service in City, termination provisions, assignment and merger terms, and all operational

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decisions that apply shall continue to be subject to the jurisdiction of the Public Service Commission of this State or its successor agency.

1 2.4 **Dispute Resolution.** If either party asserts that the other party is in default in the
2 performance of any obligation hereunder, the complaining party shall notify the other party of the
3 default and the desired remedy. The notification shall be written. Representatives of the parties
4 must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute
5 is not resolved within 30 days of the written notice, the parties may jointly select a mediator to
6 facilitate further discussion. The parties will equally share the fees and expenses of this mediator.
7 If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first
8 meeting with the selected mediator, either party may commence an action in District Court, Cass
9 County, North Dakota, to interpret and enforce this franchise or for such other relief as may be
10 permitted by law or equity for breach of contract, or either party may take any other action
11 permitted by law.

8 **SECTION 3. LOCATION, OTHER REGULATIONS.**

9 3.1 **Location of Facilities.** Electric Facilities shall be located, constructed and
10 maintained so as not to interfere with the safety and convenience of ordinary travel along and over
11 Public Ways and so as not to disrupt normal operation of any City Utility System previously
12 installed therein. Electric Facilities shall be located on Public Grounds as determined by the City.
13 Company's construction, reconstruction, operation, repair, maintenance and location of Electric
14 Facilities shall be subject to permits if required by separate ordinance and to other reasonable
15 regulations of the City to the extent not inconsistent with the terms of this franchise agreement.
16 Company shall be required to comply with North Dakota Century Code Ch. 49-23- One-Call
17 Excavation Notice System as underground Electric Facilities may be abandoned underground in
18 place from time to time, provided at the City's request, Company will remove abandoned metal or
19 concrete encased conduit interfering with a City improvement project, but only to the extent such
20 conduit is uncovered by excavation as part of the City improvement project. To the extent
21 inconsistent with State law, State law shall control

17 3.2 **Street Openings.** Company shall not open or disturb any Public Way for any
18 purpose without first having obtained a permit from the City in accordance with Fargo Municipal
19 Code Article 18-09, for which the City may impose a reasonable fee, or otherwise giving notice
20 thereof to the city engineer in accordance with Fargo Municipal Code §18-0912. Permit conditions,
21 if any, imposed on Company shall not be more burdensome than those imposed on other utilities for
22 similar facilities or work. In the event of an emergency, Company shall notify the city engineer on
23 the first working day after such work is commenced, and shall secure such permits, if necessary.

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1 3.3 **Restoration.** After undertaking any work requiring the opening of any Public Way,
2 Company shall restore the same, including paving and its foundation, in accordance with Fargo
3 Municipal Code Article 18-09, unless otherwise agreed to by the parties. Company shall be
4 permitted to use non-reinforced concrete instead of cold mix asphalt for temporary restoration
5 purposes. City hereby waives any requirement for Company to post a construction performance
6 bond, certificate of insurance, letter of credit or any other form of security or assurance that may be
7 required, under a separate existing or future ordinance of the City, of a person or entity obtaining the
8 City's permission to install, replace or maintain facilities in a Public Way.

9 3.4 **Avoid Damage to Electric Facilities.** Nothing in this Ordinance relieves any
10 person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric
11 Facilities while performing any activity.

12 3.5 **Notice of Improvements.** City must give Company reasonable notice of plans for
13 improvements to Public Ways where City has reason to believe that Electric Facilities may affect or
14 be affected by the improvement. The notice must contain: (i) the nature and character of the
15 improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of
16 the improvements, (iv) the time when the City will start the work, and (v) if more than one Public
17 Way is involved, the order in which the work is to proceed. The notice must be given to Company a
18 sufficient length of time in advance of the actual commencement of the work to permit Company to
19 make any necessary additions, alterations or repairs to its Electric Facilities.

20 3.6 **Shared Use of Poles.** Company shall make space available on its poles or towers
21 for City fire, water utility, police or other City facilities whenever such use will not interfere with
22 the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by
23 any cable television company or other form of communication company. In addition, the City shall
24 pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

25 4.1 **Relocation of Electric Facilities in Public Ways.** If the City determines to vacate a
26 Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of
27 any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order
28 Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to
29 accomplish the City's proposed public improvement. Except as provided in Section 4.2, Company
30 shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable
31 notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of
32 any Public Way or to construct or reconstruct any City Utility System. Nothing in this Franchise
33 Agreement requires Company to relocate, remove, replace or reconstruct at its own expense its
34 Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the
35 convenience of the city and is not reasonably necessary for the construction or reconstruction of a
36 Public Way or City Utility System or other City improvement.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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1 4.2 **Projects with Federal Funding.** Relocation, removal, or rearrangement of any
2 Company Electric Facilities made necessary because of the extension into or through City of a
3 federally-aided highway project shall be governed by the provisions of North Dakota Century Code,
4 Chapter 24-01-41, as supplemented or amended. It is understood that the right herein granted to
5 Company is a valuable right. City shall not order Company to remove or relocate its Electric
6 Facilities when a Public Way is vacated, improved or realigned because of a renewal or a
7 redevelopment plan which is financially subsidized in whole or in part by the Federal Government
8 or any agency thereof, unless the reasonable non-betterment costs of such relocation and the loss
9 and expense resulting therefrom are first paid to Company, but the City need not pay those portions
10 of such for which reimbursement to it is not available.

11 4.3 **No Waiver.** The provisions of this franchise apply only to facilities constructed
12 in reliance on a franchise from the City and shall not be construed to waive or modify any rights
13 obtained by Company for installations within a Company right-of-way acquired by easement or
14 prescriptive right before the applicable Public Way was established, or Company's rights under state
15 or county permit.

16 **SECTION 5. TREE TRIMMING.**

17 Company may trim all trees and shrubs in the Public Ways of City to the extent Company
18 finds necessary to avoid interference with the proper construction, operation, repair and
19 maintenance of any Electric Facilities installed hereunder, provided that Company shall save the
20 City harmless from any liability arising therefrom, and subject to permit or other reasonable
21 regulation by the City. Company agrees and understands it may not trim or prune trees any more
22 than is necessary to comply with Federal Standards, including but not limited to 18 CFR §
23 385.1602(d), NERC Standards and FAC-003-4.

SECTION 6. INDEMNIFICATION.

 6.1 **Indemnity of City.** Company shall indemnify, keep and hold the City free and
 harmless from any and all liability on account of injury to persons or damage to property occasioned
 by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the
 Electric Facilities located in the Public Ways. The City shall not be indemnified for losses or claims
 occasioned through its own negligence except for losses or claims arising out of or alleging the
 City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The
 City shall not be indemnified if the injury or damage results from the performance in a proper
 manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless
 ordered or directed by City after notice of Company's determination.

 6.2 **Defense of City.** In the event a suit is brought against the City under circumstances
 where this agreement to indemnify applies, Company at its sole cost and expense shall defend the

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ORDINANCE NO. _____

1 City in such suit if written notice thereof is promptly given to Company within a period wherein
2 Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend,
3 it will thereafter have control of such litigation, but Company may not settle such litigation without
4 the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to
5 third parties, a waiver of any defense or immunity otherwise available to the City; and Company, in
6 defending any action on behalf of the City shall be entitled to assert in any action every defense or
7 immunity that the City could assert in its own behalf.

8
9 **SECTION 7. VACATION OF PUBLIC WAYS.**

10 The City shall give Company at least two weeks prior written notice of a proposed vacation
11 of a Public Way. Except where required for a City improvement project, the vacation of any Public
12 Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to
13 operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the
14 loss and expense resulting from such relocation are first paid to Company. In no case, however,
15 shall City be liable to Company for failure to specifically preserve a right-of-way under North
16 Dakota Century Code, Chapter 40-39.

17
18 **SECTION 8. CHANGE IN FORM OF GOVERNMENT.**

19 Any change in the form of government of the City shall not affect the validity of this
20 Ordinance. Any governmental unit succeeding the City shall, without the consent of Company,
21 succeed to all of the rights and obligations of the City provided in this Ordinance.

22
23 **SECTION 9. FRANCHISE FEE.**

24 9.1 **Fee Schedule.** During the term of the franchise hereby granted, and in lieu
25 of any permit or other fees being imposed on the Company, the City may impose on
26 Company a franchise fee ("Franchise Fee") as described herein.

27 9.2 **General Franchise Fee.** Except for the Large Volume Electricity
28 User Franchise Fee described in Section 9.3 below, the franchise fee payable by
29 the Company to the City shall be determined by Resolution of the board of city
30 commissioners as a percentage of Company's Gross Revenues.

31 9.3 **Large Volume Electricity User Franchise Fee.** In the event the
32 Company has a Large Volume Electricity User during a Customer Billing Cycle, the Gross
33 Revenue of the Large Volume Electricity User for such Customer Billing Cycle shall not
34 be included in the Gross Revenue in the calculation of the franchise fee payable under
35 Section 9.2 above, and for such Customer Billing Cycle, the franchise fee payable by the
36 Company to the City for the Large Volume Electricity User shall be equal to the Large

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Volume Electricity User Franchise Fee.

1 9.4 **Application of franchise fee to customer.** To reimburse the Company for the
2 costs of such franchise fee, the Company may collect and add to its billings to customers
3 with City a surcharge to each customer at each and every customer location representing
4 applicable franchise fee resulting from the electricity supplied and sold by the Company to
said customer. Notwithstanding anything to the contrary, the Company may only collect
and add a surcharge for the Large Volume Electricity User Franchise Fee to the billings to
the Large Volume Electricity User.

5 9.5 **Fee Adjustments.** City and Company agree that City, in its sole discretion,
6 may raise or lower the percentage Franchise Fee on a non-discriminatory basis, and
7 Company may raise or lower the corresponding surcharge to its customers accordingly.
This franchise ordinance shall not be construed as a limitation on the City's power to tax
the Company, if any.

8 9.6 **Terms Defined.** For the purpose of this Section 9, the following definitions apply:
9

10 9.6.1 "Customer Class" shall refer to the classes listed on the Fee Schedule and as
defined or determined in Company's electric tariffs on file with the Commission.

11 9.6.2 "Fee Schedule" refers to the schedule in Section 9.1 setting forth the various
12 customer classes from which a Franchise Fee may be collected.

13 9.6.3 "Gross revenues" means all sums, excluding the added charge, received during
14 the term of this franchise by Company from the sale of electricity within the corporate limits of the
15 City provided, however, that there shall be expressly excluded from the computation of gross
16 revenues all sums received by the Company for electricity sold for municipal street and highway
lighting, municipal water pumping, municipal sewage pumping, municipal traffic signal, and
municipal fire siren services.

17 9.7 **Collection of the Fee.** The Franchise Fee shall be payable monthly and shall be
18 based on the amount collected by Company during complete billing months during the period for
19 which payment is to be made by imposing a surcharge equal to the designated Franchise Fee for the
20 applicable customer classification in all customer billings for electric service in each class. The
21 payment shall be due the last business day of the month following the period for which the payment
22 is made. The Franchise Fee may be changed by Resolution from time to time; however, each
23 change shall meet the same notice requirements and not occur more often than annually and no
change shall require a collection from any customer for electric service in excess of the amounts
specifically permitted by this Section 9. The time and manner of collecting the Franchise Fee is
subject to the approval of the board of city commission. No Franchise Fee shall be payable by

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Company if Company is legally unable to first collect an amount equal to the Franchise Fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by City at reasonable times provided that City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.8 **Equivalent Fee Requirement.** City agrees it will not grant additional franchises for other Electrical Distribution System providers in City on terms more favorable or less burdensome than this franchise agreement based on consideration of the Franchises as a whole and not on a provision-by-provision basis.

9.9 **Annual Franchise Performance and Planning Meeting; Annual Reporting.** Company and City shall meet annually to discuss items of concern or interest related to this Franchise, including, but not limited to, collaborative infrastructure planning, vegetation management and reliability performance. Upon request of City, Company shall annually provide to City reporting information on service reliability, including System Average Interruption Duration Index (SAIDI) and Customers Experiencing Multiple Interruptions (CEMI) data, customer usage, program participation, outage data, and infrastructure improvements and capital improvements, the exact format and content of which shall be mutually agreed to by City and Company, and in a manner consistent with all applicable laws, regulations and Commission orders.

SECTION 10. INSURANCE AND WORKERS COMPENSATION.

10.1 **Insurance.** As of the effective date of this franchise agreement Company will, at its sole expense, maintain during the entire term of this franchise agreement public liability insurance with a company licensed to do business in the State of North Dakota with a rating by Best of not less than "A" that will protect Company, the City, and the City's officials, officers, employees, and agents from claims which may arise from operations under this Franchise, whether such operations are by the Company, its officials, officers, directors, employees, or agents, or any subcontractors of Company. This liability insurance will include, but will not be limited to, protection against claims arising from bodily and personal injury, death, and damage to property resulting from the Company's automobiles, products, and completed operations. The amount of such insurance shall be subject to periodic changes as described in this Section, or as may be required by applicable law, but will be not less than the following:

- (a) General liability insurance:
- (b) Bodily injury and/or death per Person \$1,000,000
Bodily injury and/or death per occurrence \$1,000,000

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Property damage per occurrence \$1,000,000
Property damage and bodily injury, aggregate \$2,000,000

(c) Automobile insurance:
Combined single limit \$1,000,000

(d) Umbrella coverage: \$2,000,000

The liability policy will provide for the following, by endorsement or otherwise:

(a) The policy will cover personal injury as well as bodily injury.

(b) The policy will cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries, and property damage.

(c) Broad form property damage liability will be afforded.

(d) The City will be included as an additional insured on the policy.

(e) The coverage is primary insurance and no other insurance or fund of the City will be called upon to contribute to a loss under this coverage.

(f) Standard form of cross-liability will be afforded.

(g) The policy will not be canceled without thirty (30) days prior written notice of such cancellation to the City.

The automobile insurance policy will provide for the following, by endorsement or otherwise:

(a) The City will be included as an additional insured on the policy.

(b) The policy will not be canceled without thirty (30) days prior written notice of such cancellation to the City.

Upon ninety (90) days prior written notice to Company, the City reserves the right to adjust the limit coverage requirements no more than once every five (5) years. Any such adjustment by the City will be no greater than the increase in the State of North Dakota Consumer Price Index for such five (5) year period, unless otherwise required by applicable law.

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Company will submit to the City documentation of the required insurance including a certificate of insurance signed by the insurance agent and companies named, as well as all properly executed endorsements required. The certificate of insurance should confirm that the required endorsements are in effect.

1 10.2. **Self-Insurance**. With the City’s consent, which shall not be unreasonably withheld,
2 the Company shall have the option of providing a program of self-insurance to meet its obligation
3 under this Ordinance. In such event, the Company shall submit to the City a Certificate of Self-
Insurance or other documents showing proof of its financial responsibility.

4 **SECTION 11. DEVELOPMENT OF ENERGY EFFICIENCIES AND RENEWABLE**
5 **ENERGY.**

6 City and Company have demonstrated their intent to strive for energy efficiency in City.
7 City and Company agree to further commit to collaborate, cooperate, and strive for an increase in
8 the use of increased energy efficiencies and renewable energies. Areas of collaboration may include
9 future agreements and activities in the areas of public education, promotion of alternative energy
sources, promotion of energy efficiencies and conservation, along with the development of
residential and commercial building weatherization strategies.

10 **SECTION 12. PROVISIONS OF ORDINANCE.**

11 12.1 **Severability**. Every section, provision, or part of this Ordinance is declared
12 separate from every other section, provision, or part; and if any section, provision, or part shall
13 be held invalid, it shall not affect any other section, provision, or part. Where a provision of any
other City ordinance conflicts with the provisions of this Ordinance, the provisions of this
Ordinance shall prevail.

14 12.2 **Limitation on Applicability**. This Ordinance constitutes a franchise agreement
15 between the City and Company as the only parties and no provision of this franchise shall in any
16 way inure to the benefit of any third person (including the public at large) so as to constitute any
17 such person as a third-party beneficiary of the agreement or of any one or more of the terms
hereof, or otherwise give rise to any cause of action in any person not a party hereto.

18 12.3 **Governing Law**. This Franchise Ordinance shall be deemed to be executed in the
19 State of North Dakota, and shall be governed in all respects, including validity, interpretation and
20 effect, and construed in accordance with applicable laws of the State of North Dakota as applicable
21 to contracts entered into and performed entirely within the State.
22
23

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SECTION 13. AMENDMENT PROCEDURE.

Either party to this franchise ordinance may at any time propose that the Ordinance be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective as provided herein.

SECTION 14. PREVIOUS FRANCHISES SUPERSEDED.

This Franchise Agreement supersedes any previous electric franchise granted to Company or its predecessor. This ordinance shall be in full force and effect after passage and approval as provided by law.

Section 2. Effective Date.

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

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, City Auditor

Introduction _____
First Reading _____
Second Reading and Adoption _____
Publication _____

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA



ORDINANCE NO. _____

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN REEVES ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

7 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
8 request on October 5, 2021; and,

9 WHEREAS, the rezoning changes were approved by the City Commission on November 1,
10 2021,

11 NOW, THEREFORE,

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

13 Section 1. The following described property:

14 Lots Nineteen (19) through Twenty-Four (24), Block Twenty-one (21); all of Lots One
15 (1) through Sixteen (16), Twenty (20) through Twenty-three (23), and Twenty-five (25)
16 through Thirty-four (34), and portions of Lots Nineteen (19) and Twenty-four (24), and
17 the vacated alley, Block Twenty-two (22), of Reeves Addition to the City of Fargo, Cass
18 County, North Dakota;

19 is hereby rezoned from "LI", Limited Industrial, District, to "DMU", Downtown Mixed Use with a
20 "C-O", Conditional Overlay, District as follows:

21 1. Building Siting and Design.

22 The standards of this subsection apply to all development. These standards are intended
23 to promote an attractive and long-lasting investment.

a. Building Orientation.

(1) At least one primary building entry shall face a public street.

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1 (2) The building shall be designed to have all exterior walls with equal design
2 consideration, to include materials, color, articulation and general aesthetics for
3 the purpose of access and appreciation by the general public.

4 (3) Building elevations that face a public street shall have at least 15 percent of
5 the wall facing the street consist of windows or entrance areas.

6 **b. Materials.**

7 (1) All walls shall be finished with architectural materials such as brick, glass,
8 stone, ceramic, stucco, precast panels, exterior insulation finish systems (e.g.,
9 dryvit), seamless steel siding with a ceramic hybrid paint finish, fiber cement
10 siding, or curtain walls. Building elevation materials shall be commercial grade,
11 durable, and have a multi-generational life span.

12 (2) The following materials may not be used other than for purposes of providing
13 accent: insulated metal panels; wood-based materials; asphalt; and decorated
14 concrete block. When these materials are used, the materials must be of
15 commercial grade.

16 (3) The following materials shall not be used on walls that are visible from the
17 street: non-residential grade metal siding; non-residential grade wood-based
18 materials; asphalt; concrete blocks or cinder blocks.

19 (4) The use of architectural metal panels and wood panels for enclosure of
20 mechanical equipment shall be permitted.

21 (5) Mirrored glass or one-way glass with a reflectance of greater than 40 percent
22 shall be prohibited from covering more than 40 percent of exterior walls.

23 **c. Ground-Floor Transparency.**

At least 25 percent of the ground-floor façade of buildings along public streets shall be comprised of windows, doors and other transparent elements (e.g., glass block). Calculations shall be based on the total square foot of the elevation of the ground floor. Existing buildings along sidewalks to which interior renovations or structural improvements are proposed shall be excluded from this requirement only if they do not already meet the 25 percent transparency requirement. In those cases, the transparency requirement shall meet or exceed the percentage of ground floor transparency provided by the existing structure; in no case shall the existing transparency be reduced.

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d. Articulation.

(1) Offsets

i. Visible above-ground building elevation walls that are longer than 100 feet wall plane projections or recesses having a depth of at least two (2) feet and extending for a minimum of 25 percent of the length of such walls must be incorporated into the building design.

ii. As to building heights taller than 35 feet horizontal design features on the building's façade must be incorporated into the building design. Examples of horizontal design features include awnings, canopies, transoms, moldings, balconies, wainscoting or changes in color or texture.

(2) Architectural features

i. The building design shall include integrated design features to avoid monotony, to create visual interest, and to enhance the pedestrian scale all of which is to be designed to create compatibility with the surrounding neighborhood. Examples of features to be included are:

a. Arcades;

b. Cornices;

c. Eaves;

d. Bow, bay, arched, oval, or gable windows;

e. Shutters;

f. Arched entries, balconies or breezeway entrances;

g. Stone or brick accent walls;

h. Decorative stone or brick banding;

i. Decorative tiles;

j. Verandas, porches, balconies or decks;

k. Projected walls or dormers;

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- l. Variation of roof lines; and
- m. Decorative caps or chimneys.

e. Accessory Uses.

(1) The accessory use standards set forth in Section 20-0403 of the Fargo Land Development Code shall apply.

(2) The following additional design standards shall apply to accessory structures:

- i. Accessory building setbacks shall meet the development standards of primary buildings as is required in Section 20-0501 of the Fargo Land Development Code.
- ii. Accessory building elevation materials shall match the primary building materials.
- iii. Accessory buildings may be located in rear yards and/or side yards only. Accessory buildings are not permitted in the front or street-side yard.
- iv. Garage doors on accessory structures may not exceed a width of 20 feet.
- v. Separate garage structures may be no more than 60 feet in length on the longest side of the building.
- vi. Multiple accessory buildings adjacent to each other shall have a building separation of 10 feet.

f. Parking Structure Screening.

A fence, wall or landscape buffer shall be provided to partially screen surface level parking lots from public rights-of-way excluding alleys. Walls shall be at least 2 ½ feet tall and shall be constructed with materials and details similar to or compatible with those of the structures in the surrounding area. Opaque screening materials, such as fences or plants at least 2 ½ feet tall may be used in lieu of a solid wall.

g. Minimum Residential Density.

The minimum residential density shall be 18 dwelling units per acre.

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h. Building Setbacks.

The minimum building setbacks shall be:

- i. Front: 10 feet
- ii. Interior side: 5 feet
- iii. Street side: 10 feet
- iv. Rear: 10 feet

i. Building Coverage.

The maximum building coverage shall be 75 percent of the total lot area.

j. Prohibited Uses.

- (1) Off-premise advertising

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

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

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

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



(2a) 25.00
cc
11/1/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (04-2020)

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*

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

Name of Organization or Group of People permit is issued to Friends of the Children Fargo-Moorhead	Dates of Activity 12/01/2021 - 12/31/2021	If raffle, provide drawing date 12/02/2021	
Organization or Group Contact Person Jen Kalvoda	Title or Position Office Manager	Telephone Number 218-979-7376	
Business Address 200 45th St S, Suite 200	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Wimmer's Diamonds			
Site Address 4582 32nd Ave S	City Fargo	ZIP Code ND	County 58104

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Jewelry, donated by Wimmer's Diamonds	\$3,000.00

Add Row Delete Row

Total (limit \$40,000 per year)	\$3,000.00
---------------------------------	------------

Intended Uses of Gaming Proceeds
general operational budget

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

Yes No

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

Yes No

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

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

Organization or Group Contact Person

Name Jen Kalvoda	Title Office Manager	Telephone Number 218-979-7376	E-mail Address jkalvoda@friendsfargomoorhead.org
Signature of Organization or Group's Top Official <i>Jen Kalvoda</i>		Title Executive Director	Date 10/28/2021

26



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2019)

Application for: Local Permit * Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to NDSU Judging Club	Date(s) of Activity 1	For a raffle, provide drawing date(s): 3/02/2022	
Person Responsible for the Gaming Operation and Disbursement of Net Income Madeliene Nichols	Title President	Business Phone Number 701-652-5127	
Business Address 1420 Bolley Dr.	City Fargo	State ND	Zip Code 58105
Mailing Address (if different) 1015 15th Ave N	City Fargo	State ND	Zip Code 58102
Name of Site Where Game(s) will be Conducted NDSU Sheppard Arena	Site Address 1350 Albrecht Blvd.		
City Fargo	State ND	Zip Code 58105	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Heifer Raffle	Simmental Heifer	\$1000			
Total:					\$ 1000 <small>(Limit \$40,000 per year)</small>

Intended uses of gaming proceeds: Proceeds will go towards travel expenses for North Dakota State University Judging Club travel team expenses.

Does the organization presently have a state gaming license? No Yes - 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.

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

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

Signature of Organization or Group's Top Official <i>Madeliene Nichols</i>	Date 10/28/21	Title President	Business Phone Number (701) 652-5127
-------------------------------------------------------------------------------	------------------	--------------------	-----------------------------------------



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

20

5433
25.00
11/4/21

Application for: [X] Local Permit [] Restricted Event Permit (one event per year)

Form with fields: Name of Nonprofit Organization, Date(s) of Activity, Person Responsible, Business Address, Mailing Address, Name of Site, City, State, Zip Code, County. Includes checkboxes for game types: Bingo, Raffle, Raffle Board, Calendar Raffle, Sports Pool, Poker, Twenty-one, Paddlewheels.

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Includes a Total row at the bottom right showing \$ 850.00.

Form with text: Intended uses of gaming proceeds: Donated to Shriner's Children Hospital Transportation Fund. Includes questions about state gaming license and previous permits.

Form with fields: Signature of Organization or Group's Top Official, Date, Title, Business Phone Number.



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (04-2020)

2d

25.00
 CC
 11/8/21

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

Name of Organization or Group of People permit is issued to Eagles Elementary PTA	Dates of Activity 11/19/21 and 2/11/22	If raffle, provide drawing date	
Organization or Group Contact Person Brittaney VanderHagen	Title or Position President PTA	Telephone Number 701-306-9366	
Business Address 3501 University Drive	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

Site Name (where gaming will be conducted)
Eagles Elementary

Site Address 3501 University Drive	City Fargo	ZIP Code ND	County 58104
----------------------------------------------	----------------------	-----------------------	------------------------

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Bingo	Toys, Candy, Pencils, Notebooks Water Bottles	\$500 -
Add Row	Delete Row	
Total (limit \$40,000 per year)		500.00

Intended Uses of Gaming Proceeds **Proceeds for Student Activities**

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

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

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

Organization or Group Contact Person			
Name Brittaney VanderHagen	Title PTA President	Telephone Number 701-306-9366	E-mail Address bvanderhagen@jbccommerce.com
Signature of Organization or Group's Top Official Brittaney VanderHagen		Title President	Date 11/8/2021



3

TO: BOARD OF CITY COMMISSIONERS
FROM: EXECUTIVE ASSISTANT KEMBER ANDERSON
DATE: NOVEMBER 15, 2021
SUBJECT: MEETING SCHEDULE FOR 2022

I am proposing the following schedule for City Commission meetings for calendar year 2022 (please note, if a meeting day falls on a holiday, the meeting will be held on Tuesday).

- January 10 and 24
- February 7 and 22 (Tuesday)
- March 7 and 21
- April 4 and 18
- May 2, 16 and 31 (Tuesday)
- June 13 and 27
- July 11 and 25
- August 8 and 22
- September 6 (Tuesday) and 19
- October 3, 17 and 31
- November 14 and 28
- December 12 and 27 (Tuesday)

RECOMMENDED MOTION: To approve the 2022 City Commission meeting schedule as outlined above.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(4)

Type: Memorandum of Understanding

Location: Southwest Metro Regional Storm Water Pond

Date of Hearing: 11/8/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/15/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding the approval of a Memorandum of Understanding between the City and the Fargo Park District, which specifies maintenance responsibilities for the Southwest Metro Regional Storm Water Pond.

This is standard for retention ponds that the City owns and teams with the Park District to program and assist with maintenance. Engineering, Public Works, and Planning have been collaborating on the development of the Southwest Metro Regional Storm Water Pond. During this collaboration, staff also worked with the Fargo Park District so that the final design of the pond could serve the community as both storm water infrastructure and a recreation amenity. Due to uncertainty of when the pond will be complete, staff has drafted an MOU to provide the Park District some discretion on its use of the pond property as long as it does not impact the functionality of the pond.

There will be an 80-acre remnant parcel that the City intends to sell at a future date. The MOU includes a provision agreeing to dedicate up to 8% (approximately 6.5 acres) of the remnant 80-acre parcel the City owns to the Park District. By completing this 8% dedication ahead of selling the parcel, the Park District agrees that the future owner of the remnant parcel will not need to dedicate any additional land to the Park District at the time of platting, which is a typical requirement for new plats. The MOU also has an option/right of first refusal for the Park District to buy additional portions of the remnant parcel at appraised value. As discussions continue on recreational uses, this allows the flexibility to the Park for the purchase of the land necessary to build support structure for programming.

Additional responsibilities detailed in the MOU are as follows:

- City of Fargo
 - Retain ownership of the property
 - Complete construction of the pond
 - Pond maintenance
 - Storm sewer maintenance
- Fargo Park District
 - Responsible for construction, repair, and maintenance of all amenities
 - Grass mowing and weed control
 - Tree planting, maintenance, and replacement

Staff is seeking approval of the Memorandum of Understanding between the City and the Fargo Park District for maintenance responsibilities of the Southwest Metro Regional Storm Water Pond property.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of the Memorandum of Understanding with the Fargo Park District specifying maintenance responsibilities for the Southwest Metro Regional Storm Water Pond property.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Memorandum of Understanding with the Fargo Park District specifying maintenance responsibilities for the Southwest Metro Regional Storm Water Pond property.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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


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

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
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ATTEST:


 Nathan Boerboom, P.E.
 Division Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Division Engineer
Date: November 2, 2021
Re: MOU with Fargo Park District for the Southwest Metro Regional Storm Water Pond

During the development of the Southwest Metro Regional Storm Water Pond, staff worked closely with the Fargo Park District so that the final design of the pond could serve the community as both storm water infrastructure and a recreation amenity. This collaboration has resulted in the Park District identifying possible amenities that they would like to construct within the overall pond property once it is fully constructed. Due to the uncertainty of when the pond will be fully constructed, staff has drafted the attached MOU to provide the Park District some discretion on its use of the pond property as long as it does not impact the functionality of the pond.

The MOU also includes a provision of the City agreeing to dedicate up to 8% of the remnant parcel the City owns to the Park District. This remnant parcel, which is approximately 80 acres, is located to the southwest of the 160 acres that the pond is located on. It is the intention of the City to sell this 80 acre remnant parcel at a future date, and by completing this 8% dedication ahead of selling the parcel, the Park District agrees that the future owner of the remnant parcel will not need to dedicate any additional land to the Park District at the time of platting. This 8% dedication to the Park District is consistently done with new plats of property throughout the City. The MOU also has an option/right of first refusal for the Park District to buy additional portions of the remnant parcel beyond the to be dedicated 8%. The price for this option/right of first refusal would be determined by an appraisal.

The following are additional responsibilities detailed in the MOU between the City and the Park District:

- City of Fargo
 - Retain ownership of the property
 - Complete construction of pond
 - Pond maintenance
 - Storm sewer maintenance
- Fargo Park District
 - Responsible for construction, repair, and maintenance of all amenities
 - Grass mowing and weed control
 - Tree planting, maintenance, and replacement

Recommended Motion:

Approve the MOU between the City and the Fargo Park District for the Southwest Metro Regional Storm Water Pond.

**MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION,
MAINTENANCE AND PURCHASE OPTION**

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

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

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

WHEREAS, Fargo is in the process of constructing the first phase of a storm water retention pond as part of the overall City storm sewer system, as shown in Exhibit “A” attached hereto (hereinafter the “Pond Property”); and

WHEREAS, Fargo and Park District recognize that the project will be constructed in several phases, and that the completion dates of the various phases are unknown. Nevertheless, Fargo and Park District intend for this MOU to be effective as to all phases of construction of the Pond Project; and

WHEREAS, Fargo and Park District desire to have the Pond Property be a dual- purpose project to serve the community as both storm water infrastructure and a recreational amenity; and

WHEREAS, Park District desires to construct certain amenities on the Pond Property, at its cost; and

WHEREAS, Park District has expressed interest in buying a portion of the City property adjacent to the Pond Parcel (“Remnant Parcel”) in the future if City determines the Remnant Parcel is not needed for the primary purpose of storm water retention, and City agrees Park District should have primacy to the land in the event of its sale; and

WHEREAS, Fargo and Park District recognize that joint operation and programming may improve the ability to secure additional funding and other cooperative relationships to benefit the community; and

WHEREAS, Fargo shall have the responsibility of construction, maintenance, inspection and repair of the storm water retention pond; and

WHEREAS, the Park District shall have the responsibility of construction, maintenance, inspection, and repair of the park amenities, subject to the terms of this Agreement.

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. Ownership. Fargo owns the parcel on which the storm water retention pond and other amenities have been, or will be, constructed in phases, and Fargo and Park District agree and understand that the City shall retain ownership of the Pond Parcel at all times, without regard to maintenance responsibilities. The parties understand and agree that the primary use of the property is for storm water retention and detention, and such purpose shall not be impaired or impeded by any provisions herein.

2. Access. Fargo hereby grants Park District access for ingress and egress, and for purposes of maintenance and construction, as necessary to carry out the terms of this Agreement. Park District agrees to ensure unimpeded access to the installed amenities for whatever purpose deemed necessary by City, including patrol, emergency access, and truck access, as necessary. In the event Park District is permitted to install gates or other access controls to the Pond Parcel, Park District shall ensure access to City is not hindered or impaired in any way, and shall provide such keys, codes or other means to access the Pond Parcel, without delay.

3. Storm Water Retention Pond Construction and Maintenance.

a. Fargo shall be solely responsible for the construction of the storm water retention pond and all necessary appurtenances thereto, including installation of storm water pipe and structures, and, vegetation establishment.

b. Fargo shall be responsible for future pond maintenance, including but not limited to sediment removal, inspection, and bank sloughing repair.

4. Park District General Maintenance. Park District shall be responsible for the construction, repair and maintenance of all amenities , including grass mowing, weed treatment, tree trimming, as well as pavement maintenance and repair, and snow and debris removal, as necessary. Park District understands and agrees that it may not construct any amenities on the Pond Property, unless otherwise agreed to in writing signed by both parties, and that Fargo approval will not be unreasonably withheld. Fargo and Park District understand and agree that any work to be completed pursuant to this Agreement that may disrupt Park District use of the property shall be coordinated between the parties so as to minimize impacts, to the extent possible.

a. Park District understands and agrees that any work completed by Park District may not impact the City storm sewer system or change the retention pond level, without prior written consent of City.

b. Fargo agrees Park District shall have some discretion in its use of the property to the extent that any construction activities must first be approved by Fargo, and this Agreement included in writing, as necessary to detail the parties' responsibilities with respect to the Park District constructed amenities.

5. Joint Responsibilities and Coordination. Fargo and Park District agree that collaboration and coordination between the two entities is a necessary component of the successful

operation of the Pond Parcel as a Park District amenity. To the extent possible, Fargo and Park District agree as follows:

- a) The parties agree to jointly seek an Audubon Society agreement to further enhance the use of the Pond Parcel and amenities.
- b) Fargo agrees to assist the Park District, as appropriate, to secure funding for the construction of shared use paths and trails throughout the Pond Parcel.
- c) Fargo and Park District agree to coordinate timing of any work or construction to be done in accordance with the terms of this Agreement so as to not disrupt Park District programming of the Pond Parcel.

6. Signage and Lighting. Fargo and Park District agree and understand that Fargo shall be responsible for signage pertaining to the retention pond. At its discretion, with City approval, Park District may place additional signage on the Pond Parcel relating to approved programming of the space. Further, Park District may be permitted to install appropriate lighting on the Pond Parcel as an amenity of the Park District, provided such installation is solely at Park District cost, and with City advance written approval so as to ensure the lighting will not be impacted by the varying pool levels of the storm water retention pond following a large rain event.

7. Insurance. Both parties understand and agree that it shall secure the necessary insurance for the proposed use of the Pond Parcel.

8. Dispute Resolution.

- a. Fargo and the Park District 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 improvements and amenities identified herein, 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 preparing an annual schedule 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.

9. Option/Right of First Refusal. Fargo and Park District understand and agree that the property acquired by Fargo for the purpose of the storm water retention pond may result in a remnant of approximately 80 acres, more or less, as shown in Exhibit "B" attached hereto ("Remnant Parcel").

- a. City agrees to dedicate up to 8% of the Remnant Parcel to the Park District for park purposes, such dedication to be adjacent to the Pond Parcel and in a location mutually

acceptable to City and Park District, at City's final discretion. To the extent the full 8% is dedicated to the Park District by City pursuant to this Agreement, the parties understand and agree that there shall be no further dedication responsibility with respect to the sale and development of the Remnant Parcel.

b. City further hereby grants Park District an Option/Right of First Refusal to acquire the Remnant Parcel, or any part thereof, at a time City determines appropriate. Fargo shall first offer the Remnant Property to Park District for a price to be determined by appraisal, in the following manner.

(i) Fargo shall give Park District written notice of the decision to sell, delivered by certified mail, return receipt requested.

(ii) Park District shall notify Fargo of its intent to buy the Remnant Parcel, or any part thereof, for the appraised price within 60 days of receipt of notice. Failure to provide written timely notice of intent to purchase/sell be considered a rejection of the offer upon payment of agreed price upon acceptance.

(iii) Fargo shall deed to Park District by Quit Claim Deed the acquired portion of the Remnant Parcel, subject to all easements and encumbrances of record.

(iv) Park District shall secure possession of the acquired portion of the Remnant Parcel upon deed conveyance.

10. Minnkota Power Company Easement. Fargo and Park District understand and agree that a portion of the Pond Parcel is encumbered by an easement to Minnkota Power Company, and Fargo and Park District further recognize and agree that any amenities permitted by this Agreement may not hind, impair or impede Minnkota Power's use of the easement property.

11. Term. The term of this Agreement will be 20 years. This Agreement will automatically renew for successive periods of 20 years. If either party intends to terminate this Agreement at any time, at least 180 days' Notice shall be given to the other party. This Agreement is personal as to the Park District, and may not be assigned or transferred without Fargo written consent.

12. 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, 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.

13. 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 4th Street North
Fargo, ND 58102

If to the Park District:

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

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

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

15. 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. It does not negate the parties' rights, duties and obligations under prior agreements/easements related to the floodwall, storm sewer construction and operation, and maintenance of the floodwall and storm sewer.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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.

23. 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 _____, 2021.

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 _____, 2021.

Park District of the City of Fargo

By:

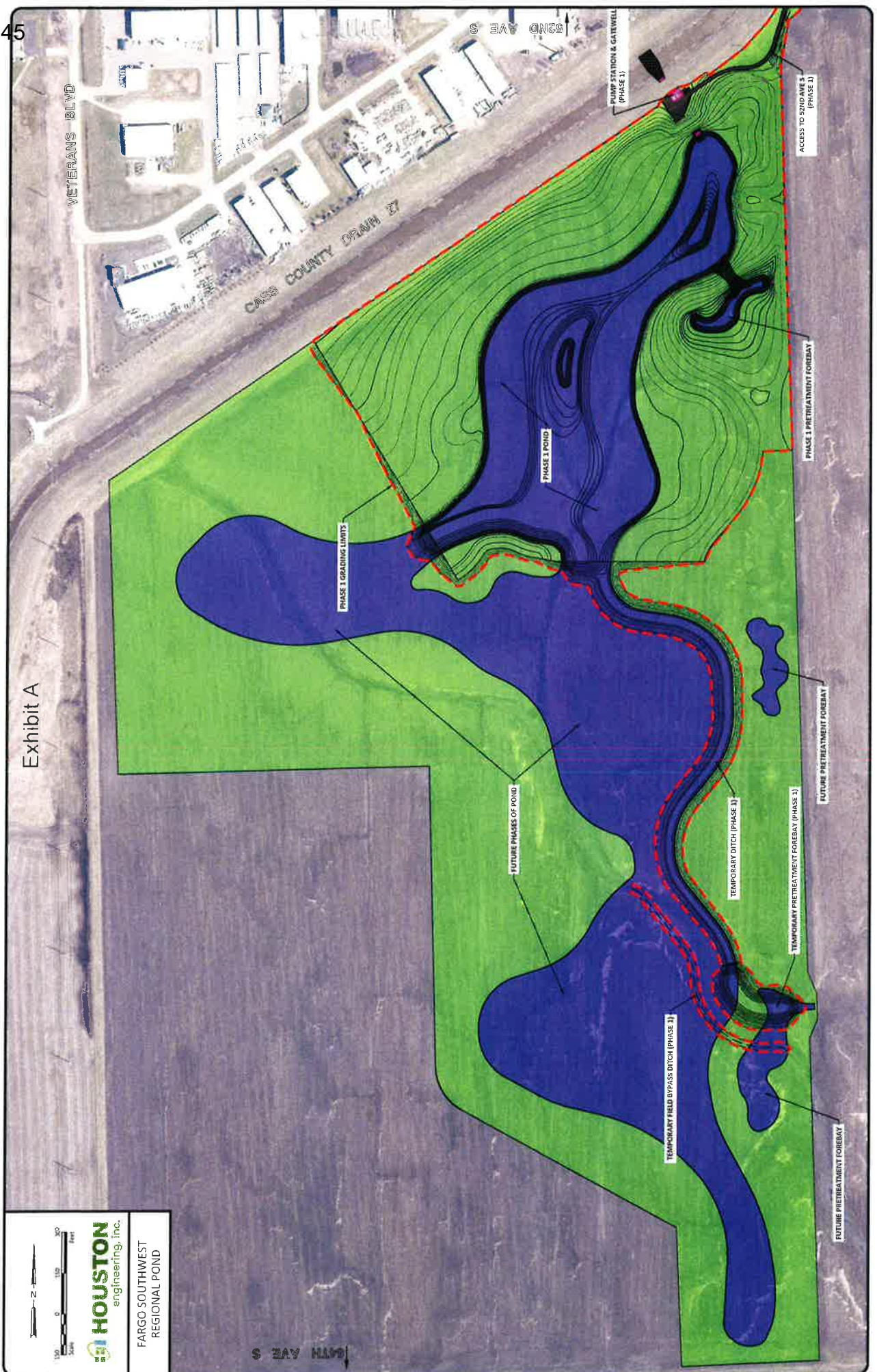
Its:

ATTEST:

_____, Clerk

EXHIBIT "A"

Exhibit A



HOUSTON
engineering, inc.

FARGO SOUTHWEST
REGIONAL POND

EXHIBIT "B"

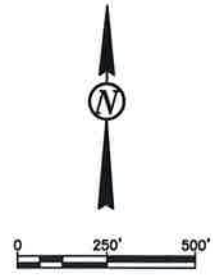


Exhibit B

Remaining Land Exhibit	
SOUTHWEST REGIONAL POND	
FP-19-A0	
DESIGN BY: BKW	CHECKED BY: MPL
DRAWN BY: BKW	ORIG DATE: 11-2-2021
	
SHEET NO.	
1 of 1	

5

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Settlement of Disputed Claim

Location: 2451 43rd Street North

Date of Hearing: 11/8/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/15/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Engquist</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, regarding the proposed settlement for the repair of damaged pavement along 43rd Street North.

On June 2, 2021, Magnum Contracting transported a large crane to another worksite in Fargo. Without authorization from City Staff, the Contractor drove the crane off the private worksite and onto 43rd Street North where it continued moving approximately 500 feet north down the center of 43rd Street. The Contractor then spun the crane around on the roadway while another smaller crane dismantled it for legal transport. Through this process the steel tracks of the large crane caused a path of damage to the existing paved concrete street, which was installed in 2019.

City staff contacted Magnum Contracting about the damages, which led the Contractor to contact and file a claim with their insurance company, Acuity Insurance. Acuity contacted City Staff requesting an estimate for repairing the damaged pavement. On July 26, 2021, we requested quotes from two local contractors to complete the repairs. Northern Improvement Company submitted the lowest responsive quote of \$93,860. Acuity is proposing a settlement payment to the City of Fargo in the amount equal to Northern Improvement's quote for compensation of all repairs necessary. In return, release Magnum Contracting from further claims and liability as disclosed on the attached Property Damage Release Agreement.

Staff worked with the City Attorney's office on the proposed settlement and is recommending to hire Northern Improvement to complete the repairs next spring and allocate the proposed insurance settlement amount of \$93,860 to the final cost amount after repairs are completed.

On a motion by Kent Costin, seconded by Ben Dow, the Committee voted to recommend approval of the Property Damage Release Agreement, Northern Improvement to complete the repairs, and allocate the proposed settlement amount of \$93,860 from Acuity Insurance as the funding source.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Property Damage Release Agreement, Northern Improvement to complete the repairs, and allocate the proposed settlement amount of \$93,860 from Acuity Insurance as the funding source.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Acuity Insurance Settlement

	<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

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Kent Costin, Finance Director

Present	Yes	No	Unanimous
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ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy Engquist, Project Manager
Date: November 2, 2021
Re: Settlement of Disputed Claim

Background of Incident:

A large steel tracked crane owned and operated by Magnum Contracting was being used to assist construction of a new commercial building located at 2451 43rd Street North. On June 2, 2021, Magnum Contracting decided to transport the large crane to another worksite in Fargo. In doing so, and without authorization from City Staff, the Contractor first chose to drive the crane off the private worksite and onto 43rd Street North where it continued moving approximately 500 feet north down the center of 43rd Street. The Contractor then spun the crane around and parked in the center of 43rd Street where the Contractor used another smaller crane to dismantle it for legal transport. All through this process the steel tracks of the large crane caused a path of damage to the existing paved concrete street (43rd St) which was installed in 2019.



Images show some of the damage from crane

Contractor's Insurance Claim:

Immediately following the incident, City Staff contacted Magnum Contracting about the damages, which led to the Contractor contacting and filing a claim with their Insurance Company, Acuity Insurance. Acuity then contacted City Staff and requested the City get an estimate for repairing the damaged pavement. On July 26, 2021, we requested quotes from two local contractors to complete the repairs. The lowest responsive quote was received from Northern Improvement Company for \$93,860.00, which was forwarded to Acuity for review. Acuity responded and is proposing a settlement payment to City of Fargo in the amount equal to Northern Improvement's quote of \$93,860.00 for compensation of all repairs necessary. In return, release Magnum Contracting from further claims and liability as disclosed on the attached Property Damage Release Agreement.

Staff's Review and Recommendation:

Staff has assessed the pavement damages caused by the crane and is in agreement the proposed \$93,860.00 settlement amount would satisfy the necessary repairs needed to restore the pavement back to original condition. Northern Improvement was the original Contractor that constructed 43rd Street North (Improvement District No. PN-18-C1) in 2019, so they are familiar with the pavement design and qualified to complete the repairs. Northern Improvement is available to complete the repairs next spring.

Staff's recommendation is to hire Northern Improvement to complete the repairs next spring and allocate the proposed insurance settlement amount of \$93,860.00 to the final cost amount after repairs are completed.

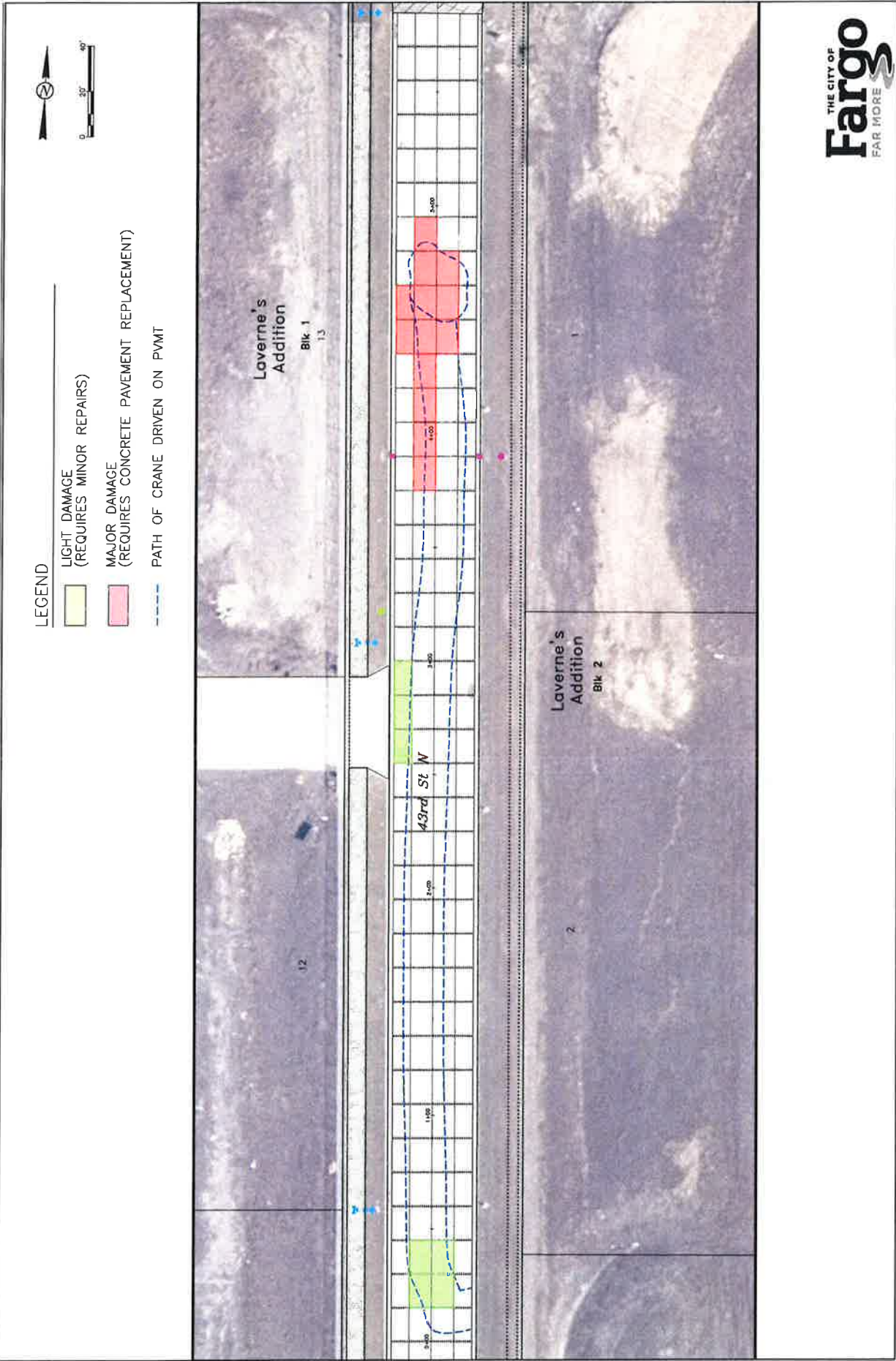
Recommended Motion:

Approve Northern Improvement to complete the repairs and allocate the proposed settlement amount of \$93,860.00 from Acuity Insurance as the funding source.

Attachment(s)

1. Drawing showing highlighted damage to pavement
2. Location of incident
3. Property Damage Release Agreement (signature needed)

C: Thomas Knakmuhs
Brenda Derrig





This is the area of 43rd St N damaged by crane

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.

1:2,257	6/9/2021 1:36 PM
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	

THE CITY OF

Fargo

FAR MORE



**PROPERTY DAMAGE
RELEASE**

Claim Number: RE8454

Claims Adjuster: STEVE J WETTSTEIN

IN CONSIDERATION of the sum of Ninety Three Thousand Eight Hundred Sixty dollars 00/100(\$93,860.00), receipt and sufficiency of which is hereby acknowledged, I/we release, acquit and forever discharge Magnum Contracting Inc and Acuity, A Mutual Insurance Company, Sheboygan, Wisconsin, their heirs, representatives, agents, employees, successors and assigns, and all other persons, firms, or corporations who are or might be liable, of and from all claims, demands, actions, damages, costs, loss of use, and/or value, of whatever kind or nature, which may now or hereafter exist, arising out of, or in consequence of DAMAGE OR DESTRUCTION TO PROPERTY, personal or real, specifically described as Damage to Roadway and arising from an accident occurring on or about 06/01/2021.

The undersigned, as further consideration for this compromise and settlement, states, represents, warrants, and agrees:

(1) That this settlement is a compromise of a doubtful and disputed claim; that the payment is not to be construed as an admission of liability; and, that liability is expressly denied by the party or parties released.

(2) That the acceptance of the above-mentioned sum shall not prejudice, foreclose, or bar any claim that I/we may have for personal injuries, medical expenses, compensation, or damages other than to my/our property not specifically released herein, which claims and causes of action are specifically reserved.

(3) The undersigned further warrants and represents that there are no known persons, firms, corporations, insurance companies, or other third-parties who have rights against the parties released herein based upon subrogation, derivation, or assignment originating from the claims of the undersigned arising out of the accident described above or any other basis. In the event that any person, firm, corporation or insurance company does indeed have rights based upon subrogation, derivation, or assignment, or any other basis against the parties released herein for claims arising out of the accident described above, the undersigned agrees to defend and hold harmless the parties released herein from any such claims.

(4) This release contains the entire agreement between the parties hereto. The terms of this release are contractual and not a mere recital. The undersigned has/have carefully read and understood the contents of this release.

I/WE FURTHER STATE THAT I/WE HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW THE CONTENTS THEREOF, AND I/WE SIGN THE SAME AS MY/OUR OWN FREE ACT.

SIGNED IN THE PRESENCE OF

CAUTION! READ BEFORE SIGNING

Steve Sprague, City Auditor

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

Date

Date

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: 2021 CIP Revisions

Location: Various Locations

Date of Hearing: 11/8/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/15/2021</u>
PWPEC File	<u>X</u>
Project Files	<u>Tom Knakmuhs</u>

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Tom Knakmuhs, regarding final revisions to the 2021 CIP.

The following projects were initially included in the 2021 CIP and will not move forward this year and should be removed from the approved 2021 CIP. These projects either moved to the 2022 CIP or were eliminated.

Moved to 2022 CIP:

- FM-21-A1 (South University Rip Rap)
- UR-21-A1 (Storm Repairs/Rehab – Roers pond and Deer Creek): Storm Utility Fund 2021 budget constraints.
- UR-21-B1 (Storm Repairs/Rehab – Various): Storm Utility Fund 2021 budget constraints.
- RR-19-A1 (Railroad Quiet Zone at 7th Ave N and 16th Ave N)
- BN-21-F1 (Bison Meadows – Phase 4):
The Developer withdrew their 2021 request, replatted the land, and made a 2022 infrastructure request.
- UN-20-B1 (45th St from 52nd Ave S to 64th Ave S and 64th Ave S from 45th St to 38th St):
This project was changed from a “UN” project (underground only) to a “BN” project (underground and paving) as BN-22-A1.

Eliminated:

- HD-21-A1 (Demolition – Flood Buyouts): This project was not needed this year and should be removed from the 2021 CIP.
- UR-21-C1 (Storm Repairs/Rehab – Various): Storm Utility Fund 2021 budget constraints.
- AN-21-B1 (Alley Paving): This was a placeholder project for an alley request that did not materialize.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the 2021 CIP revisions.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Various

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


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

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Kent Costin, Finance Director

Present	Yes	No	Unanimous
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ATTEST:


Brenda E. Derrig, P.E.
City Engineer



Memorandum

To: PWPEC
From: Tom Knakmuhs, Assistant City Engineer
Date: 11/2/2021
Re: 2021 Capital Improvement Plan Revisions

Below is a summary of projects that were initially included in the 2021 CIP that will not move forward this year and should be removed from the approved CIP. With the removal of these projects from the 2021 CIP, all projects (with the exception of BN-21-L1, which will be bid on November 10, 2021, and MP-20-A1, which has been bid and will be awarded on November 15, 2021) within the 2021 CIP have been bid, awarded, and are either in progress or pending closeout.

FM-21-A1 (South University Rip Rap):

This project has been moved from the 2021 CIP to the 2022 CIP.

HD-21-A1 (Demolition – Flood Buyouts):

This project was not needed this year and should be removed from the 2021 CIP.

UR-21-A1 (Storm Repairs/Rehab - Roers pond and Deer Creek):

Due to budget constraints in the Storm Utility Fund, this project has been moved from the 2021 CIP to the 2022 CIP.

UR-21-B1 (Storm Repairs/Rehab - Various):

Due to budget constraints in the Storm Utility Fund, this project has been moved from the 2021 CIP to the 2022 CIP.

UR-21-C1 (Storm Repairs/Rehab - Various):

Due to budget constraints in the Storm Utility Fund, this project was eliminated from the 2021 CIP.

RR-19-A1 (Railroad Quiet Zone at 7th Ave N and 16th Ave N):

This project has been moved from the 2021 CIP to the 2022 CIP.

BN-21-F1 (Bison Meadows – Phase 4):

The developer withdrew their request for this project in 2021, replatted the land, and has made an infrastructure request for 2022. This project will be included in the 2022 CIP as BN-22-B1.

UN-20-B1 (45 St from 52 Ave S to 64 Ave S and 64 Ave S from 45 St S to 38 St S):

This project was changed from a “UN” project (underground only) to a “BN” project (underground and paving) and moved to the 2022 CIP. This project will be included in the 2022 CIP as BN-22-A1.

AN-21-B1 (Alley Paving):

This was a placeholder project for an alley request that did not materialize and therefore should be removed from the 2021 CIP.

Below is a financial summary of this revision:

Project	Engineer's Estimate	Engineering and Admin Fees	Estimated Cost with all Fees	Funding Source		
				Special Assessments	Storm Utility	Flood Sales Tax
FM-21-A1	\$1,250,000	\$50,000	\$1,550,000	\$0	\$0	\$1,550,000
HD-21-A1	\$60,000	\$6,000	\$72,000	\$0	\$0	\$72,000
UR-21-A1	\$275,000	\$38,500	\$346,500	\$0	\$346,500	\$0
UR-21-B1	\$150,000	\$21,000	\$189,000	\$0	\$189,000	\$0
UR-21-C1	\$100,000	\$14,000	\$126,000	\$0	\$126,000	\$0
RR-19-A1	\$1,000,000	\$140,000	\$1,260,000	\$1,260,000	\$0	\$0
BN-21-F1	\$4,500,000	\$630,000	\$5,670,000	\$5,670,000	\$0	\$0
UN-20-B1	\$1,000,000	\$140,000	\$1,260,000	\$1,260,000	\$0	\$0
AN-21-B1	\$100,000	\$14,000	\$126,000	\$126,000	\$0	\$0
Total =	\$8,435,000	\$1,053,500	\$10,599,500	\$8,316,000	\$661,500	\$1,622,000

Recommended Motion:

Approve the removal of FM-21-A1, HD-21-A1, UR-21-A1, UR-21-B1, UR-21-C1, RR-19-A1, BN-21-F1, UN-20-B1, and AN-21-B1 from the 2021 CIP.

Attachments:

- 2021 CIP as approved by Commission on 12/14/2020
- 2021 CIP to date with removal of projects listed above

①

November 9, 2021

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

Dear Commissioners:

In 2019, the City implemented a new fee structure based on actual parcel size and impervious area. Previously it was a flat rate structure. After many public and one on one meetings, the new fee structure in 2019 was reduced from the proposed rate necessary to support the infrastructure needs. Upon adoption in 2019, it was intended to be evaluated for adjustments every three years to catch it up to the original proposed rate. This resolution will be the first fee adjustment since the adoption of the new fee structure and follows the approval of the 2022 Budget, which includes this rate increase.

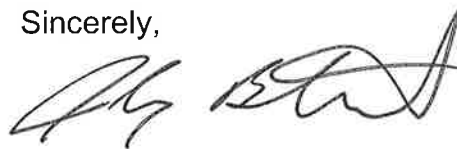
The fee formula has been modified to increase the monthly utility charges on large residential/retail/commercial properties. For example, a commercial lot that pays \$36.00 would increase to \$54.00 per month in 2022 and the minimum commercial rate will be increased from \$8 to \$12 per month. The flat residential rate for single family homes has been increased from \$4 to \$5 per month. Attached you will find the Resolution establishing the monthly increase in the storm water service charge.

The Engineering department is recommending the approval of the Resolution of the storm water utility charge modifications, which were included in the approved 2022 budget.

Recommended Motion:

I move to approve the Resolution for the increase in the monthly storm water service charge.

Sincerely,



Jody Bertrand P.E., C.F.M.
Division Engineer
Storm Water Utility

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING STORM WATER SERVICE CHARGE

WHEREAS, the City of Fargo has enacted Article 39-01 of the Fargo Municipal Code relating to collection of Utilities and Services; and

WHEREAS, Section 39-0105 of the Fargo Municipal Code authorizes the board of city commissioners to establish service charges by resolution; and

WHEREAS, Section 39-0107 of the Fargo Municipal Code authorizes the board of city commissioners of the city of Fargo to adopt policies and guidelines for purposes of determining the Storm Water Service Charge.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FARGO,

1. Single Family Residential Flat Rate: \$5.00/month
2. Non-Single Family Monthly Storm Water Service Charge: The charge shall be based upon a calculation established by the City Engineer which considers both a parcel's total area and impervious surface area percentage as follows:

$$\text{Storm Water Service Charge per 1,000 Square Feet of Total Property Area} = (0.92810 \times \text{Impervious Surface Percentage}) - 0.02385$$

3. Minimum Non-Single Family Monthly Storm Water Service Charge: \$12.00/month
4. Public Interest and Municipal Separate Storm Sewer System Parcels: The charge for qualifying parcels shall be 50% of the Non-Single Family Monthly Storm Water Service Charge but not less than the Minimum Non-Single Family Monthly Storm Water Service Charge. Included shall be parcels owned by the Airport Authority, city of Fargo, Cass County, Fargo Public School District, Fargo Park District, North Dakota State University, State of North Dakota, and Federally owned parcels.

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

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

ATTEST:

Steven Sprague, City Auditor



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-16-A1

Type: Change Order #8

Location: 45th Street & 64th Avenue North

Date of Hearing: 11/8/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/15/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Change Order #8, in the amount of \$47,668.50, which is needed to re-grade the 45th Street North ditches to improve drainage.

Staff is recommending approval of Change Order #8 in the amount of \$47,668.50, which brings the total contract amount to \$9,438,707.20.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #8 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #8 in the amount of \$47,668.50, bringing the total contract amount to \$9,438,707.20 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

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

COMMITTEE

- Tim Mahoney, Mayor
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- Brenda Derrig, City Engineer
- Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
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ATTEST:

C: Kristi Olson

Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM Civil Engineer II, Storm Sewer & Floodplain
CC: Jody Bertrand, Division Engineer; Nathan Boerboom, Division Engineer
Date: 11/2/2021
Re: Project # FM-16-A1 North Side Flood Risk Management Levee
Change Order No. 8

Background

The project was advertised in August 2020 and the project was awarded to Key Contracting in September 2020 and construction started thereafter.

Current drainage along 45th Street North, south of 64th Avenue has been less than effective for keeping the adjoining properties from being affected by water back up from the ditches. The installation of the new north side levee, west of the Fargo lagoons and south of 64th Avenue has affected the drainage further. Fargo, through their Consultant, has developed a plan to re-grade the 45th Street North ditches and drain the water west to CR 81 through an existing drain on the south side of the Harwood lagoons. This will improve drainage and allow the flowage to flow through the gatewell structure installed as part of the levee project on CR 81. The Water Reclamation Manager has agreed to provide financial assistance for the ditch work on the east side of the Harwood lagoons and the remainder of funding will be covered from the levee project.

The cost has been reviewed with the Consulting Engineer and Engineering believes it is reasonable.

Funding for this project will come from:
Flood Sales Tax Fund 460: \$35,358.50
Water Reclamation Facility: \$12,310.00

Recommended Motion

Approve Change Order No. 8 for \$47,668.50

REK/jmg
Attachment



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Project No FM-16-A1 **Change Order No** 8
Project Name North Side Flood Risk Management Levee
Date Entered 11/1/2021 **For** Key Contracting Inc

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

EXPLANATION OF CHANGE: Drainage Improvements 45th St N So. of 64th Ave

Drainage improvements east and west of 45th St N south of 64th Ave and on the south side of Hanwood lagoons. Current drainage along both sides of 45th St N has been less than effective causing ponding in the ditch and adjoining fields and lagoon property. With the installation of the new north side levee the problem has been increased and this work should improve the situation.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	94	Mobilization	LS	0.00	0.00	0.00	1.00	1.00	500.00	500.00
	95	Ditch Grading	LF	0.00	0.00	0.00	2,293.00	2,293.00	14.50	33,248.50
								Miscellaneous Sub Total (\$)		33,748.50
Storm Sewer	96	F&I Pipe w/GB 18" Dia Corr Steel	LF	0.00	0.00	0.00	60.00	60.00	152.00	9,120.00
	97	F&I Flared End Section 18" Dia Corr Steel	EA	0.00	0.00	0.00	2.00	2.00	400.00	800.00
	98	Plug Pipe 14" thru 24" Dia	EA	0.00	0.00	0.00	2.00	2.00	500.00	1,000.00
								Storm Sewer Sub Total (\$)		10,920.00
Erosion and Sediment Control	99	Stormwater Management	LS	0.00	0.00	0.00	1.00	1.00	3,000.00	3,000.00
								Erosion and Sediment Control Sub Total (\$)		3,000.00

Summary

Sales Tax Funds - Flood Control - 460

Source Of Funding	
Net Amount Change Order # 8 (\$)	47,668.50
Previous Change Orders (\$)	179,502.40
Original Contract Amount (\$)	9,211,536.30
Total Contract Amount (\$)	9,438,707.20

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



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
06/15/2022	07/01/2022	0.00	0.00	06/15/2022	07/01/2022

Description

Key Contracting

APPROVED

For Contractor

Steve Carr

Title

VP

APPROVED DATE

Department Head

Mayor

Attest

[Signature] 11/9/21

9

November 9, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. MP-20-A2

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, October 27, 2021, for Roberts Alley Power, Project No. MP-20-A2, located at Roberts Alley in Downtown Fargo between 2nd Avenue North and 4th Avenue North.

The bids were as follows:

	Base Bid	Alternate 1 Deduct
Magnum Electric, Inc.	\$ 498,660.00	\$ 14,000.00
Rickard Electric, Inc.	\$ 641,000.00	-
Superior Electric of Fargo, LLC	\$ 730,000.00	\$ 148,690.00
Parsons Electric	\$ 853,250.00	\$ 195,000.00
Dakota Electric Construction Co., Inc.	\$ 886,200.00	\$ 232,575.00
Scott's Electric, Inc.	\$ 965,410.00	-
Engineer's Estimate	\$ 700,000.00	

The special assessment escrow is not required.

This office recommends award of the contract to Magnum Electric, Inc. for the base bid amount of \$498,660.00 as the lowest and best bid. No protests have been received.

Sincerely,



Tom Knakmuhs
Assistant City Engineer

TAK/klo

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # MP-20-A2

Roberts Alley Power

Roberts Alley from 2nd to 4th Ave

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

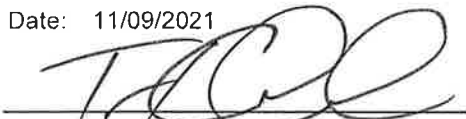
That the following is detailed statement of the estimated cost of the job described as:

Roberts Alley Power Project # MP-20-A2 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Electrical				
1 Install Electrical Service	LS	1.00	498,660.00	498,660.00
			Electrical Total	498,660.00
			Total Construction in \$	498,660.00
			Legal & Misc 3.00 %	14,959.80
			Contingencies 5.00 %	24,933.00
			Interest 4.00 %	19,946.40
			Total Estimated Costs	558,499.20
			Sales Tax Funds - Infrastructure - 420	491,479.30
			LOMR - Developer Funded	67,019.90
			Unfunded Costs	0.00

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

Date: 11/09/2021



Tom Knakmuhs

Assistant City Engineer





10

November 8, 2021

Fargo City Commission
225 4th Street North
Fargo, ND 58102

Commissioners:

On September 15, 2021 Sarah Dykema, FARGODOME Director of Marketing & Sales, exhausted her 12 weeks of FMLA leave. She was approved for a 30 day extension. At this time, we are requesting an additional extension through January 2, 2022.

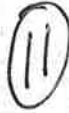
Recommended motion: Approve the 74 day extension of Sarah Dykema's FMLA.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment



TO: BOARD OF CITY COMMISSIONERS
FROM: KENT COSTIN, DIRECTOR OF FINANCE *KAC*
RE: REVISED RESOLUTIONS AUTHORIZING THE ISSUANCE OF SRF LOANS FOR A SOLID WASTE CAPITAL PROJECT
DATE: NOVEMBER 9, 2021

Resolutions authorizing the issuance of State Revolving Loans for a Solid Waste capital project were approved on October 18th. The State of North Dakota PFA requested a minor amendment to clarify the pledging of the Solid Waste revenue for their new loans.

Bond counsel for the City and the State PFA reviewed revised resolution language and it is being presented for final approval.

Suggested Motion:

Approve revised resolutions authorizing the issuance of State Revolving Fund loans for a Solid Waste capital project.

CITY OF FARGO, STATE OF NORTH DAKOTA
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$4,361,000
CITY OF FARGO SOLID WASTE REVENUE BOND, SERIES 2021C

RECITATIONS

The City of Fargo, North Dakota (the "City"), hereby recites that by resolution of its governing body the City has:

1. Found and determined that it is necessary for the City to plan, design and construct a reclamation and redevelopment of the City's former landfill site to expand capacity for disposal, including leachate management and reduction (the "Project").
2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Project and an estimate of the probable cost of the Project.
3. After receiving and approving the engineer's report, directed the engineer to prepare detailed plans and specifications for construction of the Project.
4. Approved the engineer's detailed plans and specifications for construction of the Project and caused a copy of such plans and specifications to be filed in the office of the City Auditor.
5. By publication, advertised for bids for construction of the Project.
6. Opened and made public the bids, entered them in the minutes of the meeting of the governing body at which they were considered and caused them to be kept by the City Auditor.
7. After requiring the engineer to make a careful and detailed statement of the estimated cost of the Project, awarded the contract to the lowest responsible bidder and approved the contractor's performance bond.
8. Applied to the North Dakota Department of Health (the "Department") and the North Dakota Public Finance Authority (the "Public Finance Authority") for financial assistance to finance costs of the Project, which application has been approved.
9. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of revenue bonds and required by the Home Rule Charter and ordinances of the City of Fargo for the purpose of providing money to pay for the cost of the Project in the manner required of the City by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.

RESOLUTION

Be it resolved by the governing body of the City:

SECTION 1.
Sale.

Authorization and

1.01. Ratification of Prior Acts. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the construction and financing of the Project, whether or not reflected in the official minutes and records of the City, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the City which are in any way inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

1.02. Authorization. It is hereby found and determined to be necessary for the City to issue \$4,361,000 in principal amount of its CITY OF FARGO SOLID WASTE REVENUE BOND, SERIES 2021C (the "Municipal Securities"), pursuant to N.D.C.C. ch. 40-35, upon the terms as set forth in this Resolution.

1.03. Offer and Acceptance. The governing body of the City, in response to its application for financial assistance from the Department and the Public Finance Authority, has received an offer from the Public Finance Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Municipal Securities at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in a loan agreement to be entered into between the City and the Public Finance Authority (the "Loan Agreement"). It is hereby found and determined that the offer of the Public Finance Authority to purchase the Municipal Securities is reasonable and advantageous to the City and is hereby accepted, and the Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Public Finance Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

SECTION 2.

Term of Bonds.

2.01. Form. The Municipal Securities issued under this Resolution shall be designated CITY OF FARGO SOLID WASTE REVENUE BOND, SERIES 2021C, and shall be issued to the Public Finance Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.

2.02. Terms. The City authorizes the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$4,361,000, dated the date of issuance and delivery to the Public Finance Authority.

The Municipal Securities shall bear interest commencing on the date of delivery thereof at the rate of 1.50% per year (plus an administrative fee as set out in the Loan Agreement), with principal payable in installments on September 1 of each of the years and in the amounts set forth below. Interest shall be payable semiannually on each March 1 and September 1 commencing March 1, 2022. Interest will be payable only on funds actually advanced to the City by the Public Finance Authority as a draw on the Municipal Securities. The schedule below and attached to the

Municipal Securities will be revised to reflect the actual principal amount loaned to the City at the completion of the Project. The Municipal Security is subject to mandatory sinking fund redemption together with accrued interest to the Redemption Date on September 1 of the following years and in the following principal amounts:

<u>Redemption Date</u> <u>(September 1)</u>	<u>Amount</u>	<u>Redemption Date</u> <u>(September 1)</u>	<u>Amount</u>
2023	\$401,000	2028	\$440,000
2024	405,000	2029	450,000
2025	415,000	2030	460,000
2026	425,000	2031	465,000
2027	430,000	2032*	470,000

*maturity

2.03. Payment to Registered Holders. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the registration books of the registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the registrar.

2.04. Registration. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the North Dakota Public Finance Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the “Bank”), or such other place as may be designated by the Public Finance Authority in writing, delivered to the Registrar. The Bank shall act as Registrar and as such shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.

2.05. Transfer and Exchange. The Municipal Securities are transferable upon the books of the City at the principal office of the Bank of North Dakota, as bond registrar, or a successor bond registrar appointed by the Bank of North Dakota (the “Bond Registrar”), by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Municipal Securities of other authorized denominations. Upon such transfer or exchange, the City will cause new Municipal Securities to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Municipal Securities shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Municipal Securities.

2.06. Registered Owner Deemed Owner. The City, the Bond Registrar and the paying agent may deem and treat the person in whose name any Municipal Securities are registered as the

absolute owner thereof, whether the Municipal Securities are overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City, the Bond Registrar nor the paying agent shall be affected by any notice to the contrary. The City shall pay the fees and expenses of the Bond Registrar and the paying agent.

2.07. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of the City Auditor and when so prepared shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Auditor and shall be authenticated by the manual signature of the Registrar. When the Municipal Securities have been so executed and authenticated, they shall be delivered by the City to the Public Finance Authority.

2.08. Redemption. The Municipal Securities shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Public Finance Authority, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

2.09. Authorization of Related Documents. The Mayor, City Auditor, and other authorized officers of the City are hereby authorized to execute such additional agreements, certificates, and documents required or appropriate in connection with the issuance of the Municipal Securities and the transactions contemplated by the issuance thereof.

2.10. Draws of Municipal Security Proceeds. The proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the City to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority for approval and funding.

SECTION 3.

Source of Payment.

The City hereby dedicates and pledges the Net Revenues of the City's solid waste utility, (the "Solid Waste Utility") to the payment of the principal of and interest on the Municipal Securities on a parity basis with bonds previously issued or to be issued and secured by a pledge of the Net Revenues and permitted herein, provided that, notwithstanding anything else contained in this resolution, for so long as the City's Qualified Energy Conservation Bonds, Series 2015C (the "Series 2015C Bonds") are outstanding, the Tipping Fees, as defined in the resolution adopted September 28, 2015 relating to the Series 2015C Bonds, which constitute a portion of said Net Revenues, shall be pledged to the payment of the Municipal Securities on a subordinate basis to the Series 2015C Bonds. In addition, in conjunction with the issuance of the Municipal Securities, the City will issue its Solid Waste Revenue Bonds, Series 2021B (the "Series 2021B Bonds"; together with the Municipal Securities and any other obligations secured by the Net Revenues on a parity therewith, the "Bonds") in order to finance engineering costs of the Project.

The Net Revenues are to be deposited in the funds set forth in Section 4 hereof.

SECTION 4.

Funds.

4.01. Solid Waste Fund. The City has created, and will maintain, a SOLID WASTE FUND (the "Solid Waste Fund"). The City shall credit and pay to the Solid Waste Fund, as received, the entire gross revenues derived from the operation of the City's Solid Waste Utility, including any future additions thereto and betterments thereof, including all income and receipts derived from rates, fees and charges for services, facilities, products and by-products of the Solid Waste Utility furnished or sold to the City and its inhabitants and all other customers, and for the availability thereof, and from sale of any of the properties of the Solid Waste Utility not necessary to be retained, and from the investment of any of the money so collected. On the books and records of the Solid Waste Fund there shall be established and maintained the following funds as a part of the Solid Waste Fund. Amounts on deposit in the Solid Waste Fund from time to time shall be apportioned among said funds at least once in each calendar month and shall thereafter be held and administered and disbursed from the several funds established in this section.

4.02. Operation and Maintenance Fund. The City has created, and will maintain, an OPERATION AND MAINTENANCE FUND (the "Operation and Maintenance Fund"). Upon each such monthly apportionment, as a first lien and charge on the gross revenue, the City shall transfer to the Operation and Maintenance Fund from amounts on deposit in the Solid Waste Fund such sum as shall be needed, over and above any credit balance held therein, to pay all claims then due and allowed which by accepted accounting practices constitute normal, reasonable and current expenses of operation and maintenance of the utility, and to pay such expenses estimated to accrue for a period of one month, and to maintain a reasonable reserve for contingencies. Monies in the Operation and Maintenance Fund shall be used only to pay expenses of the foregoing type and not for major repairs, replacements, or capital improvements which are properly chargeable to replacement and depreciation reserves or surplus funds. All revenues in excess of such amount deposited to the Operation and Maintenance Fund shall be the Net Revenues (the "Net Revenues") of the Solid Waste Utility.

4.03. Solid Waste Revenue Bond Fund. The City has created, and will maintain, a SOLID WASTE REVENUE BOND FUND (the "Solid Waste Revenue Bond Fund"). Upon each such monthly apportionment, out of the Net Revenues on hand at the time of each such distribution, an amount equal to not less than one-sixth (1/6) of the amount necessary to pay interest which becomes due on the next interest payment dates for the Bonds and an amount equal to not less than one-twelfth (1/12) of the sum of principal payments to become due on the next principal payment dates for the Bonds. These amounts may be reduced by an amount equal to the interest earnings on the Solid Waste Revenue Bond Fund credited to the Solid Waste Revenue Bond Fund subsequent to the last monthly apportionment. If Net Revenues on hand at any time are insufficient to permit the transfer to the Solid Waste Revenue Bond Fund of the full amount so required, such deficiencies shall be restored out of the next Net Revenues thereafter received. There shall also be credited to said fund the accrued interest, if any, paid on each subsequent issue of Additional Bonds and Additional SRF Bonds, if any. The money in said fund shall be solely for the purposes of paying principal of, and premium, if any, and interest on Bonds, as such principal, premium and interest respectively come due. Subordinate Bonds (hereinafter defined) shall not be payable from the Solid Waste Revenue Bond Fund.

In the event Net Revenues on deposit in the Solid Waste Revenue Bond Fund and amounts on deposit in the Surplus Fund available for transfer to the Solid Waste Revenue Bond Fund are insufficient to pay the principal of, and premium, if any, and interest on the Bonds then due, such Net Revenues and the transfers from the Surplus Fund shall be apportioned among each series of Bonds in proportion to the amount of principal, premium, if any, and interest then payable on the Bonds of each series. Transfers from any SRF Reserve Fund, including the Reserve Account established hereunder, shall be applied only to principal, premium, if any, and interest payable on the related series of SRF Bonds.

4.04. Surplus Fund. All surplus Net Revenues from time to time received in excess of the current requirements of the Solid Waste Revenue Bond Fund and any SRF Reserve Fund shall be credited on the books of the City to the Surplus Fund of the Solid Waste Fund, provided that City reserves the right to create additional funds within said fund for the purpose of segregating any of such surplus Net Revenues which may be pledged and appropriated to the payment of any Subordinate Bonds hereafter issued to finance improvements, replacements, or repairs of the Solid Waste Utility, subject to the prior lien on the Net Revenues of the Bonds. Surplus Net Revenues on hand from time to time shall be available and shall be used to the full extent necessary to restore a deficiency in the Operation and Maintenance Fund, the Solid Waste Revenue Bond Fund, the Reserve Account and any other SRF Reserve Fund, but when not so needed may be used to pay for capital improvements, replacements, or repairs to the Solid Waste Utility, or to pay principal and interest on Subordinate Bonds hereafter issued for such purposes, or they may be used to redeem and pay prior to maturity Bonds (other than Subordinate Bonds) when and as such bonds become redeemable according to their terms, or purchase Bonds (other than Subordinate Bonds) in the secondary market when deemed advisable. The City shall maintain in the Surplus Fund such cash or investments as it shall from time to time determine to constitute an adequate reserve for operation or maintenance emergencies and for depreciation and contemplated improvement or replacement of the Solid Waste Utility. At the end of the City's fiscal year, if there are no deficiencies in the Operation and Maintenance Fund, the Solid Waste Revenue Bond Fund, or any SRF Reserve Fund and there is an adequate reserve for operation and maintenance emergencies and for depreciation, contemplated improvements and replacements of the Solid Waste Utility, the City may transfer monies in excess of such requirements to other funds of the City in accordance with and subject to the limitations contained in the ordinances of the City and the provisions of state law.

4.05. Rebate Fund. There is hereby established a Rebate Fund. The City shall from time to time, and as required by Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated in connection therewith, as amended (collectively, the "Code"), calculate the amount of rebate payable with respect to Bonds to the United States of America pursuant to Section 148 of the Code. The City may from time to time, and shall upon payment being due to the United States of America, withdraw the amount of such payment from the Surplus Fund and any SRF Reserve Fund, the Solid Waste Revenue Bond Fund and the Operation and Maintenance Fund, in such order, the amount of such payment notwithstanding any provision to the contrary in this Resolution. Amounts in the Rebate Fund shall be used solely to make required payments to the United States of America and shall not be pledged to the payment of the Bonds. All interest earnings on investments in the Rebate Fund shall be retained in the Rebate Fund.

4.06. Reserve Account. A separate SRF Reserve Fund (the “Reserve Account”) is established within the Solid Waste Fund and shall be funded to the total amount of \$436,100, payable in installments commencing September 1, 2023, which may be reduced proportionately if the final loan amount is less than the approved loan amount of \$4,361,000.

SECTION 5.

Additional Net

Revenues Parity Pledges.

5.01. Parity Bonds. The City reserves the right to issue one or more series of bonds with a parity of lien on the Net Revenues as to both principal and interest with the Bonds (herein referred to as “Additional Bonds”). The term Additional Bonds does not include Subordinate Bonds issued pursuant to Section 5.03 hereof, but does include Additional Bonds issued for refunding purposes. In the event the City shall at any time determine it to be necessary and expedient to issue Additional Bonds to finance capital improvements of the Solid Waste Utility, such Additional Bonds will be made payable from the Net Revenues of the Solid Waste Utility on a parity as to both principal and interest with the then outstanding Bonds. Additional Bonds or Additional SRF Bonds may be issued only if the annual Net Revenues received during the fiscal year of the City next preceding such issuance shall have equaled or exceeded 120% of the average annual principal and interest to become due and payable on all Bonds to be outstanding during the term of the proposed Additional Bonds.

If any of the rates and charges for solid waste service shall have been increased or reduced at any time subsequent to the commencement of the fiscal year immediately preceding the issuance of additional Bonds as contemplated above, the Net Revenues for the period prior to such change shall be deemed, for the purpose of the computation required above, to be those which would have been received by applying the revised rates and charges to the service actually provided during such period, less the estimated amount of decrease in service, if any, due to an increase in said rates and charges, and by deducting from the gross revenues so determined the actual operating expenses of the Solid Waste Utility, together with reasonably expected increases in operating expenses resulting from the improvements financed by such Additional Bonds, as determined by the report of an independent engineer selected by the City, for said period.

So long as Bonds are outstanding pursuant to resolutions which require greater coverage for the issuance of additional parity bonds, the provisions of such resolutions shall govern.

5.02. Additional SRF Bonds. The City reserves the right to issue one or more series of bonds with a parity pledge of Net Revenues (hereinafter referred to as “Additional SRF Bonds”), so long as such bonds can be issued in compliance with the requirements of Section 5.01 or 5.04. The Additional SRF Bonds may be secured by a separate reserve fund (an “SRF Reserve Fund”), funded either by proceeds of such bonds or from Net Revenues, provided such separate reserve fund shall not be a greater amount than that required generally by the Public Finance Authority of the State of North Dakota for its similar loans. All Additional SRF Bonds must be sold to the Public Finance Authority of the State of North Dakota pursuant to its state revolving loan fund program and shall bear interest at rates determined by the City to be less than available on publicly offered Additional Bonds at the time such bonds are issued.

5.03. Subordinate Lien Bonds. Except as authorized in Sections 5.01, 5.02 and 5.03, the City will issue no additional bonds or other obligations of any kind payable from or constituting a lien upon said Net Revenues of the Solid Waste Utility, unless the lien thereof is expressly made junior and subordinate to the lien on the then outstanding Bonds issued hereunder (“Subordinate Bonds”), and such additional bonds or obligations shall not be payable from the Solid Waste Revenue Bond Fund or any SRF Reserve Fund but may be payable from funds permitted to be transferred from the Surplus Fund to other funds of the City pursuant to Section 4.04 of this Resolution.

SECTION 6.
Covenants.

Solid Waste Utility

6.01. Rate Covenant. The City will establish, impose and collect rates and charges for the services, facilities, products, and by-products of the Solid Waste Utility, according to a schedule projected to generate Net Revenues in each fiscal year at least equal to, together with other revenues expected to be available therefor, 120% of the actual annual debt service on all Bonds outstanding, and to pay all amounts owed to any insurer of the Bonds outstanding. If the actual Net Revenues fail to meet this level, the City shall promptly increase its rates and charges to a level so that Net Revenues are projected to meet the required level. Annual debt service shall be determined for each fiscal year on the basis of a bond year ending on the January 1 immediately following the end of each fiscal year.

6.02. Covenant to Maintain Solid Waste Utility. The City will continue to own, operate and maintain the Solid Waste Utility, and will not sell or otherwise dispose of any properties thereof; provided, that any properties of the Solid Waste Utility not essential to continued operation of the Solid Waste Utility in satisfaction of other covenants herein prescribed may be sold or otherwise disposed of at their market value, and the proceeds thereof used to purchase other property required for the Solid Waste Utility or to pay principal and interest on obligations issued with respect to the Solid Waste Utility. The City will continue to maintain the Solid Waste Utility in good and efficient operating condition, supplying solid waste service and facilities to the City and its inhabitants, and will not authorize or enfranchise the establishment of any other utility for such purpose.

6.03. General. The City covenants and agrees with the Holders from time to time of all the Municipal Securities that until all the Municipal Securities are fully discharged as provided in this Resolution, it will continue to hold, maintain and operate the Solid Waste Utility as a public convenience, free from all liens thereon or on the income therefrom, and will maintain, expend and account for its Solid Waste Fund and the several funds therein as provided in Section 4, and will not issue bonds, notes or other indebtedness secured by or payable from the income or revenues of the Solid Waste Utility except upon the conditions and in the manner prescribed in Section 5, and will perform and cause all officers and employees of the City to perform and enforce each and all of the additional covenants and agreements set forth in this Section 6. The City further covenants to cause the Solid Waste Utility to be properly maintained and no free service shall be provided to any person or corporation.

6.04. Competing Service. The City will not establish or enfranchise any other facilities in competition with the facilities of the Solid Waste Utility.

6.05. Property Insurance. The City will cause all buildings, properties, fixtures and equipment constituting a part of the Solid Waste Utility to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of North Dakota, in such amounts as are ordinarily carried, and against loss or damage by such hazards and risks as are ordinarily insured against, by public bodies owning and operating properties of a similar character and size; provided that if at any time the City is unable to obtain insurance, it will obtain insurance in such amounts and against risks as are reasonably obtainable. The proceeds of all such insurance shall be available for the repair, replacement or reconstruction of damaged or destroyed property, and until paid out in making good such loss or damage, are pledged as security for the outstanding Bonds. All insurance proceeds received in excess of the amount required for restoration of the loss or damage compensated thereby shall be and become part of the revenues appropriated to the Solid Waste Fund. If for any reason insurance proceeds are insufficient for the repair, replacement and reconstruction of the insured property, the City shall supply the deficiency from revenues on hand in the Surplus Fund.

6.06. Liability Insurance and Surety Bonds. The City will carry insurance against liability of the City and its employees for damage to persons and property resulting from the operation of the Solid Waste Utility in such amounts as the City determines from time to time to be necessary or advisable by reason of the character and extent of such operation. It will also cause all persons handling money and other assets of the Solid Waste Fund to be adequately bonded for the faithful performance of their duties and to account for and pay over such money to the City. All amounts received under such insurance and bonds shall be applied to the payment of the loss or damage covered thereby. The premiums for all insurance and bonds required by this Section 6.06 and Section 6.05 constitute part of the operating expenses of the Solid Waste Utility, but no insurance liabilities of the City in excess of amounts received under such insurance and bonds shall constitute a lien or charge on revenues or any other assets herein or otherwise pledged to the Solid Waste Fund.

6.07. Cost of Insurance and Accounting. The insurance and fidelity bond premiums and the cost of the bookkeeping and audits herein provided for and of the billings and collection of the gross revenues shall be payable from the Operation and Maintenance Fund.

6.08. General Covenants. The City hereby covenants and agrees with the owners of all outstanding Municipal Securities as follows:

- a. That it will, to the extent the Net Revenues are sufficient, promptly cause the principal and interest on all Municipal Securities to be paid as they become due.
- b. That it will maintain complete books and records relating to the operation of the Solid Waste Utility, the Solid Waste Revenue Bond Fund, Reserve Account, Operation and Maintenance Fund, and Surplus Fund, in accordance with generally accepted accounting principles, and will cause such books and records to be audited annually at the end of each fiscal year, and an audit report prepared and made available for inspection of owners of the Municipal Securities.
- c. That it will not issue bonds or other obligations having a claim superior to the claim of the Municipal Securities upon the Net Revenues of the Solid Waste Utility.

- d. That it will promptly deposit into the Solid Waste Revenue Bond Fund all sums required to be so deposited.
- e. That it will operate the Solid Waste Utility in a sound, efficient and economic manner.

SECTION 7.

Miscellaneous.

7.01. Limited Obligations. The Municipal Securities issued hereunder shall not constitute a charge, lien or encumbrance upon any property of the City, and no holder or holders thereof shall ever have the right to compel any exercise of the taxing power of the City to pay the principal and interest on the Municipal Securities. The principal and interest of the Municipal Securities shall not be a general obligation of the City but are payable solely from the Net Revenues as set forth in this resolution.

7.02. Federal Tax Laws. The City hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the holders of the Municipal Securities of the interest on the Municipal Securities under Section 103 of the Code. The City also covenants that it will not directly or indirectly use or permit the use of any of the proceeds of the Municipal Securities or any other funds or any facilities refinanced thereby or take or omit to take any action which would cause the Municipal Securities to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or "private activity bonds" within the meaning of Section 141 of the Code. The City will comply with all requirements of Section 148 of the Code to the extent applicable to the Municipal Securities. The City shall comply with all requirements set forth in any tax compliance certificate executed in connection with the issuance of the Municipal Securities. The covenants and obligations of the City set forth in this Section 7.02 shall survive the payment, redemption and defeasance of the Municipal Securities until the expiration of all statutes of limitation applicable to the City with respect to the Municipal Securities.

The City recognizes that the provisions of this Section 7.02 are intended to comply with provisions of the Code applicable to the Municipal Securities and if as a result of a change in an applicable section of the Code or in the interpretation thereof, a change in this Section 7.02 shall be permitted or necessary to assure continued compliance with provisions of the Code, then the City shall be empowered to amend this Section 7.02 upon receipt of a written opinion of bond counsel satisfactory of the City to the effect that either (i) such amendment is required to maintain the exclusion from gross income under Section 103 of the Code of interest paid and payable on the Municipal Securities, or (ii) such amendment shall not adversely affect the exclusion from gross income under Section 103 of the Code of interest paid or payable on the Municipal Securities.

This section shall be applicable only to the obligations, covenants, agreements, limitations, conditions and restrictions of and upon the City in relation to the holder of the Municipal Securities.

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Adopted November 15, 2021.

CITY OF FARGO

By: _____
Tim Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

Exhibit A

FORM OF MUNICIPAL SECURITY

UNITED STATES OF AMERICA
 STATE OF NORTH DAKOTA
 COUNTY OF CASS

CITY OF FARGO

SOLID WASTE REVENUE BOND,
 SERIES 2021C

No. R-1 \$4,361,000

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
1.50%	September 1, 2032	[_____], 2021	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: FOUR MILLION THREE HUNDRED SIXTY ONE THOUSAND DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, North Dakota (the "City"), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota, for value received, hereby promises to pay solely from the sources set forth herein to the Registered Owner specified above, or registered assigns, the Principal Amount (set forth above), or such lesser amount actually disbursed to the City, on or before the Maturity Date (set forth above). Interest shall accrue from the Date of Original Issuance at the annual rate of one and one half percent (1.50%), payable on each March 1 and September 1, commencing March 1, 2022. The Principal Amount of this Bond is subject to mandatory redemption on the dates and in the amounts set forth in Attachment A to this Municipal Security, which Attachment A shall be revised in accordance with Section 2.02 of the Loan Agreement in the event funds are advanced to the City less than as originally set forth in the Loan Agreement. The City hereby promises to pay the Administrative Fee, as defined in the Loan Agreement (being one half of one percent (0.50%) per annum on the outstanding principal amount of the Bond), payable semi-annually on each March 1 and September 1. All payments due with respect to this Bond are payable in lawful money of the United States of America at the main office of the Bank of North Dakota, in Bismarck, North Dakota, as paying agent and Registrar under the Resolution hereinafter described or of its successor as such. Interest shall be paid by check or draft mailed to the Registered Owner at the Owner's address set forth on the registration books or by wire or other electronic funds transfer.

This Municipal Security is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including N.D.C.C. ch. 40-35 (the "Act"), and pursuant to a Resolution (the "Resolution") and a Loan Agreement (the "Loan Agreement") adopted and entered into by the City. Reference is hereby made to the Resolution and the Loan Agreement for

a description of the funds and accounts pledged to the payment of the Municipal Securities and the rights of the Registered Owner of the Municipal Securities. The principal and interest payments for this Bond and the Administrative Fee payable hereunder, if any, are not general obligations of the City, but are payable solely from Net Revenues received by the City from the operation of the solid waste utility of the City of Fargo and from any future additions thereto and betterments thereof.

This Municipal Security is transferable, as provided in the Resolution and the Loan Agreement, only upon books of the City kept by the Bank of North Dakota, as bond registrar, by the Registered Owner hereof in person or by the Owner's duly authorized attorney, or it may be surrendered in exchange for new Municipal Securities of the same aggregate principal amount, maturity and interest rate, as provided in the Resolution.

This Municipal Security shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Registered Owner, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

It is further certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of North Dakota to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Municipal Securities have been performed in due time, form and manner as required by law; and that the issuance of the Municipal Securities is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Municipal Securities to be executed in its name by the manual or facsimile signatures of its Mayor and of its City Auditor, all as of the Date of Original Issue set forth above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Tim Mahoney
Mayor

ATTEST:

Steven Sprague, City
Auditor

CERTIFICATE OF AUTHENTICATION

This Municipal Security is one of the Municipal Securities described in and issued under the provisions of the within-mentioned Resolution.

BANK OF NORTH DAKOTA

By: _____
Authorized Representative

ASSIGNMENT

For Value received the undersigned hereby sells, assigns and transfers unto _____ the within-mentioned Municipal Security and hereby irrevocably constitutes and appoints _____ attorney-in-fact, to transfer the same on the books of registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Social Security or other identifying number of Assignee

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Municipal Security in every particular, without alteration or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

ATTACHMENT A

Cran Water Loan Info PRELIMINARY	
Loan #	121
Loan	Fargo
Interest Rate	1.50%
Administrative Fee	0.50%
Loan Request	4,361,000.00
Loan Amount	4,361,000.00
Fully Funded Amount	0.00
Assistance Documentation	5,000.00
Credit Rating	NR
Security Type	Revenue
Closing Date	9/15/2021
First Maturity	9/1/2023
Term	10
Final Maturity	9/1/2032
First Interest	3/1/2023
First Interest Payment	15,000.00
First Admin. Payment	5,000.00
Debt Service Reserve Fund	436,100.00
First DSRF Payment	9/1/2023

Project Description
Landfill Reclamation - Construction

Date	Principal	Interest	Total Principal & Interest	Annual P&I Payment	Outstanding Balance	Admin Fee	Total Payment	Annual Total Payment
3/1/2022	-	15,000.00	15,000.00	-	4,361,000.00	-	-	-
9/1/2022	-	32,707.50	32,707.50	-	4,361,000.00	5,000.00	20,000.00	-
3/1/2023	-	32,707.50	32,707.50	47,707.50	4,361,000.00	10,902.50	43,610.00	63,610.00
9/1/2023	401,000.00	32,707.50	433,707.50	-	4,361,000.00	10,902.50	43,610.00	-
3/1/2024	-	29,700.00	29,700.00	466,415.00	3,960,000.00	10,902.50	444,610.00	488,220.00
9/1/2024	405,000.00	29,700.00	434,700.00	-	3,960,000.00	9,900.00	39,600.00	-
3/1/2025	-	26,662.50	26,662.50	464,400.00	3,555,000.00	9,900.00	444,600.00	484,200.00
9/1/2025	415,000.00	26,662.50	441,662.50	-	3,555,000.00	8,887.50	35,550.00	-
3/1/2026	-	23,550.00	23,550.00	468,325.00	3,140,000.00	8,887.50	450,550.00	486,100.00
9/1/2026	425,000.00	23,550.00	448,550.00	-	3,140,000.00	7,850.00	31,400.00	-
3/1/2027	-	20,362.50	20,362.50	472,160.00	2,715,000.00	7,850.00	356,400.00	487,800.00
9/1/2027	430,000.00	20,362.50	450,362.50	-	2,715,000.00	6,787.50	27,150.00	-
3/1/2028	-	17,137.50	17,137.50	470,725.00	2,285,000.00	6,787.50	457,150.00	484,300.00
9/1/2028	440,000.00	17,137.50	457,137.50	-	2,285,000.00	5,712.50	22,850.00	-
3/1/2029	-	13,837.50	13,837.50	474,275.00	1,845,000.00	5,712.50	461,850.00	485,700.00
9/1/2029	450,000.00	13,837.50	463,837.50	-	1,845,000.00	4,612.50	18,450.00	-
3/1/2030	-	10,462.50	10,462.50	477,675.00	1,395,000.00	4,612.50	468,450.00	486,900.00
9/1/2030	460,000.00	10,462.50	470,462.50	-	1,395,000.00	3,487.50	13,950.00	-
3/1/2031	-	7,012.50	7,012.50	480,925.00	935,000.00	3,487.50	473,950.00	487,900.00
9/1/2031	465,000.00	7,012.50	472,012.50	-	935,000.00	2,337.50	8,350.00	-
3/1/2032	-	3,525.00	3,525.00	478,025.00	470,000.00	2,337.50	474,350.00	483,700.00
9/1/2032	470,000.00	3,525.00	473,525.00	-	470,000.00	1,175.00	4,700.00	-
Total	\$ 4,361,000.00	\$ 417,622.50	\$ 4,778,622.50	\$ 4,778,622.50	\$ -	\$ 138,207.50	\$ 4,917,830.00	\$ 4,917,830.00

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on November 15, 2021, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this __ day of _____, 2021.

City Auditor

(SEAL)

CITY OF FARGO, STATE OF NORTH DAKOTA

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$259,000
CITY OF FARGO SOLID WASTE REVENUE BOND, SERIES 2021B

RECITATIONS

The City of Fargo, North Dakota (the "City"), hereby recites that by resolution of its governing body the City has:

1. Found and determined that it is necessary for the City to plan, design and construct a reclamation and redevelopment of the City's former landfill site to expand capacity for disposal, including leachate management and reduction (the "Redevelopment").
2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Redevelopment and an estimate of the probable cost of the Redevelopment.
3. After receiving and approving the engineer's report, directed the engineer to prepare detailed plans and specifications for construction of the Redevelopment.
4. Approved the engineer's detailed plans and specifications for construction of the Redevelopment and caused a copy of such plans and specifications to be filed in the office of the City Auditor.
5. Applied to the North Dakota Department of Health (the "Department") and the North Dakota Public Finance Authority (the "Public Finance Authority") for financial assistance to finance engineering costs (the "Project") of the Redevelopment, which application has been approved.
6. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of revenue bonds and required by the Home Rule Charter and ordinances of the City of Fargo for the purpose of providing money to pay for the cost of the Project in the manner required of the City by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.

RESOLUTION

Be it resolved by the governing body of the City:

SECTION 1.
Sale.

Authorization and

1.01. Ratification of Prior Acts. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the construction and financing of the Project, whether or not reflected in the official minutes and records of the City, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the City which are in any way

inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

1.02. Authorization. It is hereby found and determined to be necessary for the City to issue \$259,000 in principal amount of its CITY OF FARGO SOLID WASTE REVENUE BOND, SERIES 2021B (the "Municipal Securities"), pursuant to N.D.C.C. ch. 40-35, upon the terms as set forth in this Resolution.

1.03. Offer and Acceptance. The governing body of the City, in response to its application for financial assistance from the Department and the Public Finance Authority, has received an offer from the Public Finance Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Municipal Securities at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in a loan agreement to be entered into between the City and the Public Finance Authority (the "Loan Agreement"). It is hereby found and determined that the offer of the Public Finance Authority to purchase the Municipal Securities is reasonable and advantageous to the City and is hereby accepted, and the Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Public Finance Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

SECTION 2.

Term of Bonds.

2.01. Form. The Municipal Securities issued under this Resolution shall be designated CITY OF FARGO SOLID WASTE REVENUE BOND, SERIES 2021B, and shall be issued to the Public Finance Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.

2.02. Terms. The City authorizes the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$259,000, dated the date of issuance and delivery to the Public Finance Authority.

The Municipal Securities shall bear interest commencing on the date of delivery thereof at the rate of 0.00% per year, with principal payable in installments on September 1 of each of the years and in the amounts set forth below. Interest will be payable only on funds actually advanced to the City by the Public Finance Authority as a draw on the Municipal Securities. The schedule below and attached to the Municipal Securities will be revised to reflect the actual principal amount loaned to the City at the completion of the Project. The Municipal Security is subject to mandatory sinking fund redemption together with accrued interest to the Redemption Date on September 1 of the following years and in the following principal amounts:

<u>Redemption Date</u> <u>(September 1)</u>	<u>Amount</u>	<u>Redemption Date</u> <u>(September 1)</u>	<u>Amount</u>
2023	\$ 29,000	2028	\$25,000
2024	25,000	2029	25,000
2025	25,000	2030	25,000
2026	25,000	2031	25,000
2027	25,000	2032*	30,000

*maturity

2.03. Payment to Registered Holders. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the registration books of the registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the registrar.

2.04. Registration. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the North Dakota Public Finance Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the "Bank"), or such other place as may be designated by the Public Finance Authority in writing, delivered to the Registrar. The Bank shall act as Registrar and as such shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.

2.05. Transfer and Exchange. The Municipal Securities are transferable upon the books of the City at the principal office of the Bank of North Dakota, as bond registrar, or a successor bond registrar appointed by the Bank of North Dakota (the "Bond Registrar"), by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Municipal Securities of other authorized denominations. Upon such transfer or exchange, the City will cause new Municipal Securities to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Municipal Securities shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Municipal Securities.

2.06. Registered Owner Deemed Owner. The City, the Bond Registrar and the paying agent may deem and treat the person in whose name any Municipal Securities are registered as the absolute owner thereof, whether the Municipal Securities are overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City, the Bond Registrar nor the paying agent shall be affected by any notice to the contrary. The City shall pay the fees and expenses of the Bond Registrar and the paying agent.

2.07. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of the City Auditor and when so prepared shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Auditor and shall be authenticated by the manual signature of the Registrar. When the Municipal Securities have been so executed and authenticated, they shall be delivered by the City to the Public Finance Authority.

2.08. Redemption. The Municipal Securities shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Public Finance Authority, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

2.09. Authorization of Related Documents. The Mayor, City Auditor, and other authorized officers of the City are hereby authorized to execute such additional agreements, certificates, and documents required or appropriate in connection with the issuance of the Municipal Securities and the transactions contemplated by the issuance thereof.

2.10. Draws of Municipal Security Proceeds. The proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the City to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority for approval and funding.

SECTION 3.

Source of Payment.

The City hereby dedicates and pledges the Net Revenues (as defined in Section 4.02 hereof) of the City's solid waste utility (the "Solid Waste Utility") to the payment of the principal of and interest on the Municipal Securities on a parity basis with bonds previously issued or to be issued and secured by a pledge of the Net Revenues and permitted herein, provided that, notwithstanding anything else contained in this resolution, for so long as the City's Qualified Energy Conservation Bonds, Series 2015C (the "Series 2015C Bonds") are outstanding, the Tipping Fees, as defined in the resolution adopted September 28, 2015 relating to the Series 2015C Bonds, which constitute a portion of said Net Revenues, shall be pledged to the payment of the Municipal Securities on a subordinate basis to the Series 2015C Bonds. In addition, in conjunction with the issuance of the Municipal Securities, the City will issue its Solid Waste Revenue Bonds, Series 2021C (the "Series 2021C Bonds"; together with the Municipal Securities and any other obligations secured by the Net Revenues on a parity therewith, the "Bonds") in order to finance costs of the Redevelopment.

The Net Revenues are to be deposited in the funds set forth in Section 4 hereof.

SECTION 4.

Funds.

4.01. Solid Waste Fund. The City has created, and will maintain, a SOLID WASTE FUND (the "Solid Waste Fund"). The City shall credit and pay to the Solid Waste Fund, as received, the entire gross revenues derived from the operation of the City's Solid Waste Utility, including any future additions thereto and betterments thereof, including all income and receipts derived from rates, fees and charges for services, facilities, products and by-products of the Solid Waste Utility

furnished or sold to the City and its inhabitants and all other customers, and for the availability thereof, and from sale of any of the properties of the Solid Waste Utility not necessary to be retained, and from the investment of any of the money so collected. On the books and records of the Solid Waste Fund there shall be established and maintained the following funds as a part of the Solid Waste Fund. Amounts on deposit in the Solid Waste Fund from time to time shall be apportioned among said funds at least once in each calendar month and shall thereafter be held and administered and disbursed from the several funds established in this section.

4.02. Operation and Maintenance Fund. The City has created, and will maintain, an OPERATION AND MAINTENANCE FUND (the "Operation and Maintenance Fund"). Upon each such monthly apportionment, as a first lien and charge on the gross revenue, the City shall transfer to the Operation and Maintenance Fund from amounts on deposit in the Solid Waste Fund such sum as shall be needed, over and above any credit balance held therein, to pay all claims then due and allowed which by accepted accounting practices constitute normal, reasonable and current expenses of operation and maintenance of the utility, and to pay such expenses estimated to accrue for a period of one month, and to maintain a reasonable reserve for contingencies. Monies in the Operation and Maintenance Fund shall be used only to pay expenses of the foregoing type and not for major repairs, replacements, or capital improvements which are properly chargeable to replacement and depreciation reserves or surplus funds. All revenues in excess of such amount deposited to the Operation and Maintenance Fund shall be the Net Revenues (the "Net Revenues") of the Solid Waste Utility.

4.03. Solid Waste Revenue Bond Fund. The City has created, and will maintain, a SOLID WASTE REVENUE BOND FUND (the "Solid Waste Revenue Bond Fund"). Upon each such monthly apportionment, out of the Net Revenues on hand at the time of each such distribution, an amount equal to not less than one-sixth ($1/6$) of the amount necessary to pay interest which becomes due on the next interest payment dates for the Bonds and an amount equal to not less than one-twelfth ($1/12$) of the sum of principal payments to become due on the next principal payment dates for the Bonds. These amounts may be reduced by an amount equal to the interest earnings on the Solid Waste Revenue Bond Fund credited to the Solid Waste Revenue Bond Fund subsequent to the last monthly apportionment. If Net Revenues on hand at any time are insufficient to permit the transfer to the Solid Waste Revenue Bond Fund of the full amount so required, such deficiencies shall be restored out of the next Net Revenues thereafter received. There shall also be credited to said fund the accrued interest, if any, paid on each subsequent issue of Additional Bonds and Additional SRF Bonds, if any. The money in said fund shall be solely for the purposes of paying principal of, and premium, if any, and interest on Bonds, as such principal, premium and interest respectively come due. Subordinate Bonds (hereinafter defined) shall not be payable from the Solid Waste Revenue Bond Fund.

In the event Net Revenues on deposit in the Solid Waste Revenue Bond Fund and amounts on deposit in the Surplus Fund available for transfer to the Solid Waste Revenue Bond Fund are insufficient to pay the principal of, and premium, if any, and interest on the Bonds then due, such Net Revenues and the transfers from the Surplus Fund shall be apportioned among each series of Bonds in proportion to the amount of principal, premium, if any, and interest then payable on the Bonds of each series. Transfers from any SRF Reserve Fund, including the Reserve Account established hereunder, shall be applied only to principal, premium, if any, and interest payable on the related series of SRF Bonds.

4.04. Surplus Fund. All surplus Net Revenues from time to time received in excess of the current requirements of the Solid Waste Revenue Bond Fund and any SRF Reserve Fund shall be credited on the books of the City to the Surplus Fund of the Solid Waste Fund, provided that City reserves the right to create additional funds within said fund for the purpose of segregating any of such surplus Net Revenues which may be pledged and appropriated to the payment of any Subordinate Bonds hereafter issued to finance improvements, replacements, or repairs of the Solid Waste Utility, subject to the prior lien on the Net Revenues of the Bonds. Surplus Net Revenues on hand from time to time shall be available and shall be used to the full extent necessary to restore a deficiency in the Operation and Maintenance Fund, the Solid Waste Revenue Bond Fund, the Reserve Account and any other SRF Reserve Fund, but when not so needed may be used to pay for capital improvements, replacements, or repairs to the Solid Waste Utility, or to pay principal and interest on Subordinate Bonds hereafter issued for such purposes, or they may be used to redeem and pay prior to maturity Bonds (other than Subordinate Bonds) when and as such bonds become redeemable according to their terms, or purchase Bonds (other than Subordinate Bonds) in the secondary market when deemed advisable. The City shall maintain in the Surplus Fund such cash or investments as it shall from time to time determine to constitute an adequate reserve for operation or maintenance emergencies and for depreciation and contemplated improvement or replacement of the Solid Waste Utility. At the end of the City's fiscal year, if there are no deficiencies in the Operation and Maintenance Fund, the Solid Waste Revenue Bond Fund, or any SRF Reserve Fund and there is an adequate reserve for operation and maintenance emergencies and for depreciation, contemplated improvements and replacements of the Solid Waste Utility, the City may transfer monies in excess of such requirements to other funds of the City in accordance with and subject to the limitations contained in the ordinances of the City and the provisions of state law.

4.05. Rebate Fund. There is hereby established a Rebate Fund. The City shall from time to time, and as required by Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated in connection therewith, as amended (collectively, the "Code"), calculate the amount of rebate payable with respect to Bonds to the United States of America pursuant to Section 148 of the Code. The City may from time to time, and shall upon payment being due to the United States of America, withdraw the amount of such payment from the Surplus Fund and any SRF Reserve Fund, the Solid Waste Revenue Bond Fund and the Operation and Maintenance Fund, in such order, the amount of such payment notwithstanding any provision to the contrary in this Resolution. Amounts in the Rebate Fund shall be used solely to make required payments to the United States of America and shall not be pledged to the payment of the Bonds. All interest earnings on investments in the Rebate Fund shall be retained in the Rebate Fund.

4.06. Reserve Account. A separate SRF Reserve Fund (the "Reserve Account") is established within the Solid Waste Fund and shall be funded to the total amount of \$25,900, payable on September 1, 2023, which may be reduced proportionately if the final loan amount is less than the approved loan amount of \$259,000.

SECTION 5.
Revenues Parity Pledges.

Additional _____ Net

5.01. Parity Bonds. The City reserves the right to issue one or more series of bonds with a parity of lien on the Net Revenues as to both principal and interest with the Bonds (herein referred

to as "Additional Bonds"). The term Additional Bonds does not include Subordinate Bonds issued pursuant to Section 5.03 hereof, but does include Additional Bonds issued for refunding purposes. In the event the City shall at any time determine it to be necessary and expedient to issue Additional Bonds to finance capital improvements of the Solid Waste Utility, such Additional Bonds will be made payable from the Net Revenues of the Solid Waste Utility on a parity as to both principal and interest with the then outstanding Bonds. Additional Bonds or Additional SRF Bonds may be issued only if the annual Net Revenues received during the fiscal year of the City next preceding such issuance shall have equaled or exceeded 120% of the average annual principal and interest to become due and payable on all Bonds to be outstanding during the term of the proposed Additional Bonds.

If any of the rates and charges for solid waste service shall have been increased or reduced at any time subsequent to the commencement of the fiscal year immediately preceding the issuance of additional Bonds as contemplated above, the Net Revenues for the period prior to such change shall be deemed, for the purpose of the computation required above, to be those which would have been received by applying the revised rates and charges to the service actually provided during such period, less the estimated amount of decrease in service, if any, due to an increase in said rates and charges, and by deducting from the gross revenues so determined the actual operating expenses of the Solid Waste Utility, together with reasonably expected increases in operating expenses resulting from the improvements financed by such Additional Bonds, as determined by the report of an independent engineer selected by the City, for said period.

So long as Bonds are outstanding pursuant to resolutions which require greater coverage for the issuance of additional parity bonds, the provisions of such resolutions shall govern.

5.02. Additional SRF Bonds. The City reserves the right to issue one or more series of bonds with a parity pledge of Net Revenues (hereinafter referred to as "Additional SRF Bonds"), so long as such bonds can be issued in compliance with the requirements of Section 5.01 or 5.04. The Additional SRF Bonds may be secured by a separate reserve fund (an "SRF Reserve Fund"), funded either by proceeds of such bonds or from Net Revenues, provided such separate reserve fund shall not be a greater amount than that required generally by the Public Finance Authority of the State of North Dakota for its similar loans. All Additional SRF Bonds must be sold to the Public Finance Authority of the State of North Dakota pursuant to its state revolving loan fund program and shall bear interest at rates determined by the City to be less than available on publicly offered Additional Bonds at the time such bonds are issued.

5.03. Subordinate Lien Bonds. Except as authorized in Sections 5.01, 5.02 and 5.03, the City will issue no additional bonds or other obligations of any kind payable from or constituting a lien upon said Net Revenues of the Solid Waste Utility, unless the lien thereof is expressly made junior and subordinate to the lien on the then outstanding Bonds issued hereunder ("Subordinate Bonds"), and such additional bonds or obligations shall not be payable from the Solid Waste Revenue Bond Fund or any SRF Reserve Fund but may be payable from funds permitted to be transferred from the Surplus Fund to other funds of the City pursuant to Section 4.04 of this Resolution.

SECTION 6.
Covenants.

Solid Waste Utility

6.01. Rate Covenant. The City will establish, impose and collect rates and charges for the services, facilities, products, and by-products of the Solid Waste Utility, according to a schedule projected to generate Net Revenues in each fiscal year at least equal to, together with other revenues expected to be available therefor, 120% of the actual annual debt service on all Bonds outstanding, and to pay all amounts owed to any insurer of the Bonds outstanding. If the actual Net Revenues fail to meet this level, the City shall promptly increase its rates and charges to a level so that Net Revenues are projected to meet the required level. Annual debt service shall be determined for each fiscal year on the basis of a bond year ending on the January 1 immediately following the end of each fiscal year.

6.02. Covenant to Maintain Solid Waste Utility. The City will continue to own, operate and maintain the Solid Waste Utility, and will not sell or otherwise dispose of any properties thereof; provided, that any properties of the Solid Waste Utility not essential to continued operation of the Solid Waste Utility in satisfaction of other covenants herein prescribed may be sold or otherwise disposed of at their market value, and the proceeds thereof used to purchase other property required for the Solid Waste Utility or to pay principal and interest on obligations issued with respect to the Solid Waste Utility. The City will continue to maintain the Solid Waste Utility in good and efficient operating condition, supplying solid waste service and facilities to the City and its inhabitants, and will not authorize or enfranchise the establishment of any other utility for such purpose.

6.03. General. The City covenants and agrees with the Holders from time to time of all the Municipal Securities that until all the Municipal Securities are fully discharged as provided in this Resolution, it will continue to hold, maintain and operate the Solid Waste Utility as a public convenience, free from all liens thereon or on the income therefrom, and will maintain, expend and account for its Solid Waste Fund and the several funds therein as provided in Section 4, and will not issue bonds, notes or other indebtedness secured by or payable from the income or revenues of the Solid Waste Utility except upon the conditions and in the manner prescribed in Section 5, and will perform and cause all officers and employees of the City to perform and enforce each and all of the additional covenants and agreements set forth in this Section 6. The City further covenants to cause the Solid Waste Utility to be properly maintained and no free service shall be provided to any person or corporation.

6.04. Competing Service. The City will not establish or enfranchise any other facilities in competition with the facilities of the Solid Waste Utility.

6.05. Property Insurance. The City will cause all buildings, properties, fixtures and equipment constituting a part of the Solid Waste Utility to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of North Dakota, in such amounts as are ordinarily carried, and against loss or damage by such hazards and risks as are ordinarily insured against, by public bodies owning and operating properties of a similar character and size; provided that if at any time the City is unable to obtain insurance, it will obtain insurance in such amounts and against risks as are reasonably obtainable. The proceeds of all such insurance shall be available for the repair, replacement or reconstruction of damaged or destroyed property, and until

paid out in making good such loss or damage, are pledged as security for the outstanding Bonds. All insurance proceeds received in excess of the amount required for restoration of the loss or damage compensated thereby shall be and become part of the revenues appropriated to the Solid Waste Fund. If for any reason insurance proceeds are insufficient for the repair, replacement and reconstruction of the insured property, the City shall supply the deficiency from revenues on hand in the Surplus Fund.

6.06. Liability Insurance and Surety Bonds. The City will carry insurance against liability of the City and its employees for damage to persons and property resulting from the operation of the Solid Waste Utility in such amounts as the City determines from time to time to be necessary or advisable by reason of the character and extent of such operation. It will also cause all persons handling money and other assets of the Solid Waste Fund to be adequately bonded for the faithful performance of their duties and to account for and pay over such money to the City. All amounts received under such insurance and bonds shall be applied to the payment of the loss or damage covered thereby. The premiums for all insurance and bonds required by this Section 6.06 and Section 6.05 constitute part of the operating expenses of the Solid Waste Utility, but no insurance liabilities of the City in excess of amounts received under such insurance and bonds shall constitute a lien or charge on revenues or any other assets herein or otherwise pledged to the Solid Waste Fund.

6.07. Cost of Insurance and Accounting. The insurance and fidelity bond premiums and the cost of the bookkeeping and audits herein provided for and of the billings and collection of the gross revenues shall be payable from the Operation and Maintenance Fund.

6.08. General Covenants. The City hereby covenants and agrees with the owners of all outstanding Municipal Securities as follows:

- a. That it will, to the extent the Net Revenues are sufficient, promptly cause the principal and interest on all Municipal Securities to be paid as they become due.
- b. That it will maintain complete books and records relating to the operation of the Solid Waste Utility, the Solid Waste Revenue Bond Fund, Reserve Account, Operation and Maintenance Fund, and Surplus Fund, in accordance with generally accepted accounting principles, and will cause such books and records to be audited annually at the end of each fiscal year, and an audit report prepared and made available for inspection of owners of the Municipal Securities.
- c. That it will not issue bonds or other obligations having a claim superior to the claim of the Municipal Securities upon the Net Revenues of the Solid Waste Utility.
- d. That it will promptly deposit into the Solid Waste Revenue Bond Fund all sums required to be so deposited.
- e. That it will operate the Solid Waste Utility in a sound, efficient and economic manner.

SECTION 7.

Miscellaneous.

7.01. Limited Obligations. The Municipal Securities issued hereunder shall not constitute a charge, lien or encumbrance upon any property of the City, and no holder or holders thereof shall ever have the right to compel any exercise of the taxing power of the City to pay the principal and interest on the Municipal Securities. The principal and interest of the Municipal Securities shall not be a general obligation of the City but are payable solely from the Net Revenues as set forth in this resolution.

7.02. Federal Tax Laws. The City hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the holders of the Municipal Securities of the interest on the Municipal Securities under Section 103 of the Code. The City also covenants that it will not directly or indirectly use or permit the use of any of the proceeds of the Municipal Securities or any other funds or any facilities refinanced thereby or take or omit to take any action which would cause the Municipal Securities to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or "private activity bonds" within the meaning of Section 141 of the Code. The City will comply with all requirements of Section 148 of the Code to the extent applicable to the Municipal Securities. The City shall comply with all requirements set forth in any tax compliance certificate executed in connection with the issuance of the Municipal Securities. The covenants and obligations of the City set forth in this Section 7.02 shall survive the payment, redemption and defeasance of the Municipal Securities until the expiration of all statutes of limitation applicable to the City with respect to the Municipal Securities.

The City recognizes that the provisions of this Section 7.02 are intended to comply with provisions of the Code applicable to the Municipal Securities and if as a result of a change in an applicable section of the Code or in the interpretation thereof, a change in this Section 7.02 shall be permitted or necessary to assure continued compliance with provisions of the Code, then the City shall be empowered to amend this Section 7.02 upon receipt of a written opinion of bond counsel satisfactory of the City to the effect that either (i) such amendment is required to maintain the exclusion from gross income under Section 103 of the Code of interest paid and payable on the Municipal Securities, or (ii) such amendment shall not adversely affect the exclusion from gross income under Section 103 of the Code of interest paid or payable on the Municipal Securities.

This section shall be applicable only to the obligations, covenants, agreements, limitations, conditions and restrictions of and upon the City in relation to the holder of the Municipal Securities.

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Adopted November 15, 2021.

CITY OF FARGO

By: _____
Tim Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

FORM OF MUNICIPAL SECURITY

UNITED STATES OF AMERICA
 STATE OF NORTH DAKOTA
 COUNTY OF CASS

CITY OF FARGO

SOLID WASTE REVENUE BOND,
 SERIES 2021B

No. R-1 \$259,000

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
0.00%	September 1, 2032	[_____], 2021	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: TWO HUNDRED FIFTY NINE THOUSAND DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, North Dakota (the "City"), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota, for value received, hereby promises to pay solely from the sources set forth herein to the Registered Owner specified above, or registered assigns, the Principal Amount (set forth above), or such lesser amount actually disbursed to the City, on or before the Maturity Date (set forth above). Interest shall accrue from the Date of Original Issuance at the annual rate of zero percent (0.00%). The Principal Amount of this Bond is subject to mandatory redemption on the dates and in the amounts set forth in Attachment A to this Municipal Security, which Attachment A shall be revised in accordance with Section 2.02 of the Loan Agreement in the event funds are advanced to the City less than as originally set forth in the Loan Agreement. All payments due with respect to this Bond are payable in lawful money of the United States of America at the main office of the Bank of North Dakota, in Bismarck, North Dakota, as paying agent and Registrar under the Resolution hereinafter described or of its successor as such. Interest shall be paid by check or draft mailed to the Registered Owner at the Owner's address set forth on the registration books or by wire or other electronic funds transfer.

This Municipal Security is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including N.D.C.C. ch. 40-35 (the "Act"), and pursuant to a Resolution (the "Resolution") and a Loan Agreement (the "Loan Agreement") adopted and entered into by the City. Reference is hereby made to the Resolution and the Loan Agreement for a description of the Funds and Accounts pledged to the payment of the Municipal Securities and the rights of the Registered Owner of the Municipal Securities. The principal and interest payments for this Bond and the Administrative Fee payable hereunder, if any, are not general obligations of the City, but are payable solely from Net Revenues received by the City from the

operation of the solid waste facility of the City of Fargo and from any future additions thereto and betterments thereof.

This Municipal Security is transferable, as provided in the Resolution and the Loan Agreement, only upon books of the City kept by the Bank of North Dakota, as bond registrar, by the Registered Owner hereof in person or by the Owner's duly authorized attorney, or it may be surrendered in exchange for new Municipal Securities of the same aggregate principal amount, maturity and interest rate, as provided in the Resolution.

This Municipal Security shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Registered Owner, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

It is further certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of North Dakota to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Municipal Securities have been performed in due time, form and manner as required by law; and that the issuance of the Municipal Securities is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Municipal Securities to be executed in its name by the manual or facsimile signatures of its Mayor and of its City Auditor, all as of the Date of Original Issue set forth above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Tim Mahoney
Mayor

ATTEST:

Steven Sprague, City
Auditor

CERTIFICATE OF AUTHENTICATION

This Municipal Security is one of the Municipal Securities described in and issued under the provisions of the within-mentioned Resolution.

BANK OF NORTH DAKOTA

By: _____
Authorized Representative

ASSIGNMENT

For Value received the undersigned hereby sells, assigns and transfers unto _____ the within-mentioned Municipal Security and hereby irrevocably constitutes and appoints _____ attorney-in-fact, to transfer the same on the books of registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Social Security or other identifying number of Assignee

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Municipal Security in every particular, without alteration or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

ATTACHMENT A

Clean Water Loan Info PRELIMINARY	
Loan #	122
Loan	Fargo
Interest Rate	0.00%
Administration Fee	0.00%
Loan Request	259,000.00
Loan Amount	259,000.00
Fully Funded Amount	0.00
Issuance Denomination	5,000.00
Credit Rating	NR
Security Type	Revenue
Closing Date	9/15/2021
First Maturity	9/1/2023
Term	10
Final Maturity	9/1/2032
First Interest Payment	3/1/2022
First Interest Payment	0.00
First Admin. Payment	0.00
Debt Service Reserve Fund	25,000.00
First DSRF Payment	9/1/2023

Project Description
Local Sewer Rehabilitation - Engineering

Date	Principal	Interest	Total Principal & Interest	Annual P&I Payment	Outstanding Balance	Admin. Fee	Total Payment	Annual Total Payment
					259,000.00			
3-1-2022	-	-	-	-	259,000.00	-	-	-
9-1-2022	-	-	-	-	259,000.00	-	-	-
3-1-2023	-	-	-	-	259,000.00	-	-	-
9-1-2023	29,000.00	-	29,000.00	29,000.00	230,000.00	-	29,000.00	29,000.00
3-1-2024	-	-	-	-	230,000.00	-	-	-
9-1-2024	25,000.00	-	25,000.00	25,000.00	205,000.00	-	25,000.00	25,000.00
3-1-2025	-	-	-	-	205,000.00	-	-	-
9-1-2025	25,000.00	-	25,000.00	25,000.00	180,000.00	-	25,000.00	25,000.00
3-1-2026	-	-	-	-	180,000.00	-	-	-
9-1-2026	25,000.00	-	25,000.00	25,000.00	155,000.00	-	25,000.00	25,000.00
3-1-2027	-	-	-	-	155,000.00	-	-	-
9-1-2027	25,000.00	-	25,000.00	25,000.00	130,000.00	-	25,000.00	25,000.00
3-1-2028	-	-	-	-	130,000.00	-	-	-
9-1-2028	25,000.00	-	25,000.00	25,000.00	105,000.00	-	25,000.00	25,000.00
3-1-2029	-	-	-	-	105,000.00	-	-	-
9-1-2029	25,000.00	-	25,000.00	25,000.00	80,000.00	-	25,000.00	25,000.00
3-1-2030	-	-	-	-	80,000.00	-	-	-
9-1-2030	25,000.00	-	25,000.00	25,000.00	55,000.00	-	25,000.00	25,000.00
3-1-2031	-	-	-	-	55,000.00	-	-	-
9-1-2031	25,000.00	-	25,000.00	25,000.00	30,000.00	-	25,000.00	25,000.00
3-1-2032	-	-	-	-	30,000.00	-	-	-
9-1-2032	30,000.00	-	30,000.00	30,000.00	-	-	30,000.00	30,000.00
Total	\$ 259,000.00	\$ -	\$ 259,000.00	\$ 259,000.00		\$ -	\$ 259,001.00	\$ 259,000.00

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on November 15, 2021, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this ___ day of _____, 2021.

City Auditor

(SEAL)

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CITY OF FARGO, NORTH DAKOTA
FINANCIAL STATUS REPORT - MAJOR OPERATING FUNDS
2021 - YEAR TO DATE ENDING THROUGH 10/31/2021
BUDGET TO ACTUAL (Unaudited)

REVENUES:	Budget	Actual	Variance	Variance Percentage	Footnotes
General Fund	\$ 87,706,000	\$ 84,418,000	\$ (3,288,000)	-3.7%	
Enterprise Funds:					
Water	21,743,000	21,783,000	40,000	0.2%	
Solid Waste	15,383,000	14,143,000	(1,240,000)	-8.1%	
Wastewater	11,737,000	12,511,000	774,000	6.6%	
Transit	9,838,064	9,207,000	(631,064)	-6.4%	
Transit Capital	3,573,350	2,015,000	(1,558,350)	-43.6%	(3) (1)
Street Lighting	2,869,000	2,872,000	3,000	0.1%	
Storm Sewer	2,391,000	2,476,000	85,000	3.6%	
Forestry	2,110,000	2,140,000	30,000	1.4%	
Vector Control	603,000	607,000	4,000	0.7%	
Total Enterprise Funds	70,247,414	67,754,000	(2,493,414)	-3.5%	
Total Operating Funds	\$ 157,953,414	\$ 152,172,000	\$ (5,781,414)	-3.7%	

EXPENDITURES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	\$ 87,795,000	\$ 84,262,000	3,533,000	4.0%	
Enterprise Funds:					
Water	\$ 22,918,000	\$ 21,707,631	1,210,369	5.3%	
Solid Waste	15,637,000	13,270,000	2,367,000	15.1%	(1)
Wastewater	13,587,000	13,063,000	524,000	3.9%	
Transit	8,075,000	7,784,000	291,000	3.6%	
Transit Capital	6,541,000	1,775,000	4,766,000	72.9%	(3)
Street Lighting	3,155,000	2,976,000	179,000	5.7%	
Storm Sewer	1,960,000	1,472,000	488,000	24.9%	(1)
Forestry	2,147,000	2,184,000	(37,000)	-1.7%	
Vector Control	618,000	387,000	231,000	37.4%	(2)
Total Enterprise Funds	74,638,000	64,618,631	10,019,369	13.4%	
Total Operating Funds	\$ 162,433,000	\$ 148,880,631	\$ 13,552,369	8.3%	

Reporting Basis: Revised Budget, Period 10/2021

- (1) Budgets have not been seasonally adjusted for capital projects, will vary from month to month
(2) Weather conditions currently impact service requirements producing a positive spending variance
(3) Transit capital revenues are linked to spending since they are reimbursed expenditures. Limited capital funds expensed YTD



Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com




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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 8, 2021

RE: AGREEMENT FOR AKUMBOM NEBA, INDEPENDENT CONTRACTOR, FOR SERVING AS LOGISTICS AND OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT TESTING SITE

The attached agreement for services with Akumbom Neba to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 an hour, overtime at the rate of \$34.50 an hour. The cost of this contract will be covered by Local Public Health COVID-19 funding. The cost will not exceed a total of \$9,900.

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

Suggested Motion: Move to approve the agreement with Akumbom Neba.

DF/lls
Enclosure



AGREEMENT FOR SERVICES

Fargo Cass



Public Health
Prevent. Promote. Protect.

THIS AGREEMENT, effective the 4th of November, 2021, by and between Fargo Cass Public Health ("FCPH"); and Akumbom N. Neba

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of November 4, 2021 through December 31, 2021.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. The independent contractor will be responsible for services for testing site support.
- C. Reimbursement:** Akumbom N. Neba shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, not to exceed a total of \$9,900 for total project detailed.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

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

FARGO CASS PUBLIC HEALTH



 Desi Fleming
 Director of Public Health

Date 11/8/21

INDEPENDENT CONTRACTOR



 Akumbom N. Neba
 Independent Contractor

Date 11-04-2021

 Timothy J. Mahoney
 Mayor, City of Fargo

Date _____



Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com


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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 28, 2021

RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF HEALTH FOR A COMMUNITY GRANT PROGRAM TO ADDRESS PUBLIC HEALTH GAPS IN FARGO COMMUNITY FOR A TOTAL OF \$10,000 G21.436 CFDA 93.991

This is a request to approve the attached Notice of Grant Award from ND Department of Health for a grant that would address public health gaps in the Fargo Community including access to food, physical activity, nutrition, and or health indicators for a total of \$10,000.

If you have questions, please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the Notice of Grant Award G21.436 to address public health gaps in the Fargo community.

DF/lls
Enclosure



NOTICE OF GRANT AWARD
 NORTH DAKOTA DEPARTMENT OF HEALTH
 SFN 53771 (01-2020)

Grant Number G21.436	CFDA Name Preventive Health and Health Services Block Grant	CFDA Number 93.991
FAIN Number NB01OT009270	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2021
Federal Award Date 8/19/2021	Federal Awarding Agency Centers for Disease Control and Prevention	

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Community Grant Program	North Dakota Department of Health (NDDoH) Project Code 4531 HLH 5141-31
Grantee Name Fargo Cass Public Health	Project Director Janna Pastir
Address 1240 25 th Street South	Address 600 E. Boulevard Ave., Dept. 301
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Larry Anenson	Contact Name Janna Pastir
Telephone Number 701-241-8575	Telephone Number 701-328-2315
Email Address LAnenson@FargoND.gov	Email Address jlpastir@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$10,000	\$0	\$10,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$10,000	\$0	\$10,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service
 Grantee will utilize funds to address public health gaps in the Fargo community including access to food, physical activity, nutrition, and/or other health indicators as determined by the most recent community needs assessments. Grantee will participate in community stakeholder meetings for the Fargo health policy projects as a subject matter expert and serve as a community point of contact for community strategic planning.

Reporting Requirements
 Grantee must submit reimbursement requests via the Program Reporting System (PRS).
 Grantee will submit a report on activities and event participation with each reimbursement request.
 Reimbursement for the period ending June 30, 2022 must be received by July 15, 2022.
 Reimbursement for the period ending September 30, 2022 must be received by October 15, 2022.
 Reimbursement will be processed upon Department approval of expenditures and reports.

Special Conditions
 Funds may not be used for reimbursement or purchasing of food and/or beverages.
 This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Accounting Use Only: Requirements Received; Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 10/28/21	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Janna Pastir, Director, Division of Health Promotion	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	


If attachments are referenced, they must be returned with the signed award.
 If you did not receive attachments as indicated, contact the Program Director identified above.



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M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 25, 2021

RE: CONTRACT AMENDMENT FOR SIGNATURE
CENTRAL CASS SCHOOL DISTRICT

The attached amendment to the contract with Central Cass School District is for differentiating from original nursing duties that were covered by the first contract and COVID-19 related activities. The billing for COVID-19 activities, such as testing and/or contact tracing, will be billed at 100% of the actual pay plus benefits.

No budget adjustments are required for these contracts.

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

Suggested Motion: Move to approve the amendment to the school contract for nursing services for the coming school year.

DF/lls
Enclosures

ADDENDUM TO PROVISION OF NURSING SERVICES FOR THE CENTRAL CASS PUBLIC SCHOOL DISTRICT

This document is in reference to a contract agreement for the school year 2021-2022 between the Central Cass Public School District and Fargo Cass Public Health.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following change and/or addition that is outlined below. Addendum changes will be in effect starting August 16, 2021.

Central Cass Public School district is utilizing the school nurse to assist with COVID related activities, such as testing or contract tracing. The school district is able to receive reimbursement through a grant with the North Dakota Department of Health for these services. Therefore all of the COVID hours will NOT be part of the original nursing contract and will be billed at 100% of the actual pay plus benefits. The school nurse will track these hours and documentation will be added into the payroll system. Each month, the school district will receive a bill from FCPH. Included on the bill will be a separate line item with the COVID activities and a separate line item with the contracted nursing hours. Ideally the nurse will not routinely be working above her scheduled 36 hour work week.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Provider Fargo Cass Public Health

Desi Fleming
Desi Fleming, Director of Public Health

11/3/21
Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

District Central Cass Public Schools

Morgan Forness
Morgan Forness

Supt.
Title

11/02/21
Date



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 8, 2021

RE: PURCHASE OF SERVICE AGREEMENT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES FOR IMPLEMENTING STRATEGIES ADDRESSING OPIOID OR STIMULANT MISUSE FOR PAYMENT NOT TO EXCEED \$297,950. #810-12442

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for the implementation of strategies to address opioid or stimulant misuse and use disorders through prevention, treatment, and recovery, running from October 1, 2021 through September 30, 2022. Compensation will be 11 monthly payments of \$24,829.17 and a final payment of \$24,829.13.

2022 Revenue

State Opioid Response (SOR)	101-0000-334-10-53	\$46,461
-----------------------------	--------------------	----------

2022 Expense

Other Services	101-6013-451-38-99	\$ 5,000
Medical Supplies	101-6013-451-61-20	\$10,000
Pharmacy	101-6013-451-61-21	\$31,461

If you have questions, please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the contract with the North Dakota Department of Human Service for the implementation of strategies addressing opioid or stimulant misuse.

DF/lls
Enclosure



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 8, 2021

RE: PURCHASE OF SERVICE AGREEMENT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES FOR IMPLEMENTING STRATEGIES ADDRESSING OPIOID OR STIMULANT MISUSE FOR PAYMENT NOT TO EXCEED \$297,950. #810-12442

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for the implementation of strategies to address opioid or stimulant misuse and use disorders through prevention, treatment, and recovery, running from October 1, 2021 through September 30, 2022. Compensation will be 11 monthly payments of \$24,829.17 and a final payment of \$24,829.13.

2021 Revenue

State Opioid Response (SOR)	101-0000-334-10-53	\$74,487
-----------------------------	--------------------	----------

2021 Expense

Other Services	101-6013-451-38-99	\$ 5,000
Pharmacy	101-6013-451-61-21	\$69,487

If you have questions, please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the contract with the North Dakota Department of Human Service for the implementation of strategies addressing opioid or stimulant misuse.

DF/lls
Enclosure

PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo (Vendor), 1240 25th Street South, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from October 1, 2021, through September 30, 2022. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall implement evidence-based strategies addressing opioid or stimulant misuse and use disorders through prevention, treatment, and recovery as identified in the submitted "Invitation to Apply", which is made a part of this Agreement as Attachment A. Vendor shall ensure all practitioners eligible to obtain a Drug Addiction Treatment Act of 2000 (DATA) waiver employed by an organization receiving funding through State Opioid Response (SOR) receive such waiver.

Vendor shall ensure any organization receiving funding through the SOR perform HIV and viral hepatitis testing as clinically indicated and referral to appropriate treatment provided to those testing positive. Vendor shall ensure third party and other revenue realized from the provision of services to the extent possible and use Substance Abuse and Mental Health Services Administration (SAMHSA) grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan.

Vendor shall make any necessary project modifications as deemed necessary by State. Vendor shall coordinate with all State-funded SOR sub-recipients to support collective efforts meeting the goals and objectives of the SOR grant program. Vendor shall coordinate with existing community-based organizations and programs to maximize benefit, avoid duplication, and leverage, redirect, and realign resources. Vendor shall collaborate with State-contracted SOR evaluator to ensure all state and federal required data is collected, including the designated measures under the Government Performance and Results (GPR) Modernization Act of 2010 for approved treatment and recovery activities (pre, follow-up, and post-grant activities).

Vendor shall comply with reporting deadlines as required by SAMHSA. Vendor shall submit monthly reports to State by the 10th of each month (unless otherwise directed based on SAMHSA requirements), which may include:

- a. Project performance; implementation status
- b. Achievements and barriers

- c. Any changes to local strategy implementation
- d. Process and outcome measures, which may include:

- 1) Number of individuals served
- 2) Number of individuals trained
- 3) Number of providers implementing Medication-assisted treatment (MAT)
- 4) Dissemination and utilization of naloxone

Vendor shall engage in ongoing communication with State and project evaluator for monitoring of local strategy implementation and project analysis.

By September 30, 2022, Vendor shall complete a final project summary report to include the following information:

- e. Summary of progress made for each implemented strategy, including success stories.
- f. Identified barriers to implementation for each strategy and efforts made to address them.

Vendor shall participate in training and technical assistance provided by State.

Vendor shall follow all SAMHSA standard funding restrictions.

Vendor shall ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) about efforts related to this project includes the following language:

This effort is associated with North Dakota's State Opioid Response Grant (SOR), funded by the federal Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), administered through the North Dakota Department of Human Services.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required Agreement deliverables met to date, shall pay Vendor 11 monthly payments of \$24,829.17, with a final payment of \$24,829.13. Total payment under this Agreement may not exceed \$297,950. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement, or upon request by State.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, pandemics, acts of God, or war if the event is beyond the party's reasonable control, and the affected party gives notice to the other party immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 5444.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution

Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

a. Vendor shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements.

b. The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor. The amount of any deductible or self-retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned State representative.
- 4) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
- 5) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo
1240 25th Street South
Fargo, ND 58103

OR

ND Department of Human Services
Behavioral Health Division
600 E Boulevard Ave, Dept. 325
Bismarck, ND 58505-0250

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

If any inconsistency exists between this Agreement and other provisions of collateral contractual agreements, which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement control.

15. SEVERABILITY

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 the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

17. ASSIGNMENT

Vendor may not assign this Agreement without State's express written consent, provided, however, that Vendor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Agreement, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be

a business or entity with whom State is prohibited from conducting business, State shall have the right to terminate without cause. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOILIATION – PRESERVATION OF EVIDENCE

Vendor shall promptly notify State of all potential claims that arise or result from this Agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

19. WORKS FOR HIRE

Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, in accordance with this Agreement's Confidential Information section, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State

immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law. Vendor's failure to comply with this section may be deemed a material breach by Vendor entitling State to terminate in accordance with the Termination for Cause section of this Agreement.

26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By: 
Desi Fleming, Director of Public Health

11/8/21
Date

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

Date

STATE OF NORTH DAKOTA -NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES


By: _____ Date _____
Christopher D. Jones, Executive Director

By: _____ Date _____
Kyle J. Nelson, Contract Officer
Approved for form and content

17

MEMORANDUM

TO: Fargo City Commission

FROM: Mark Williams, Assistant Planning Director 

DATE: November 5, 2021

SUBJECT: Change Order #4 and #5 for the Mid America Steel Demolition

During the demolition of building #13 at the Mid America Steel site, vermiculite insulation was discovered in the roof of the west portion of the building. Since the vermiculite was unknown at the time of the original demolition plan submittal, remediation of it was not included in Rachel Contracting's original bid.

The demolition plans included the removal of two buried fuel oil tanks. However, they were not include in the awarded bid of the project because there was no knowledge on the extent of ground contamination. It was determined the only way to determine the extent of contamination was at the time of removal. Change order #5 is the actual cost of removing the contaminated soil and the installation of clean backfill.

Change Order #4 is in the amount of \$4,065 and remediates the discovered vermiculite. Change Order #5 is in the amount of \$8,484.62 and will remediate the contaminated soil and fill required to remove the two buried tanks.

Recommendation: Approve Change Order #4 and Change Order #5.



COMMITTED TO SAFETY

CHANGE ORDER REQUEST

Change Order Request #: 5
 Date: October 27, 2021
 Rachel Project #: 21044

TO: **City of Fargo**
225 4th Street
Fargo, North Dakota 58102

PROJECT: **Mid America Steel Phase 1 Abatement and Phase 2**
Selective Demolition
92 Northern Pacific Avenue North
Fargo, North Dakota 58102

ITEM	DESCRIPTION	ADD/(DEDUCT)	AMOUNT
1	Unit Price 2-1 Materials and Labor necessary to sample and test suspected contaminated soils around removed UST.	ADD	\$ 6,500.00
2	Unit Price 2-2 Materials and Labor necessary to dispose of contaminated soils and import clean fill. \$97.00 per CY Conversion of tons to CY / 20.46 ton = 20.46 CY 20.46 CY @ \$97.00 = \$1,984.62	ADD	\$ 1,984.62
<p>Notes: 1. See attached City of Fargo Landfill disposal tickets: 2177361 and 2177365</p>			

TOTAL BUDGET ESTIMATE \$ **8,484.62**

IN WITNESS WHEREOF the parties have executed this Contract Revision by proper officers of duly authorized agents.

Owner: City of Fargo	Company: Rachel Contracting, LLC
By _____	By Nick Bartemio as P.M. of Rachel Contracting
Its _____	Its Sr. Project Manager
Date _____	Date 10/27/2021



COMMITTED TO SAFETY

CHANGE ORDER REQUEST

Change Order Request #: 4
 Date: September 30, 2021
 Rachel Project #: 21044

TO: **City of Fargo**
225 4th Street
Fargo, North Dakota 58102

PROJECT: **Mid America Steel Phase 1 Abatement and Phase 2**
Selective Demolition
92 Northern Pacific Avenue North
Fargo, North Dakota 58102

ITEM	DESCRIPTION	ADD/(DEDUCT)	AMOUNT
1	<p>Rachel Contracting removed vermiculite from building 13 on a time & material basis. The additional cost is as follows:</p> <p>ACTUAL REMOVAL AMOUNTS</p> <p>VCI = \$2,950.00 MU = \$590.00 Total = \$3,540.00</p> <p>Rachel Skidsteer 3 Hours @ \$175.00 / Hour</p> <p><u>Notes:</u> 1. See attached VCI Request for Change Order dated 9/29/21.</p>	<p>ADD</p> <p>ADD</p>	<p>\$ 3,540.00</p> <p>\$ 525.00</p>

TOTAL BUDGET ESTIMATE \$ 4,065.00

IN WITNESS WHEREOF the parties have executed this Contract Revision by proper officers of duly authorized agents.

Owner: City of Fargo	Company: Rachel Contracting, LLC
By _____	By Nick Bartemio as P.M. of Rachel Contracting
Its _____	Its Sr. Project Manager
Date _____	Date 9/30/2021



PUBLIC WORKS/OPERATIONS

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

November 9, 2021

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

RE: 2022 Fire Rescue Truck Purchase (PBCFS12-19)

Commissioners:

A cost evaluation process was started in 2021 for the purchase of a new Fire Rescue Truck. Multiple vendors were contacted and proposals evaluated. It was determined that utilizing a purchasing consortium was the best solution for the purchase. The HGACBuy Purchasing agency has contract number FS12-19 (12' Non-Walk-in Rescue) available that meets all of the City of Fargo purchasing guidelines.

The review committee, consisting of Chief Dirksen, Ben Dow, Lee Soeth and Tanner Smedshammer, determined which proposals met the specifications required. A proposal synopsis is attached for your clarification and consideration. It is our recommendation to purchase from M & T Fire and Safety, Inc using the HGACBuy Buying contract. Funding for this project is included in the 2022 Vehicle Replacement Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Ford F-550 4-Door 12' Non-Walk-In Rescue Truck thru HGACBuy for the total amount of \$373,889.00. A 4-year lease will be procured for the full cost at the time the vehicle is received by the City of Fargo.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist



HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	FS12-19	Date Prepared:	11/9/2021	
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>								
Buying Agency:	CITY OF FARGO			Contractor:	EMERGENCY VEHICLES, INC.			
Contact Person:	TANNER SMEDSHAMMER			Prepared By:	MICHAEL COX			
Phone:	701-241-1460			Phone:	609-315-7151			
Fax:				Fax:	856-931-1450			
Email:	tanner.smedshammer@fargond.gov			Email:	mike@evi-fl.com			
Product Code:	FS19KD03	Description:	FORD F-550 4-DOOR 12' NON-WALK-IN RESCUE					
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$221,956	
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)								
Description		Cost	Description		Cost			
BG-00-0500 ADD (1) PAIR OF FRONT MUD FLAPS		\$257	DB-61-1020 ADD (2) CAST SCBA WHEELWELL COMP		\$1,288			
BI-00-0100 ADD (1) HEAVY-DUTY TRAILER HITCH		\$1,023	DC-20-0500 ADD (2) STEEL SUPPORT CASCADE		\$1,696			
BI-00-0200 ADD (1) HITCH BALL WITH RECEIVER		\$192	DC-20-0504 ADD (1) STEEL SUPPORT FILL STATION		\$1,348			
CD-40-K01M ADD (2) KNURLED GRAB RAILS		\$680	DB-55-1000 DEL (4) TURTLE TILE FLOORS		(\$568)			
DA-76-0210 ADD (7) ROLL-UP COIL SHIELD		\$1,589	DB-55-1101 DEL (6) REGULAR TURTLE TILE		(\$852)			
DB-00-0200 ADD (3) REG ADJUSTABLE TRACKS		\$810	DB-55-1102 DEL (4) LARGE TURTLE TILE		(\$732)			
DB-00-0100 DEL (2) ADJUSTABLE SHELVES		(\$540)	DB-55-1104 DEL (1) X-LARGE TURTLE TILE		(\$213)			
DB-00-1002 DEL (2) LARGE ADJUSTABLE SHELVES		(\$704)	DB-65-0000 DEL (1) TRANSVERSE SHELF		(\$359)			
DB-00-0202 DEL (2) LARGE ADJ SHELF TRACKS		(\$704)	DF-28-0120 DEL (1) BLACK POWDER SLIDES		(\$222)			
DB-31-2502 DEL (2) LARGE DIVIDERS		(\$934)	DF-03-1048 DEL (3) 48" SLIDE-OUT TRAYS		(\$4,239)			
DB-35-011C DEL (1) LARGE SLIDE-OUT TOOL		(\$2,162)	Subtotal From Additional Sheet(s):				\$137,090	
DB-61-0000 ADD (10) AIR CYLINDER CRADLES		\$1,420	Subtotal B:				\$135,164	
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)								
Description		Cost	Description		Cost			
ADD (1) DOUBLE DOOR ROOF ACCESS		\$2,500	ADD MULTI-PLEX ELECTRICAL SYSTEM		\$8,000			
DEL (1) 40" SLIDE-OUT/DROP-DOWN SHELF		(\$1,357)	Subtotal From Additional Sheet(s):				\$23,456	
DEL 12-VOLT ELECTRICAL SYSTEM		(\$556)	Subtotal C:				\$32,043	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					For this transaction the percentage is:		9%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)								
Quantity Ordered:	1	X Subtotal of A + B + C:	\$389,163	=	Subtotal D:	\$389,163		
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$2,000	
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation								
Description		Cost	Description		Cost			
MANUFACTURER DISCOUNT		(\$17,274)						
				Subtotal F:				(\$17,274)
Delivery Date:						G. Total Purchase Price (D+E+F):		\$373,889



September 24, 2021

City of Fargo
Fargo, ND

Re: APPARATUS PROPOSAL

Dear Committee Members:

M&T Fire and Safety, Inc. proposes the following for one (1) EVI Aluminum 12' Non-Walk in Body Fire Apparatus on a 2022 Ford F-550, as per provided Specifications.

Total Price: \$373,889.00

Price includes paying the chassis portion (\$62,396.00) upon chassis delivery to EVI.

Delivery shall be 365 calendar days after receipt of an order.

Please feel free to contact me at 605-690-9979 if you have any questions.

Sincerely,

Matt Anderson
M&T Fire and Safety, Inc.
111 Kasan Ave.
Volga, SD 57071

REPORT OF ACTION

UTILITY COMMITTEE

19a-f

Project No. SW 20-01 Type: Change Orders

Location: Solid Waste Division - Landfill

Date of Hearing: 11/4/21

<u>Routing</u>	<u>Date</u>
City Commission	11/15/21
Project File	SW20-01

Terry Ludlum, Solid Waste Utility Director, presented the attached Change Orders for SW 20-01 Landfill Scale and Maintenance Facility.

On September 17, 2020, the Commission approved the award of Project SW 20-01 in a Multiple Prime Contractor format. The project was awarded to Excavating Inc., Roers' Construction, Manning Mechanical and Superior Electric. Construction on the project began in April, 2021 and is scheduled for completion and startup in November, 2021. Awarded contract bid prices, change orders, and adjusted contract prices are as follows:

Contractor	Contractor Role	Approved Contract Price w/ Previous Change Order	Current Change Orders	Adjusted Contract Price
Excavating Inc.	Civil Construction (CG)	\$1,672,521.40	\$21,548.60	\$1,694,070.00
Roers' Construction	General Contractor (GC)	\$810,000.00	\$235.62	\$810,235.62
Manning Mechanical	Mechanical Contractor (MC)	\$199,543.00	\$1,555.00	\$201,098.00
Superior Electric	Electrical Contractor (EC)	\$224,059.00	\$0.00	\$224,059.00
		\$2,906,123.40	\$23,339.22	\$2,929,462.62

Due to material and supplier delays each contractor has requested a time extension to the contract. The time extension would adjust the substantial completion for the Civil contract to November 30, 2021, and the General, Mechanical and Electrical contracts to December 15, 2021. A detailed summary of each contractor recommended change order has been included in the memorandum to the Utility Committee for your review.

MOTION:

On a motion by Brenda Derrig, seconded by Troy Hall, the Utility Committee voted to approve the attached Change Orders for SW 20-01 Landfill Scale and Maintenance Facility.

COMMITTEE: Present Yes No Unanimous

Anthony Gehrig, City Commissioner				X
Bruce Grubb, City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Engineer	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:


 Terry Ludlum
 Solid Waste Utility Director

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

To: Utility Committee
From: Terry Ludlum, Solid Waste Utility Director *TL*
 Scott Olson, Solid Waste Utility Engineer *SO*
Date: October 28, 2021
Subject: Project SW 20-01 – Landfill Scales and Maintenance Facility

On September 17, 2020, the Commission approved the award of Project SW 20-01 in a Multiple Prime Contractor format. The project was awarded to Excavating Inc., Roers' Construction, Manning Mechanical and Superior Electric as shown below. Funding for construction of Project SW 20-01 has been provided for in the 2020-2021 Solid Waste Division budget.

Contract	Contractor	Substantial Completion Date*	Bid Amount
Civil Construction (CC)	Excavating Inc.	October 9, 2021	\$1,667,745.40
General Construction (GC)	Roers' Construction	October 9, 2021	\$810,000.00
Mechanical Construction (MC)	Manning Mechanical	October 9, 2021	\$198,000.00
Electrical Construction (EC)	Superior Electric	October 9, 2021	\$224,059.00
		Total	\$2,899,804.40

*Incorrectly stated as October 15 in previous Change Order Request based on 9/24/20 Pre-Construction Meeting minutes. Updated to October 9 per contracts executed 9/29/20.

With previous Change Order approval, the current contract amounts and substantial completion dates are as follows:

Contract	Contractor	Current Substantial Completion Date	Current Contract Amount
Civil Construction (CC)	Excavating Inc.	October 25, 2021	\$1,672,521.40
General Construction (GC)	Roers' Construction	October 9, 2021*	\$810,000.00
Mechanical Construction (MC)	Manning Mechanical	October 9, 2021*	\$199,543.00
Electrical Construction (EC)	Superior Electric	October 9, 2021*	\$224,059.00
		Total	\$2,906,123.40

*Incorrectly stated as October 15 in previous Change Order Request based on 9/24/20 Pre-Construction Meeting minutes. Updated to October 9 per contracts executed on 9/29/20.

The following table shows the cost for the proposed change orders and associated change in the substantial completion date during this approval period (monthly):

Change Order	Contractor	Change in Sub. Completion Date	Change Order Amount
CC – No 2	Excavating Inc.	36 Days	\$21,548.60
GC – No 1	Roers' Construction	0 Days	\$235.62
GC – No 2	Roers' Construction	67 Days	\$-
MC – No 2	Manning Mechanical	67 Days	\$-
MC – No 3	Manning Mechanical	0 Days	\$1,555.00
EC – No 1	Superior Electric	67 Days	\$-
		Total	23,339.22

With Change Order approval, the updated contract amounts and completion dates would be:

Contract	Contractor	New Substantial Completion Date	New Contract Amount
Civil Construction (CC)	Excavating Inc.	November 30, 2021	\$1,694,070.00
General Construction (GC)	Roers' Construction	December 15, 2021	\$810,235.62
Mechanical Construction (MC)	Manning Mechanical	December 15, 2021	\$201,098.00
Electrical Construction (EC)	Superior Electric	December 15, 2021	\$224,059.00
		Total	\$2,929,462.62

Detailed Summary of Change Orders

The project cost and time impacts to the **Civil Contractor** recommended changes are as follows:

CC – 2

Description: Berm Installation for Landscaping, RCP Installation, RipRap and Grading for Drainage at the Maintenance Building. Storm Sewer Insulation below the driving surface at the Scalehouse. Install 1" Rock & Bentonite around North and South Storm Sewer to seal Storm from Leachate. Time Extension for Pending Scalehouse Access Road Drawings from Stantec.

1. Berm Installation for Landscaping at the Maintenance Building.	\$2,100.00
2. Channel Excavation and Site Grading on the West side of the Maintenance Building, Material Export.	\$2,610.00
3. Furnish & Install 64 LF of 12" RCP, 2-FES, and RipRap.	\$8,841.00
4. Storm Sewer Insulation below driving surface at the Scalehouse.	\$2,400.00
5. Install 1" Rock & Bentonite at Existing Manhole Connections to seal Storm from Leachate.	\$5,597.60
Grand Total Change Order No. 2.	\$21,548.60

Cost: \$21,548.60

Added Contract Time: 36 Days

Reason: City Requested

To project cost and time impacts to the **General Contractor** recommend changes as follows:

GC – 1

To meet code requirements as described by the Mechanical Contractor, the metal studs on the west wall of the staff bathroom at the Scale House needed to be increased as described below:

Increase Type "A" Metal stud partition framing from 3-5/8" to 6" at west wall of staff toilet 102 to accommodate mechanical mop basin cleanout

Cost: \$235.62

Reason: Code Requirement

GC-2

Due to various challenges and time multiple contractor conflicts as described in the attached letter "Request for Extension of Substantial Completion", dated October 5, Roers is requesting a time extension to the contract to include a Substantial Completion date of December 15, 2021.

Roers is also asking for an extension to the final completion date due to delays in the custom sized pass-thru windows at the Scale House. Due to their nature the lead time on the windows is estimated to be 24 weeks from the time the windows were ordered. Roers indicated to the City that they could not order windows until the supplier had field measurements of the opening the windows were to be installed. That decision was made on Monday, October 18. Though not confirmed yet, that would push the estimated Final Completion date to early April, 2022.

Roers will be installing temporary windows that will function well enough to complete normal Scale House operations until the permanent windows are completed.

Cost: \$0.00

Added Contract Time: 35 Days to Substantial Completion

Reason: Supplier Delays

The project cost and time impacts to the **Mechanical Contractor** recommended changes are as follows:

MC – 2

Due to various challenges and time multiple contractor conflicts as described in the attached letter "City of Fargo Landfill Maintenance Building and Scale House", dated October 7, Manning Mechanical is requesting a time extension to the contract to include a Substantial and Final Completion date of December 15, 2021.

Manning Mechanical will complete their work as able following the completion schedule of the General Contractor.

Cost: \$0.00

Added Contract Time: 61 Days to Substantial Completion

Reason: Supplier Delays and Logistical Conflicts with General Contractor

MC – 3

The original Maintenance Building design called for the air compressor electrical and mechanical hook-ups to be located on the west wall of the west bay. During construction, City personnel thought it would better suit their needs to have it located in the northeast corner of the west bay and allow for more working space. Manning Mechanical was asked to add additional fittings so the compressor could be placed here.

Cost: \$1,555.00

Reason: City Requested

To project cost and time impacts to the **Electrical Contractor** recommend changes as follows:

EC-1

Due to various challenges and time multiple contractor conflicts as described in the attached letter "CO for Substantial Completion", dated October 13, Superior is requesting a time extension to the contract to include a Substantial Completion date for the Maintenance Building of November 15, 2021 and Substantial Completion date for the Scale House of December 15, 2021.

As each building is currently not under separate contract times, City staff recommends the Substantial Completion date for the Electrical contract be December 15, 2021. Though not indicated in the letter it is planned that the Final Completion date align with the December 15 timeframe.

Cost: \$0.00

Added Contract Time: 61 Days to Substantial Completion

Reason: Supplier Delays and Logistical Conflicts with General Contractor

To date, change orders have totaled \$ 1.02% of total construction costs.

Process for Amending the Contract Documents: Changes in the Work

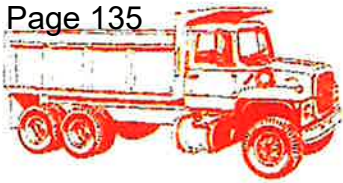
As provided in the specifications, and to avoid substantial construction schedule delays, Work Change Directives (WCD) were issued for the additional work described above. Acceptance of WCD's by Solid Waste (City) staff are provided after review and negotiation following Contractor proposal requests and submittal. WCD's are incorporated in subsequent Change Orders through formal Utility Committee and City Commission approval on this project.

SUGGESTED MOTION:

Approve the contract Change Orders as described above for project SW20-01.

Attachment

cc: Steve Sprague, City Auditor
Randy Hanson, Wenck Associates
Marcia Pulczynski, Stone Group Architects
Scott Anderson, Landfill Supervisor



EXCAVATING, INC. - FARGO

651 5th Street Ct. NW • West Fargo, ND 58078-2774
 Office: 701-277-1884 • Fax: 701-277-8638

Change Order No. 2

Date of Issuance: 10/21/2021	Effective Date: 10/25/2021
Owner: City of Fargo Landfill	Contractor's Project No.: 2002
Contractor: Excavating, Inc. - Fargo	Engineer's Project No.: 00208-0154
Engineer: Stantec/Stone Group Architects	Contract Name: Landfill Scalehouse & Maintenance Facility
Project: Fargo Scale & Maintenance Facility	

The Contract is modified as follows upon execution of this Change Order:

Description: Berm Installation for Landscaping, RCP Installation, RipRap and Grading for Drainage at the Maintenance Building. Storm Sewer Insulation below the driving surface at the Scalehouse. Install 1" Rock & Bentonite around North and South Storm Sewer to seal Storm from Leachate. Time Extension for Pending Scalehouse Access Road Drawings from Stantec.

- | | |
|-------------------------------------------------------------------------------------------------------|--------------------|
| 1. Berm Installation for Landscaping at the Maintenance Building. | \$2,100.00 |
| 2. Channel Excavation and Site Grading on the West side of the Maintenance Building, Material Export. | \$2,610.00 |
| 3. Furnish & Install 64 LF of 12" RCP, 2-FES, and RipRap. | \$8,841.00 |
| 4. Storm Sewer Insulation below driving surface at the Scalehouse. | \$2,400.00 |
| 5. Install 1" Rock & Bentonite at Existing Manhole Connections to seal Storm from Leachate. | \$5,597.60 |
| Grand Total Change Order No. 2. | \$21,548.60 |

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,667,745.40</u>	Original Contract Times: Substantial Completion: <u>10/15/2021</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>4,776.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>10 Calendar Days</u> Ready for Final Payment: _____ days or dates
Contract Price prior to this Change Order: \$ <u>1,672,521.40</u>	Contract Times prior to this Change Order: Substantial Completion: <u>10/25/2021</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>21,548.60</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>36 Calendar Days</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>1,694,070.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/30/2021</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:
 By:
 Title: Project Manager
 Date: 10/22/2021

ACCEPTED:
 By: _____
 Title: Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By:
 Title: Contractor (Authorized Signature)
 Date: 10/21/2021

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Change Order

PROJECT: *(Name and address)*
 Fargo Scale and Maintenance Facility
 950 Aggregate Industries Drive and 4475
 Seventh Avenue North
 Fargo, ND 58102

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: September 29, 2020

CHANGE ORDER INFORMATION:
 Change Order Number: G-001
 Date: October 22, 2021

OWNER: *(Name and address)*
 City of Fargo
 225 Fourth Street North
 Fargo, ND 58102

ARCHITECT: *(Name and address)*
 Stone Group Architects Inc.
 600 East 7th Street
 Sioux Falls, SD 57103

CONTRACTOR: *(Name and address)*
 Roers Construction LLC
 200 45th Street South
 Fargo, ND 58103

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Increase Type "A" metal stud framing to 6" at west wall of Staff Toilet 102. Add \$235.62

The original Contract Sum was	\$	<u>810,000.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>810,000.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>235.62</u>
The new Contract Sum including this Change Order will be	\$	<u>810,235.62</u>

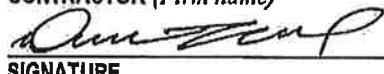
The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stone Group Architects Inc.
 ARCHITECT *(Firm name)*

 SIGNATURE
 Marcia Pulczynski, Architect
 PRINTED NAME AND TITLE
 10.26.21
 DATE

Roers Construction LLC
 CONTRACTOR *(Firm name)*

 SIGNATURE
 David Wood, Construction Executive
 PRINTED NAME AND TITLE
 10/26/2021
 DATE

City of Fargo
 OWNER *(Firm name)*

 SIGNATURE

 PRINTED NAME AND TITLE

 DATE



200 S 45th St
 FARGO, ND 58103
 Ph : (701)356-5050

Change Request

To: Marcia Pulczynski (Stone Group
 Stone Group

Number: 1
Date: 9/13/21
Job: 20-007 Fargo Landfill Maint & Scale
Phone:

Description: ASI -G2 Increase metal studs from 3-5/8" to 6" at west wall of staff toilet 102

Source: ASI # G2

We are pleased to offer the following specifications and pricing to make the following changes:

Increase Type "A" Metal stud partition framing from 3-5/8" to 6" at west wall of staff toilet 102 to accommodate mechanical mop basin cleanout

Description	Labor	Material	Equipment	Subcontract	Other	Price
GYPSUM BOARD WALLS				\$204.00		\$204.00
					Subtotal:	\$204.00
			Overhead	\$204.00	10.00%	\$20.40
			Profit	\$224.40	5.00%	\$11.22
					Total:	\$235.62

If you have any questions, please contact me at 701-356-5050.

Submitted by: Tyler Miller
 Roers Construction Company

Approved by: _____
 Date: _____

CHANGE PROPOSAL

Project Name: Fargo Landfill Scale & Maintenance Facility Project # 1711
 Change Proposal No: ASI-G2 Date of Proposal: 1-Sep-2021
 Description of Work: Change West Wall of Staff Toilet from 3 5/8" studs to 6" studs

Labor Breakdown

Labor Classification	# of People	Hours	Labor Rate/Hr	Labor Factor (1- Regular, 1.5 Over Time, 2 Double Time)	Labor Costs
Insulator	1	0.5	\$75.00	1	\$38
			\$75.00	1	\$0
			\$75.00	1	\$0
			\$75.00	1	\$0
Total Labor Costs-----					\$38

Material Breakdown

Material Description	Quantity	Unit	Unit Cost	Material Cost
3 5/8" studs	-78	lf	\$0.36	(\$28)
3 5/8" track	-8	lf	\$0.36	(\$3)
3 5/8" deflection track	-8	lf	\$1.05	(\$8)
6" studs	78	lf	\$1.03	\$81
6" track	8	lf	\$1.02	\$8
6" deflection track	8	lf	\$1.81	\$14
3" sound insulation	-78	sf	\$0.65	(\$51)
6" sound insulation	78	sf	\$1.59	\$124
				\$0
Subtotal Material Costs-----				\$0
Sales Tax 7.5%-----				\$137
Total Material Costs-----				\$148

OTHER DIRECT COSTS (Subcontractors, Equipment, Travel, etc)

Description	Quantity	Unit	Unit Cost	Other Costs
				\$0
		day		\$0
Total Other Direct Costs-----				\$0

Total Labor Costs	\$38
Total Material Costs	\$148
Total Other Direct Costs	\$0
Total Labor, Material & Other Direct Costs	\$185
Profit & Overhead (10%) of Line 1	\$4
Profit & Overhead (10%) of Line 2	\$15
Profit & Overhead (10%) of Line 3	\$0
Total Change Proposal Costs (lines 4, 5, 6 & 7)	\$204

Construction Manager/General Contractor: Roers Construction

Note: At the time the above work is performed it will become an addition to the current contract amount as of the date of this proposal
 Jason Vaughn, President Fergus Drywall Inc

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Change Order

PROJECT: <i>(Name and address)</i> Landfill Scale and Maintenance Facility Fargo, North Dakota	CONTRACT INFORMATION: Contract For: General Construction Date: September 29, 2020	CHANGE ORDER INFORMATION: Change Order Number: G-002 Date: October 22, 2021
OWNER: <i>(Name and address)</i> City of Fargo 225 Fourth Street North Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Stone Group Architects, Inc. 600 East 7th Street Sioux Falls, SD 57103	CONTRACTOR: <i>(Name and address)</i> Roers Construction LLC 200 45th Street South Fargo, ND 58103

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


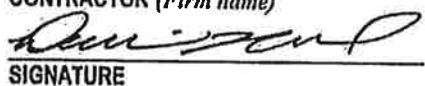

Revise Substantial Completion date to December 15, 2021.

The original Contract Sum was	\$ 810,000.00
The net change by previously authorized Change Orders	\$ 235.62
The Contract Sum prior to this Change Order was	\$ 810,235.62
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 810,235.62

The Contract Time will be increased by Sixty-Seven (67) days.
The new date of Substantial Completion will be December 15, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stone Group Architects, Inc. ARCHITECT <i>(Firm name)</i>	Roers Construction LLC CONTRACTOR <i>(Firm name)</i>	City of Fargo OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Marcia Pulczinski, Architect PRINTED NAME AND TITLE	Daniel Wood, Contractor PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
10.26.21 DATE	10/26/2021 DATE	 DATE



Change Request

To: Marcia Pulczynski (Stone Group)
 Stone Group

Number: 2
Date: 10/7/21
Job: 20-007 Fargo Landfill Maint & Scale
Phone:

Description: Request for Extension of Substantial Completion - No Cost Change Request

This no-cost change order is a request is for a time extension for the substantial completion date of October 15th for the General Construction Scope of the work at the City of Fargo Landfill Maintenance Building and Scale House.

Maintenance Building

- At the maintenance building we propose to have work substantially complete by the 10/15/2021 except for: Overhead doors, and added framed opening for a louver.
- The overhead doors were ordered on 2/26/2021 by our subcontractor. These materials have not yet arrived and are expected to arrive either the week of October 11th or October 18th. As soon as these doors arrive they will be installed.

Scale House

- We will not have our work substantially completed by 10/15/2021.
- We were unable to get started on our excavation/footing and foundation work until the foundation walls for the scales on the north and south side of the scale house were installed and back filled, as these foundations were deeper than the scale house foundations.
- At our Construction meeting on 5/24/2021 scale excavation was scheduled to start on 6/14/2021. (And per the schedule sent out on 5/27/2021) and we were to start excavating the scale house on 6/28/2021.
- The start date got pushed back for starting scale excavation and at our meeting on 6/22/2021 the start date for scale excavation got pushed back until June 28th.
- The start date got pushed back further and at our construction meeting on 7/7/2021 it was stated that they were not going be able to start excavating the scale house until 7/26/2021.
- At our construction meeting on 7/26/2021 we were pushed back from starting the scale house excavation until the next week, 8/2/2021. (5 weeks from originally scheduled)
- With not starting until the first week of August, we tried to keep the schedule, but as you are aware, we were unable to.
- We have also ran into material delays, the most significant issue being windows. The pass thru window openings needed to be field verified before they would be ordered. To make the delay on getting these windows as short as possible, Roers and Fargo Glass agreed on Hold-To dimensions on these windows. Once we made the hold-to agreement on the size, Fargo Glass went to order these windows and found them to be discontinued for the time being. We provided other options for these windows, but the lead time for these windows is 12 weeks for standard sizes and 24 weeks for custom sizes.
- With these windows being out a minimum of 12 weeks we can provide a temporary sliding window to make the windows operational until the new/permanent windows arrive.
- The standard size window are slightly smaller than the speced windows. If we decide to use the smaller window, Macria is requesting to shrink the "bump out" so the composite panel size would not get larger. We definitely can do this, but we would need to cut the concrete bump out to the new size, and cut down are steel lintels and reweld them to the new size. Or the other option is to get a custom size pass thru window, but it would have a 24 week lead time.
- As of right now, we have all the walls framed up besides the opening for these windows.
- We are asking for a time extension with the new substantial completion date of December 15th, 2021. With the permanent pass-thru windows coming 12-24 weeks after our decision on the windows.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Request For time extention						
					Subtotal:	\$0.00
					Total:	\$0.00



200 S 45th St
FARGO, ND 58103
Ph : (701)356-5050

Change Request

To: Marcia Pulczynski (Stone Group
Stone Group

Number: 2
Date: 10/7/21
Job: 20-007 Fargo Landfill Maint & Scale
Phone:

If you have any questions, please contact me at .

Submitted by:

Approved by: _____
Date: _____

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Change Order

PROJECT: (Name and address) Fargo Scale and Maintenance Facility Fargo, North Dakota	CONTRACT INFORMATION: Contract For: Mechanical Construction Date: September 29, 2021	CHANGE ORDER INFORMATION: Change Order Number: M-002 Date: October 22, 2021
OWNER: (Name and address) City of Fargo 225 Fourth Street North Fargo, ND 58102	ARCHITECT: (Name and address) Stone Group Architects, Inc. 600 East 7th Street Sioux Falls, SD 57103	CONTRACTOR: (Name and address) Manning Mechanical Inc. 4210 19th Avenue North Fargo, ND 58102

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Revise Substantial Completion date to December 15, 2021.

The original Contract Sum was	\$ 198,000.00
The net change by previously authorized Change Orders	\$ 1,543.00
The Contract Sum prior to this Change Order was	\$ 199,543.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 199,543.00

The Contract Time will be increased by sixty-seven (67) days.
 The new date of Substantial Completion will be December 15, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stone Group Architects, Inc. ARCHITECT (Firm name) SIGNATURE Marcia Pulczynski, Architect PRINTED NAME AND TITLE 10.25.21 DATE	Manning Mechanical Inc. CONTRACTOR (Firm name) SIGNATURE Scott Johnson, VP PRINTED NAME AND TITLE 10-25-21 DATE	City of Fargo OWNER (Firm name) SIGNATURE PRINTED NAME AND TITLE DATE
------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------



4210 19th Avenue N
Fargo, ND 58102
(701) 293-9774
Fax: (701) 293-6863

www.manningmechanical.com

CHANGE-ORDER PROPOSAL

DATE: 10.5.21

To: City of Fargo
Attn: To Whom It May Concern

RE: City of Fargo Landfill Maintenance Building and Scale House

To whom it may concern,

Manning Mechanical is requesting a time extension for the City of Fargo Landfill Maintenance building and Scale House. We request the deadline be extended until 12.15.21.

The cause for the extension is various reasons. One of the reasons is the trench drain grates for the maintenance building are delayed at port. Once received towards the end of October they will need an additional 6 weeks to get the galvanized coating put on. These grates were ordered in October of 2020. I am working with the manufacturer to get this resolved in a timely manner.

We recently have had material stolen from the jobsite due to the building(s) not being enclosed and secured. This will cause a delay in our install time. To protect our material moving forward, we are planning on putting a halt on installing any more copper piping until the buildings are secured.

The major reason for our delay is the General Contractor not having the buildings erected and enclosed. This delay has ultimately pushed back our start date on install and completion of our contract. We need to follow along with the General Contractor during construction in order to get our work complete.

Total Cost \$ 00.00

Allan Hemstad

Project Manager/ Estimator

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Change Order

PROJECT: <i>(Name and address)</i> Landfill Scale and Maintenance Facility Fargo, North Dakota	CONTRACT INFORMATION: Contract For: Mechanical Construction Date: September 29, 2021	CHANGE ORDER INFORMATION: Change Order Number: M-003 Date: October 22, 2021
OWNER: <i>(Name and address)</i> City of Fargo 225 Fourth Street North Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Stone Group Architects, Inc. 600 East 7th Street Sioux Falls, SD 57103	CONTRACTOR: <i>(Name and address)</i> Manning Mechanical Inc. 4210 19th Avenue North Fargo, ND 58102

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Relocate Maintenance Building air compressor from west wall to south wall. Add \$1,555.00.

The original Contract Sum was	\$ 198,000.00
The net change by previously authorized Change Orders	\$ 1,543.00
The Contract Sum prior to this Change Order was	\$ 199,543.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,555.00
The new Contract Sum including this Change Order will be	\$ 201,098.00

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stone Group Architects, Inc. ARCHITECT <i>(Firm name)</i>  SIGNATURE MARCIA PULCZINSKI PRINTED NAME AND TITLE 10.25.21 DATE	Manning Mechanical Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE Scott H. Johnson O.P. PRINTED NAME AND TITLE 10-25-21 DATE	City of Fargo OWNER <i>(Firm name)</i> _____ SIGNATURE Terry Ludlum, Solid Waste Utility Director PRINTED NAME AND TITLE _____ DATE
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------



4210 19th Avenue N
Fargo, ND 58102
(701) 293-9774
Fax: (701) 293-6863

www.manningmechanical.com

CHANGE-ORDER PROPOSAL

DATE: 10.18.21

To: Stone Group Architect
Attn: Marcia

RE: Landfill Maintenance Building

We are providing the cost associated with moving the air compressor from the West wall to the North Wall. The air drop for the compressor at the originally drawn location is already installed. This 1-1/2" line will remain in place with a valve and cap. Then new location will require us to tie into the air main and route a new drop to the north wall.

Total Cost \$ 1555.00

If you have any questions, please contact our office. This proposal is valid for 30 days.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Al Hemstad', with a long, sweeping horizontal line extending to the right.

Al Hemstad
Project Manager/ Estimator



Date: 10.18.21
 Project Name: Landfill Maintenance Building
 Project #:

4210 19th Ave N, Fargo, ND 58102
 Bus: 701-293-9774
 Fax: 701-293-6863

Time Extension To The Mechanical Contract **1 Days**
 Description: Air line to new compressor location in Maintenance Building

DESCRIPTION	QUANTITY	UNIT	MATERIAL		LABOR		TOTAL
			PER UNIT	SUBTOTAL	PER UNIT	SUBTOTAL	
MATERIAL							
1-1/2" BLACK PIPE (FEET)	42	Each	\$ 7.53	\$316.26	0.07	2.94	\$316.26
1-1/2" BLACK TEE	2	Each	\$ 14.36	\$28.72	0.82	1.64	\$28.72
1-1/2" BLACK CAP	1	Each	\$ 6.40	\$6.40	0.32	0.32	\$6.40
1-1/2" THREADED BALL VALVE	1	Each	\$ 51.32	\$51.32	0.55	0.55	\$51.32
1-1/2" BLK UNION	1	Each	\$ 26.63	\$26.63	0.58	0.58	\$26.63
1-1/2" BLK 90	2	Each	\$ 9.68	\$19.36	0.55	1.10	\$19.36
1-1/2" HANGER/ SPLIT RING	6	Each	\$ 3.00	\$18.00	0.22	1.32	\$18.00
TIE INTO EXISTING PIPE	1	Each	\$ -	\$0.00	1	1.00	\$0.00
	0	Each	\$ -	\$0.00	0	0.00	\$0.00
					SUM	9.5	
Guarantee @ 2% of Material			2%	\$ 9.33			\$9.33
RENTALS							
Backhoe	0	hours	\$ 65.00	\$ -			\$0.00
Crane	0	hours	\$ 200.00	\$ -			
Power Scaffold	0	Per Week	\$ 200.00	\$ -			
Specialties							
LABOR							
Welder	-	hours			\$84.00	\$0.00	\$0.00
Mechanic-Pipefitter / Plumber / Sheet Metal	9.5	hours			\$84.00	\$793.80	\$793.80
Mechanic-HVAC / Service / Startup	-	hours			\$92.00	\$0.00	\$0.00
Height Differential @ 10% of Crew Labor	10%				-	\$ -	\$0.00
Change order preparation @ 2% of Crew Labor	2%				0.2	\$ 15.88	\$15.88
Project Coordination @ 2% of Crew Labor	2%				0.2	\$ 17.39	\$17.39
Pipe Testing	0	hours				\$ -	\$0.00
Research	0	hours			\$65.00	\$0.00	\$0.00
Trucking	0	hours			\$50.00	\$0.00	\$0.00
Total - Crew Labor	9						
			Material:	\$476.02	Labor:	\$793.80	
SUBCONTRACTOR	Sub-total	15%	Total				
Site Utilities	\$0.00	\$0.00	\$0.00				
Controls	\$0.00	\$0.00	\$0.00				
Insulation	\$0.00	\$0.00	\$0.00				
Balancing	\$0.00	\$0.00	\$0.00				
Fire Protection	\$0.00	\$0.00	\$0.00				
Temporary Heat	\$0.00	\$0.00	\$0.00				
	Total Subcontractors		\$0.00				
					Subtotal		\$1,303.09
					Sales Tax 7.50%		\$35.70
					Subtotal		\$1,338.79
					P&O 0.15		\$200.82
					Subtotal		\$1,539.61
					Subcontractor		\$0.00
					Subtotal		\$1,539.61
					Bond 1.00%		\$15.40
With Time Extension					Total		\$1,555.00
Without Time Extension					Optional Total		\$1,632.75



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Change Order

PROJECT: <i>(Name and address)</i> Landfill Scale and Maintenance Facility Fargo, North Dakota	CONTRACT INFORMATION: Contract For: Electrical Construction Date: September 29, 2021	CHANGE ORDER INFORMATION: Change Order Number: E-001 Date: October 22, 2021
OWNER: <i>(Name and address)</i> City of Fargo 225 Fourth Street North Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Stone Group Architects, Inc. 600 East 7th Street Sioux Falls, SD 57103	CONTRACTOR: <i>(Name and address)</i> Superior Electric of Fargo LLC 1533 Tenth Street North Fargo, ND 58102

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

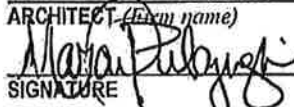
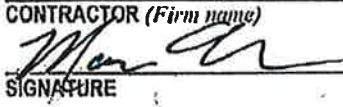
Revise Substantial Completion date to December 15, 2021.

The original Contract Sum was	\$ 224,059.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 224,059.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 224,059.00

The Contract Time will be increased by sixty-seven (67) days.
The new date of Substantial Completion will be December 15, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Stone Group Architects, Inc. ARCHITECT <i>(Firm name)</i>	Superior Electric of Fargo LLC CONTRACTOR <i>(Firm name)</i>	City of Fargo OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Marcia Pulczynski, Architect PRINTED NAME AND TITLE	Marc Erbes, President PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
10.26.21 DATE	10/26/2021 DATE	 DATE



1533 10th ST N
FARGO, ND 58102
PHONE: 701-850-9064

merbes@superiorelectricfargo.com

Project: Fargo Landfill Scale House and Maintenance Facility

Date: 10/13/2021

RE: CO for Substantial Completion

For the scale sight we are requesting an extension on time to 12/15/21

Reasons for not being done are the following:

- Final scales were completed early October, our conduits are installed to the scale house
- We roughed in the floor conduits in the scale house early October and still waiting for scale building to be enclosed
- All underground poles to be done next, had delays due to rain the last two weeks

For the maintenance building we are requesting extension on time to 11/15/2021

Reasons for not being done are the following:

- Final interior sheeting was completed 10/8/2021
- Final windows were not installed 10/8/2021
- Current overhead doors are still not in
- Mechanical still has items to complete for us to finish
- All lighting is up, conduit install will end of next week
- We won't pull wire until doors are all installed and building is secured

Sincerely,

Maro Erbes

Accepted by Signature _____

Printed Name _____

Date Accepted _____

REPORT OF ACTION

20

UTILITY COMMITTEE

Project No. SW 20-01

Type: Task Order Amendment– SW20-01
Wenck Associates
Civil Engineering Site Design

Location: Solid Waste Division – Landfill

Date of Hearing: 11/04/2021

<u>Routing</u>	<u>Date</u>
City Commission	11/15/2021
Project File	SW20-01

Terry Ludlum, Solid Waste Utility Director, presented the attached Task Order Amendment from Stantec (formerly Wenck Associates) for Civil Engineering Site Design Services relative to Project SW20-01, which is a landfill reclamation and reuse project including a new scale house and equipment maintenance and storage facility.

The original task order by Stantec which was formally approved on April 6, 2020, with the work to be performed on a *Time and Expense* basis for an original amount of \$61,600. The updated task order includes the following:

Task	Original Cost	Additional Cost	Total Cost
100 – Civil Engineering and City Submittal	\$ 21,600		\$ 21,600
200 – Stormwater Management	\$ 7,540		\$ 7,540
300 – Topographic Survey	\$ 3,260		\$ 3,260
400 – Private Utility Coordination	\$ 3,270		\$ 3,270
500 – Construction Documents	\$ 6,570		\$ 6,570
600 – Construction Administration	\$ 19,420	\$ 11,652	\$ 31,072
Additional Design Work Related to Revised Sanitary Sewer Alignment		\$ 1,100	\$ 1,100
Additional Topographic Survey and Grade Layout for Area West of Scales		\$ 2,100	\$ 2,100
Total	\$ 61,600	\$ 14,852	\$ 76,452

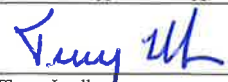
A breakdown of the additional items can be found attached to this document. Solid Waste staff recommends approval of the proposed task order amendment for Project SW20-01, Civil Engineering for New Scale House and Equipment Maintenance and Storage Facility located at the Fargo Landfill.

MOTION:

On a motion by Scott Liudahl, seconded by Brian Ward, the Utility Committee voted to approve the Task Order from Wenck Associates for Civil Engineering Site Design Services relative to Project SW20-01.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Anthony Gehrig, City Commissioner				X
Bruce Grubb, City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Engineer	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:



Terry Ludlum
Solid Waste Utility Director

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

To: Utility Committee
From: Terry Ludlum, Solid Waste Utility Director *TL*
 Scott Olson, Solid Waste Utility Engineer *SO*
Date: September 29, 2021
Subject: Stantec Engineering Task Order Amendment – Landfill Scale and Maintenance Facility Project SW 20-01

Attached for your reference is a proposal from Stantec (formerly Wenck) to amend the Engineering task order for the amount of \$14,852. The amendment is for extended construction administration time as well additional work included in *Project SW 20-01 Landfill Scale and Maintenance Facility*.

Background

The original task order by Stantec which was formally approved on April 6, 2020, with the work to be performed on a *Time and Expense* basis for an original amount of \$61,600. The updated task order includes the following:

Task	Original Cost	Additional Cost	Total Cost
100 – Civil Engineering and City Submittal	\$ 21,600		\$ 21,600
200 – Stormwater Management	\$ 7,540		\$ 7,540
300 – Topographic Survey	\$ 3,260		\$ 3,260
400 – Private Utility Coordination	\$ 3,270		\$ 3,270
500 – Construction Documents	\$ 6,570		\$ 6,570
600 – Construction Administration	\$ 19,420	\$ 11,652	\$ 31,072
Additional Design Work Related to Revised Sanitary Sewer Alignment		\$ 1,100	\$ 1,100
Additional Topographic Survey and Grade Layout for Area West of Scales		\$ 2,100	\$ 2,100
Total	\$ 61,600	\$ 14,852	\$ 76,452

The original task order included *Task 500 – Construction Administration* based on a 10-week construction duration. The additional cost included in this amendment is based on latest construction schedule provided by the General Contractor with a project completion date of November 19, 2021.

Task *Additional Design Work Related to Revised Sanitary Sewer Alignment* was completed at the City's request to provide the City with updated plan sheets and design specifications following the sanitary sewer design change that was formally approved on September 20, 2021.

Task Additional Topographic Survey and Grade Layout for Area West of Scales was completed at the request of the City to evaluate if additional earthwork will be needed to connect the haul road with the inbound and outbound scales given the driving grades as well as the turn radius' of the various vehicles that will frequent the site.

Recommendation

Approve the attached proposal for the amount of \$14,852 to amend the original Engineering task order with Stantec for additional work related to Project SW 20-01 Landfill Scale and Maintenance Facility.



Stantec Consulting Services, Inc.
3303 Fiachtner Drive Suite 100, Fargo, ND 58103

September 22, 2021
File: 227701511

Scott Olson
Solid Waste Utility Engineer
City of Fargo Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102

Reference: Landfill Scale and Maintenance Facility Additional Work

Dear Scott:

This is a request for additional funds on the Landfill Scale and Maintenance Facility project. (SW 20-01).

ORIGINAL PROJECT SCOPE

The original letter proposal dated March 9, 2020 and approved at the March 26, 2020 Utility Committee meeting included the following task items.

Task	Amount
100 – Civil Engineering and City Submittal	\$ 21,600
200 – Stormwater Management	\$ 7,540
300 – Topographic Survey	\$ 3,260
400 – Private Utility Coordination	\$ 3,270
500 – Construction Documents	\$ 6,570
600 - Construction Administration	\$ 19,420
Total	\$ 61,660

The approved scope included a construction duration at 10 weeks (Task 600).

ADDITIONAL PROJECT SCOPE

- The sanitary sewer alignment was changed to save costs and alleviate the need to close down Aggregate Industries Drive. This alignment change required additional design time.
- The City has requested that a topographic survey be completed to the west of the new scales to allow for work to be completed on the grade layout for landfill traffic.
- We are also requesting additional funds related to the extended construction duration. The first construction meeting was held on April 26, 2020, with construction starting shortly before that date. Currently we are on week 22 of construction activity.

We are requesting additional funds in the amount of \$14,852. This additional amount includes the following:

Task	Amount
Additional design work related to revised sanitary sewer alignment	\$ 1,100

September 22, 2021
Scott Olson
Page 2 of 2

Reference: Landfill Scale and Maintenance Facility Additional Work

Additional topographic survey and grade layout for area west of the scales (from the scales to 100 feet west of the top of existing slope)	\$ 2,100
Additional construction duration	\$ 11,652
Total	\$ 14,852

The work will be completed at our current approved hourly rates and billed for actual hours worked with the above amounts not to be exceeded without approval.

If you have any questions or need further information on this request please contact Randy Hanson at 701-893-2313.

Regards,

Stantec



Randy L. Hanson
Senior Project Manager
Phone: 701-893-2313
Randy.hanson@stantec.com

C.C.

21

November 15, 2021

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

Dear Commissioners;

The State of North Dakota Department of Transportation (ND DOT) has granted an extension for contracts 38190961B, 38190973A, and 38201125. There are no additional funds or funding impacts, only an extension of time for each.

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: William T. Panos
Director

FROM: Becky Hanson ^{DS} BH
Transit Program Manager ^{DS} PB
Paul Benning
Local Government Engineer

DATE: 11/2/2021

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 contractor to complete the contract for the purchase of new vehicles. The project has taken longer than anticipated. No additional funds were added to this amendment.

The original contract has \$20,197 remaining as of October 25, 2021.

38/bh 328-2542

NORTH
Dakota | Transportation
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November 2, 2021

Julie Bommelman
Fargo MAT
650 23rd St North
Fargo, ND 58102

Amendment to Contract 38190961

On October 25, 2021, you completed the Period of Performance/Contract Extension Request form requesting a time extension for your 5339 Contract #38190961. The request for additional time has been approved and a copy is attached for your records.

Enclosed is the above-referenced amendment for your signature. The contract amendment specifies no additional funding and has a new completion date of June 30, 2022. The remaining contract amount is \$20,197 for the replacement of all the lighting at the Metro Transit Garage.

If you have any questions or need assistance, please call the Transit Section at (701) 328-2542.

DocuSigned by:

C09648C90D69421...

BECKY HANSON – TRANSIT PROGRAM MANAGER

38:cn

Cc: Tim Mahoney, Mayor of Fargo

NDDOT Contract No. 38190961B

North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 38190961
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 North, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 19, 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 19, 2019, shall have a new completion date of June 30, 2022.



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 M. Benning

SIGNATURE
A411F817506247A...

11/2/2021

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 (2-2020)

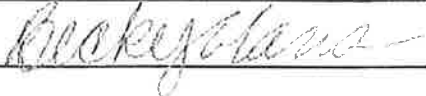
Instructions:

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 10/25/2021	Funding Program 5339
Contract Number 38190961A	Remaining Contract Amount \$20,197.00
Current Contract End Date 12/31/2021	Proposed End Date (June 30th or December 31st) 6/30/2022

Subrecipient (Agency Name) City of Fargo	
Contact Person Julie Bommelman	Telephone Number 701-476-6737
Email Address jbommelman@fargond.gov	
Project Description The project within this grant is to upgrade and replace all the lighting at the Metro Transit Garage (MTG).	
<p>1. Reason for Delay (Provide a detailed description.) We are upgrading/replacing all the lighting and had anticipated being done with the project by now, however, there were parts unavailable that has delayed the project. In addition, with the project to repair the pit/hoist (contract 38201125) and the decision to fill in the pit and add the 2 hoists, some of the scope of the lighting project has been adjusted to accommodate those changes. The actual work is partially done and will be tied to completion of the work in contract 38201125. We anticipate it will be done in advance of June 30, 2022.</p>	
<p>2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.) The status of the contract project for the lighting upgrade/replacement is the project engineer had completed their assessment, drawn up all the bid documents and bid out the project. The work was awarded to Superior Electric. Following award, all parts were ordered, however, some of the parts were unavailable due to supply chain issues. It is anticipated the actual finalization of the work will occur in February/March of 2022. Currently there is \$20,197 of \$53,600 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.) The plan is to finalize receipt of remaining parts and incorporate those parts into the project to finish it. The actual final construction will be in early 2022 with completion being well before the June 30, 2022 date.</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>Supply chain issues have caused delays in this project.</u></p>	

Authorized Official or Agency Designee Julie Bommelman	Completion Date 10/25/2021
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.	
Signature of Authorized Official or Agency Designee 	Date 10.25.21

<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 10/28/2021
Comments:	

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: 33411DE4D0394D79A67D4AEE90CC7637
Subject: Contract #38190961B: Please DocuSign: Contract Amendment
Contract Number: 38190961B
PCN:
Source Envelope:
Document Pages: 6
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
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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

Becky Hanson
bhanson@nd.gov
Carahsoft OBO North Dakota Department of Transportation CLOUD
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

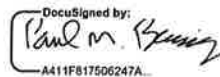
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Signed: 11/2/2021 1:56:41 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

DocuSigned by:

A411F817506247A...

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Using IP Address: 165.234.253.12

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Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Signer Events	Signature	Timestamp
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		
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		
Jen Turnbow jturnbow@nd.gov Security Level: Email, Account Authentication (None), Authentication		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren 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
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Editor Delivery Events	Status	Timestamp
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Connie Nelson conelson@nd.gov Transit Agency Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None)	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">VIEWED</div> Using IP Address: 165.234.252.245	Sent: 11/2/2021 11:14:01 AM Viewed: 11/2/2021 12:52:43 PM Completed: 11/2/2021 12:57:55 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp
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Julie Bommelman jbommelman@fargond.gov Security Level: Email, Account Authentication (None)		Sent: 11/2/2021 4:24:01 PM Viewed: 11/3/2021 12:57:02 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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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
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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MEMO TO: William T. Panos
Director

FROM: Becky Hanson ^{DS}
Transit Program Manager ^{DS}
Paul Benning ^{DS}
Local Government Engineer

DATE: 11/2/2021

SUBJECT: Section 5310, Special Needs for Elderly and Disabled Individuals
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 contractor to complete the contract for the purchase of new vehicles. The project has taken longer than anticipated. No additional funds were added to this amendment.

The original contract has \$72,000 remaining as of October 25, 2021.

38/bh 328-2542

NORTH
Dakota | Transportation
Be Legendary.™

November 2, 2021

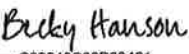
Julie Bommelman
Fargo MAT
650 23rd St North
Fargo, ND 58102

Amendment to Contract 38190973

On October 25, 2021, you completed the Period of Performance/Contract Extension Request form requesting a time extension for your 5310 Contract #38190973. The request for additional time has been approved and a copy is attached for your records.

Enclosed is the above-referenced amendment for your signature. The contract amendment specifies no additional funding and has a new completion date of June 30, 2022. The remaining contract amount is \$72,000 for the purchase of a bus under 30 feet.

If you have any questions or need assistance, please call the Transit Section at (701) 328-2542.

DocuSigned by:

C09648C90D69421...

BECKY HANSON – TRANSIT PROGRAM MANAGER

38:cn

Cc: Tim Mahoney, Mayor of Fargo

NDDOT Contract No. 38190973B

**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 North, 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, 2022.



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:

NAME (TYPE OR PRINT)

SIGNATURE

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.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

COMPANY NAME

OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

Paul M. Benning

SIGNATURE

A411F817506247A...

11/2/2021

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 (2-2020)

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 10/25/2021	Funding Program 5310
Contract Number 38190973A	Remaining Contract Amount \$72,000.00
Current Contract End Date 12/31/2021	Proposed End Date (June 30th or December 31st) 6/30/2022

Subrecipient (Agency Name) City of Fargo	
Contact Person Julie Bommelman	Telephone Number 701-476-6737
Email Address jbommelman@fargond.gov	
Project Description Purchase 3 less than 30-foot buses.	
<p>1. Reason for Delay (Provide a detailed description.) We are purchasing 3 vehicles, we have received 2 of the 3 vehicles. The third vehicle was prepared to be delivered to us, when it caught on fire at the dealership and could not be salvaged. That last vehicle is in production and will be delivered by June 30, 2022.</p>	
<p>2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.) The status of the contract projects is 2 of the 3 vehicles in the contract have been delivered and reimbursement was requested last week. We are awaiting the third vehicle, which will be delivered by June 30, 2022. Percent of budget remaining is 1/3 for the third vehicle.</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 plan is to await delivery of the third vehicle following the original vehicle being totaled at the dealership by a fire. The dealer has a replacement vehicle on order.</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 Julie Bommelman	Completion Date 10/25/2021
-----------------------------------------------------------	-------------------------------

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 Bommelman</i>	Date 10.25.21
-------------------------------------------------------------------------------	------------------

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

Recommendation:

Approved Not Approved

Signature <i>Becky Johnson</i>	Date 10/28/2021
-----------------------------------	--------------------

Comments:

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

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Contract Number: 38190973B
PCN:
Source Envelope:
Document Pages: 6
Certificate Pages: 3
AutoNav: Enabled
Envelope 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
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Holder: Connie Nelson
conelson@nd.gov
Location: DocuSign
Security Appliance Status: Connected
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Storage Appliance Status: Connected
Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD
Location: DocuSign

Signer Events

Becky Hanson
bhanson@nd.gov
Carahsoft OBO North Dakota Department of Transportation CLOUD
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


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

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Electronic Record and Signature Disclosure:
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Security Level: Email, Account Authentication (None)

Signer Events	Signature	Timestamp
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		
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		
Jen Turnbow jturnbow@nd.gov Security Level: Email, Account Authentication (None), Authentication		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren 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
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Editor Delivery Events	Status	Timestamp
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Connie Nelson conelson@nd.gov Transit Agency Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None)	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">VIEWED</div> Using IP Address: 165.234.252.245	Sent: 11/2/2021 11:18:54 AM Viewed: 11/2/2021 12:45:55 PM Completed: 11/2/2021 12:52:04 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Agent Delivery Events	Status	Timestamp
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Julie Bommelman jbommelman@fargond.gov Security Level: Email, Account Authentication (None)		Sent: 11/2/2021 1:06:35 PM Viewed: 11/5/2021 11:24:52 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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 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:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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MEMO TO: William T. Panos
Director

FROM: Becky Hanson ^{DS}
Transit Program Manager ^{DS}
Paul Benning ^{DS}
Local Government Engineer

DATE: 11/2/2021

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 contractor to complete the contract for equipment and facility renovations. The project has taken longer than anticipated. No additional funds were added to this amendment.

The original contract has \$684,859 remaining as of October 25, 2021.

38/bh 328-2542

NORTH
Dakota | Transportation
Be Legendary.™

November 2, 2021

Julie Bommelman
Fargo MAT
650 23rd St North
Fargo, ND 58102

Amendment to Contract 38201125

On October 25, 2021, you completed the Period of Performance/Contract Extension Request form requesting a time extension for your 5339 Contract #38201125. The request for additional time has been approved and a copy is attached for your records.

Enclosed is the above-referenced amendment for your signature. The contract amendment specifies no additional funding and has a new completion date of June 30, 2022. The remaining contract amount is \$684,859 for the repair of the bus garage pit/hoists and exterior renovation of the Ground Transportation Center.

If you have any questions or need assistance, please call the Transit Section at (701) 328-2542.

DocuSigned by:

C09648C90D69421...

BECKY HANSON – TRANSIT PROGRAM MANAGER

38:cn

Cc: Tim Mahoney, Mayor of Fargo

NDDOT Contract No. 38201125A

**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 St North, 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 June 30, 2022. See Attachment A.



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)

SIGNATURE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

TITLE

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 M. Benning

SIGNATURE

A411F817506247A...

11/2/2021

DATE

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



NDDOT CONTRACT NO. 38201125

**North Dakota Department of Transportation
SECTION 5339 TRANSIT GRANT SUPPLEMENTAL CONTRACT INFORMATION**

Federal Award Information – Required by 2 CFR Part 200

CFDA No.: 20.526

CFDA Title: Federal Transit Capital Investment

Award Name: Section 5339 - Federal Transit Capital Investment Grants

Federal Award Project Description: Provide grant funds to finance capital projects such as rolling stock, equipment, facility construction, and/or capital improvements that will benefit transit projects that serve the state of North Dakota.

Awarding Federal Agency: Federal Transit Administration (FTA)

Pass-through entity: 1153 - North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Becky Hanson

Telephone & Email: 701-328-2542, bhanson@nd.gov

Subrecipient/Contractor Name: City of Fargo **DUNS No.:** 070265871

Federal Aid Identification No. (FAIN) and Award Date: ND2021-003; 1/13/2021

Period of Performance: 9/30/2023

Total Federal Award: \$694,160

Total Project Budget Including Local Match: \$867,700

Total Budget: \$867,700 **Federal Funds:** \$694,160, 80% **Matching Funds:** \$173,540, 20%

Subaward Period of Performance Start date: Shall begin upon execution of this agreement by both parties.

Subaward Period of Performance End date: 2/10/2022

Subaward Budget Period Start Date: 1/13/2021

Subaward Budget Period End Date: 6/30/2022

Research and Development Activities: This award does not include funds for Research and Development activities.

Indirect Cost Rate (ICAP): Not applicable

Notice to Subrecipients: This agreement is subject to all the Certifications and Assurances required by the FTA. Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST

North Dakota Department of Transportation, Local Government
SFN 61785 (2-2020)

Instructions:

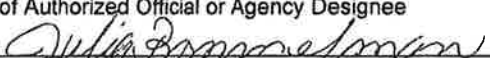
Requests for period of performance /contract end date extensions must be submitted at least 90-days prior to the current end date. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed.**

Submittal Date 10/25/2021	Funding Program 5339
Contract Number 38201125	Remaining Contract Amount \$684,859.00
Current Contract End Date 12/31/2021	Proposed End Date (June 30th or December 31st) 6/30/2022

Subrecipient (Agency Name) City of Fargo	
Contact Person Julie Bommelman	Telephone Number 701-476-6737
Email Address jbommelman@fargond.gov	
Project Description There are 2 projects within this grant: repair the bus garage pit/hoists and exterior renovation on the Ground Transportation Center (GTC).	
<p>1. Reason for Delay (Provide a detailed description.) We are repairing the bus garage pit and the hoists (also within the garage). It had been determined the pit was in such a state of disrepair, that it would be best to fill in the pit and install 2 more hoists within the old pit area. The project has been bid out, with bids due Wednesday, October 27, 2021. The actual work will be done in January/February 2022 and completed by June 30, 2022.</p> <p>The GTC exterior renovation is well under way and may be completed by the end of this calendar year, however, it may go a bit beyond that and an extension of the agreement is prudent in the event it does run over.</p>	
<p>2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.) The status of the contract project for the pit/hoists is the project engineer has completed their assessment, drawn up all the bid documents and bid out the project. The bids are due Wednesday, October 27, 2022 and will be opened on that day. The successful bidder will be chosen, recommended to the City Commission and the work will be awarded within the next 3 weeks. Following award, it is anticipated the actual work will occur in January/February of 2022. Currently there is \$342,687 of \$344,160 remaining. The status of the contract project for the GTC is the project was bid in Spring 2021 with work beginning in June 2021. The project includes replacing the roof, removing most of the overhang canopy around the building and replacing it with all new LED lighting and enclose the underneath of the canopy, repair portions of the bus deck, install benches around the building, install safety fencing and painting. Both projects will be completed by June 30, 2022. Currently there is \$340,699 of \$350,000 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.) The plan is to open bids on the pit/hoist project and award the work to a contractor by the end of this calendar year and start the actual construction in early 2022 with completion being well before the June 30, 2022 date. The plan for the exterior renovations on the GTC is to complete all aspects of the project by this calendar year end, however, if it is not fully completed, it will be finalized early 2022.</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 Julie Bommelman	Completion Date 10/25/2021
-----------------------------------------------------------	-------------------------------

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 	Date 10.25.21
------------------------------------------------------------------------------------------------------------------------------------------	------------------

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

Recommendation:
 Approved Not Approved

Signature 	Date 10/28/2021
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Comments:

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

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 Contract Number: 38201125A
 PCN:
 Source Envelope:
 Document Pages: 7
 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
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 Storage Appliance Status: Connected

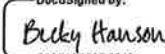
Holder: Connie Nelson
 conelson@nd.gov
 Pool: StateLocal
 Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

Location: DocuSign
 Location: DocuSign

Signer Events

Becky Hanson
 bhanson@nd.gov
 Carahsoft OBO North Dakota Department of Transportation CLOUD
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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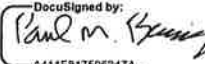
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Paul Benning
 pbenning@nd.gov
 Security Level: Email, Account Authentication (None), Authentication

DocuSigned by:

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Electronic Record and Signature Disclosure:
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Security Level: Email, Account Authentication (None)

Signer Events	Signature	Timestamp
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Connie Nelson conelson@nd.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Shannon Sauer ssauer@nd.gov Security Level: Email, Account Authentication (None), Authentication</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Jen Turnbow jturnbow@nd.gov Security Level: Email, Account Authentication (None), Authentication</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Laureen M. Martin lmartin@nd.gov Security Level: Email, Account Authentication (None), Authentication</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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<p>Connie Nelson conelson@nd.gov Transit Agency Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">VIEWED</div> <p>Using IP Address: 165.234.252.245</p>	<p>Sent: 11/2/2021 11:22:42 AM Viewed: 11/2/2021 11:35:21 AM Completed: 11/2/2021 12:45:09 PM</p>
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<p>Julie Bommelman jbommelman@fargond.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 11/2/2021 1:05:47 PM Viewed: 11/5/2021 11:25:45 AM</p>
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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:

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Notary Events	Signature	Timestamp
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Envelope Sent

Hashed/Encrypted

11/2/2021 11:22:42 AM

Payment Events	Status	Timestamps
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November 15, 2021

22

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

Dear Commissioners:

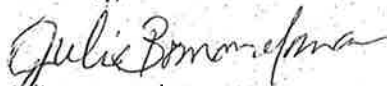
The State of North Dakota has made \$12M available in grant funding for public transportation (transit). The grant opportunity is for capital discretionary 5339 CDFA No. 20.526 and 5310 CFDA No. 20.513 funds (for bus and bus facilities by the Federal Transit Administration (FTA) and administered by the NDDOT). The Transit Department can utilize our State Aid allocation towards funding a portion of the local share and the remainder of the local share for the projects is included in the Transit capital budget for 2022.

This grant would have a profound impact on our community's transit system and the transportation options we offer our residents. There is a critical need to get vehicle purchases on a regular, rotating schedule – this grant would allow for the replacement of five (5) 35-foot and three (3) paratransit vehicles, miscellaneous interior replacements/upgrades to the Metro Transit Garage (MTG) which is thirteen years old (i.e. replacement of the bus wash), the Mobility Manager position and a replacement service vehicle (these last four items will be cost shared with the City of Moorhead paying 1/3).

The Transit Development Plan identified the need to upgrade and rehab equipment, and the Federal Transit Administration has implemented a requirement to have and follow a Transit Asset Management Plan which outlines equipment maintenance and lifecycle requirements.

The requested motion is to approve applying for grant funding for the items listed, and, upon successful receipt of funds, approve the grant execution. Thank you.

Sincerely,



Julie Bommelman
City of Fargo Transit Director
701-476-6737
jbommelman@cityoffargo.com

23

November 15, 2021

The Honorable Board of City Commissioners
City of Fargo
225 4th St N
Fargo, North Dakota 58102

RE: RFQ21072 Metro Transit Garage Hoist Replacement

Commissioners,

On June 14, 2021, the Fargo City Commission approved a contract with KLJ for the Architecture and Engineering services for the Metro Transit Garage drive-over pit repair and in-ground hoists replacement. The project was bid and three (3) firms submitted bids, however, one (1) of the bidders failed to acknowledge addenda on or within the bid bond envelope which negated our ability to open that bid (see attached). Based on the assessment by KLJ, Inc. and thorough review of the responsive bids, we are recommending award of the contract for the repair of the drive-over pit and the replacement of the in-ground hoists at the Metro Transit Garage to the lowest responsible bidder, Gast Construction, Inc.

The project is funded by NDDOT grant contract number 38201125 which was presented to and approved by the City of Fargo Commission on September 9th, 2020.

Recommended Action: *For RFQ21072, approve award of the contract to repair the drive-over pit and replace the in-ground hoists at the Mero Transit Garage to Gast Construction, Inc., sign the Notice of Award and direct staff to work with the City Attorney's office to develop a contract.*

Respectively submitted,



Julie Bommelman
Transit Director

Attachments:

Recommendation of Award for MTG Pit Repairs & Hoist Replacement Letter from KLJ
Notice of Award

For Schedule Information: 701-232-7500



300 23rd Ave E, Suite 100
 West Fargo, ND 58078
 701.232.5353
 KLJENG.COM

November 8, 2021

Jordan Smith
 Assistant Transit Director, Fleet and Facilities
 City of Fargo
 650 23rd Street North
 Fargo, ND 58102

Re: Recommendation of Award for MTC Pit Repairs & Hoist Replacement (F20003)

Bids on the referenced project were opened on October 27, 2021. A total of 3 bids were received. One bid was rejected as the bidder failed to acknowledge the addenda on or within the bid bond envelope. The bids were reviewed for accuracy and no discrepancies were noted. Bidders were provided 48-hours after the bid opening to submit the Disadvantage Business Enterprise (DBE), Good Faith Efforts (GFE), and DUNS/SAM documentation, all of which was received from Gast Construction within the allotted timeframe. Gast Construction also provided the proper bid requirements for Buy American documentation, Debarment or Suspension Certificate, Certificate of Restriction of Lobbying and Non-Collusion Affidavit form. KLJ reviewed these documents and believes Gast Construction to be responsive to requirements set forth in the Project Manual.

The apparent low bidder submitting a bid are listed below for the single prime contract.

Gast Construction Company, Inc.	\$150,300.00
Engineer's Opinion of Cost	\$142,500.00

As bid, the total base bid construction costs are \$7,800.00, or about 5.5%, more than the engineer's opinion of cost.

KLJ has reviewed the information supplied by the bidders and recommends the Owner determine the low bidder, Gast Construction, is responsible if the Owner determines that the bidder's GFE efforts were reasonable. The DBE goal for this project is 1.25 percent. None of the bids submitted committed to DBE participation, but Gast did provide the GFE documentation required. Also refer to 49 CFR 26.53(a) which states an owner may award the contract to a bidder/offer whom does not meet the DBE requirements, but has "made good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so." In addition, "you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal". Additional information can be found in Appendix A of 49 CFR. In this appendix it is noted "mere pro forma efforts are not good faith efforts to meet the DBE contract requirements". Additionally, "when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal."



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

If you elect to move forward with awarding the contract to Gast Construction, you will find the *Notice of Award* attached for your approval. Please date (top of the document), sign and return to our office. We will send to Gast Construction for their signature and then return a copy to you for your records. If you have any questions, please contact our office.

Sincerely,

KLJ Engineering, LLC

Cassie McNames, PE
Project Manager

Project No.: 2104-00561

Copy To: Jordan Smith, Becky Hanson

Enclosure(s): (1) Bid tabulation, (1) Good Faith Efforts, (1) DBE Documentation (1) SAM documentation,
(1) Notice to Award

REPORT OF ACTION

UTILITY COMMITTEE

24

Project No. WA2004

Type: South Regional Water Connection - Change Order #3

Location: 52nd Avenue South near the Sheyenne River

Date of Hearing: 11/4/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/15/2021</u>
Project File	<u> </u>

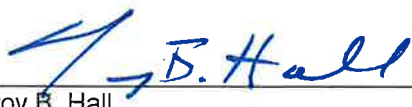
Troy Hall, Water Utility Director, presented the attached memo, letter from AE2S, and change order form for Project WA2004, South Regional Water Connection – Phase 1. The project installed a 24-inch pipe in 2020, connecting to the West Fargo water distribution system. This included directional drilling to install the 24-inch pipe under the Sheyenne River. The change order is a cost decrease of \$2,111.78. It is a final balancing change order to allow the close out of Project WA2004. A State Water Commission grant of 60 percent and Infrastructure Sales Tax (Fund 450) paid for this project. A 3rd pumps station to West Fargo became operational in August, 2021 and the 24-inch pipe installed under Project WA2004 is now in service.

MOTION:

On a motion by Jim Hausauer, seconded by Brenda Derrig, the Utility Committee voted to approve Change Order #3 with Sellin Brothers, Inc. with a cost decrease of \$2,111.78 for Project WA2004.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	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			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer	X			
Jason Halsne, Enterprise Control Systems Mgr.	X			

ATTEST:



 Troy B. Hall
 Water Utility Director

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

MEMORANDUM
October 26, 2021

To: Utility Committee
From: Troy B. Hall, Water Utility Director *TBH*
Re: WA2004 Change Order #3 – South Regional Water Connection – Phase 1 (Final Balancing Change Order)

Introduction

Attached, please find a proposal for a final balancing change order with Sellin Brothers, Inc. regarding Project WA2004. Change Order #3 is a cost reduction of \$2,111.78. The construction primarily focused on installing a segment of 24-inch pipe for a 3rd West Fargo water service connection, including directional drilling to install the pipe under the Sheyenne River. Construction is complete and an itemized list of quantity changes is provided in the attached AE2S letter. With approval of this proposed change order, the new contract price will be \$1,278,080.98. Project WA2004 used 60-percent grant funding from the North Dakota State Water Commission (SWC).



Diagram shows phases of 3rd West Fargo Water Service Connection & Drain Improvements for Storm Water Management and Water Supply to the Water Treatment Plant.

Plan of Financing

The local share for the project was defined in accordance with a specific Water Utility budget line and was in the 20-years Capital Improvement Plan (CIP).

SUGGESTED MOTION:

Approve Change Order No. 3 with Sellin Brothers, Inc. as a cost reduction of \$2,111.78 for Project WA2004.

Your consideration in this matter is greatly appreciated.

October 7th, 2021

Mr. Dan Portlock
 Water Utility Engineer
 City of Fargo Water Treatment Plant
 435 14th Ave S
 Fargo, ND 58103-4306

**Re: Change Order No. 3 to Contract No. 1
 Fargo South Regional Water Connection Phase 1
 City of Fargo Project #WA2004**

Dear Mr. Portlock:

Enclosed please find a copy of Change Order No. 3 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

Description:

- 1) Work includes a to-date balancing change order for changes in the “as-built” quantities of the project as compared to the “plan” quantities.
- 2) Work includes amending the project final completion date to October 18, 2021.

The cost impact to Contract No. 1 is summarized in the following table. **Black** text indicates an increase and **red** text indicated a decrease in project dollar value.

Change Order No. 3	
Balancing Change Order Items	Cost
1. 39 F&I Crushed Concrete	\$570.00
2. 40 Mulching Type 1 – Hydro	(\$149.04)
3. 41 Mulching Type 2 – Straw	(\$50.24)
4. 42 Seeding Type A	(\$309.00)
5. 43 Seeding Type B	(\$33.06)
6. 44 Seeding Type C	(\$81.64)
7. 46 Salvage and Relocate Tree	\$666.00
7. 49 Sediment Control Log 10” to 15” Diameter	(\$510.00)
8. 51 Inlet Protection – New Inlet	\$1,000.00
9. 56 F&I Erosion Control Blanket Type 1	(\$3,214.80)
Total for Final Balancing Change Order=	(\$2,111.78)

Upon the City of Fargo’s acceptance of Change Order No. 3, please sign and date the four original copies. Retain one copy for your records and scan a copy to AE2S. AE2S will forward a copy to SBI and will retain a remaining copy for our records. Please contact me if you have any questions or need additional information.



Sincerely,

Advanced Engineering and Environmental Services, LLC (AE2S)

A handwritten signature in blue ink that reads "Chase Julson".

Chase Julson, PE

Attachments

Change Order No. 3

Updated Quantity forms with increases in plan quantity highlighted in **blue** and decreases in plan quantity highlight in **yellow**.

Change Order No. 3

Date of Issuance: 10/18/2021	Effective Date: 10/18/2021
Owner: City of Fargo	Owner's Contract No.: WA2004
Contractor: Sellin Brothers, Inc.	Contractor's Project No.: 1047
Engineer: Advanced Engineering and Environmental Services, LLC	Engineer's Project No.: P00803-2018-028
Project: Fargo South Regional Water Connection Phase 1	Contract Name:


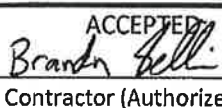
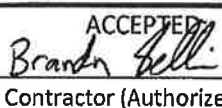
The Contract is modified as follows upon execution of this Change Order:

Description:

1) Work includes a to-date balancing change order for changes in the "as-built" quantities of the project as compared to the "plan" quantities.

Attachments: Updated Quantity forms with increases in plan quantity highlighted in and decreases in plan quantity highlight in .

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,222,187.00</u>	Original Contract Times: Substantial Completion: <u>June 1, 2021</u> Ready for Final Payment: <u>August 1, 2021</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>58,005.76</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>June 15, 2021</u> Ready for Final Payment: <u>August 15, 2021</u> days or dates
Contract Price prior to this Change Order: \$ <u>1,280,192.76</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 15, 2021</u> Ready for Final Payment: <u>August 15, 2021</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(52,111.78)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>June 15, 2021</u> Ready for Final Payment: <u>October 18, 2021</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,278,080.98</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>June 15, 2021</u> Ready for Final Payment: <u>October 18, 2021</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: <u></u>	By: _____	By: <u></u>	By: _____
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____
Date: <u>10/04/2021</u>	Date: _____	Date: <u>10-04-21</u>	Date: _____	Date: <u>10-04-21</u>	Date: _____

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

REPORT OF ACTION

UTILITY COMMITTEE

25

Project No. WA1852

Type: AE2S Task Order #12 – Regional
Emergency Water Supply Lift Station

Location: 52nd Avenue South near the Sheyenne River

Date of Hearing: 11/4/2021

<u>Routing</u>	<u>Date</u>
City Commission	11/15/2021
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding a proposed AE2S task order for design and bidding services for Project WA1852, Drain 27 Improvements. After drought conditions in 2021, Water Utility staff is recommending this project to allow higher water supply volumes from our emergency water source, the Sheyenne River. The task order is in the amount of \$448,720. Under the task order, a high volume/low pressure pump station and associated piping will be designed to transfer water from the Sheyenne River to a storm pond. Under drought conditions, the water from the storm pond will ultimately end up in Drain 27 and the Red River to the Water Treatment Plant. This 'open channel' approach is a fraction of the cost compared to a large diameter pipe through urban areas to the WTP. The project is recommended to be funded by a low interest State Revolving Fund (SRF) loan that is already approved. Grant funding is also being pursued for this project.

MOTION:

On a motion by Terry Ludlum, seconded by Mark Miller, the Utility Committee voted to approve the proposed Task Order #12 with AE2S in the amount of \$448,720 to design and bid a Regional Emergency Water Supply Lift Station under Project WA1852.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.		X		
Mark Miller, Wastewater Plant Supt.		X		
Bruce Grubb, City Administrator		X		
Scott Liudahl, City Forester		X		
Terry Ludlum, Solid Waste Utility Director		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		
Dan Portlock, Water Utility Engineer		X		
Scott Olson, Solid Waste Utility Engineer		X		
Jason Halsne, Enterprise Control Systems Mgr.		X		

ATTEST:



 Troy B. Hall
 Water Utility Director

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

MEMORANDUM
 November 1, 2021

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: AE2S Task Order #12 – Regional Emergency Water Supply Lift Station Design

Introduction

Attached, please find a task order proposal from AE2S for services related to the design of a pump lift station to transfer Sheyenne River water from the Sheyenne to a storm pond (see diagram below). Once the water is transferred to the storm pond, raw water will flow to the Water Treatment Plant (WTP) by gravity. In comparison to building another large-diameter pipeline from the Sheyenne River to the WTP, the gravity/open channel approach has very significant cost savings. Some of the design features will be sized for Red River Valley Water Supply Project (RRVWSP) capacity.

This is Project WA1852 and in the Water Utility 20-year Capital Improvement Plan (CIP). After drought conditions in 2021 and water supply limitations, Project WA1852 is being moved up in priority for design and construction. This project is an approved project in an open State Revolving Fund (SRF) loan. AE2S and Water Utility staff are pursuing grant funding under the FEMA Pre-Disaster Mitigation (PDM) program. Expected project completion is summer of 2023.



Construction phases (Phases 1-3) for Drain 27 Conveyance Improvements shown above.

Background

This project will complete Phases 2 & 3 for the overall Drain 27 Improvements project (see diagram). Phase 1 is complete. Using this conveyance method for water supply is much lower in cost compared to constructing an additional pipeline to the Water Treatment Plant (WTP) at 435 14th Avenue South. Phase 1 was a partnership between the Water Utility and the Engineering Department, serving as both water supply and storm drainage. The Water Utility portions of the project were anticipated to be constructed in 3 phase. Design criteria for Phase 2 and 3 are now needed due to drought conditions. Water Utility staff intends to work on permit requirements to allow additional withdrawals out of the Sheyenne River associated with a Lake Ashtabula permit.

Partly due to development, there has been significant construction in the 52nd Avenue area near the Sheyenne River by the Engineering Department, Public Works, and Water Utility. Some of the other related projects include:

- Project DN18A1 – Drain 27 Improvements
- Project WA1303 – Sheyenne River Pump Station
- Project WA1510 – Sheyenne River Pump Station Improvements
- Project WA2001 – Fiber Optic Master Plan
- Project WA2004 – South Regional Connection – Phase 1
- Project WA2008 – Zebra Mussel Chemical Equipment
- Project WA2012 – South Regional Connection – Phase 2

Scope of Services and Task Order Details for the Drain 27 Conveyance Improvements

Water Utility staff recommends that the proposed scope of work is important for the successful design of WA1852, Drain 27 Conveyance Improvements – Phases 2 & 3:

<u>Phase</u>	<u>Task Number and Task Name</u>	<u>Est. Hours</u>	<u>Amount</u>
Phase 030	Preliminary Design Phase Services		
	01 Project Management and Administration	47	\$ 9,410
	02 Preliminary Engineering	204	\$ 36,350
	03 Surveying	60	\$ 12,220
Phase 030	Final Design Phase Services		
	01 Project Management and Administration	140	\$ 29,880
	02 Process Design	750	\$117,210
	02 Structural Design	426	\$ 52,850
	02 Civil Design	630	\$104,340
	03 Electrical and I&C Design	355	\$ 60,030
Phase 030	Preliminary Design Phase Services		
	01 Pre-Bidding Administration	95	\$ 18,990
	02 Post-Bidding Administration.	30	\$ 7,440
	Total		\$448,720

Financial Considerations

The use of a channel to convey Sheyenne River water to Drain 27 is much lower cost compared to constructing another pipeline to the Water Treatment Plant and a high pressure pump station. This project is in the 20-year CIP and is an eligible project for using an State Revolving Fund (SRF) loan. The Industrial Commission for the State of North Dakota approve the SRF loan on March 28, 2018. This project will need to be pushed up in timeline compared to information submitted for the 2022 budget, but loan SRF loan funding is available and already approved for this specific project by the North Dakota Department of Environmental Quality (NDDEQ).

SUGGESTED MOTION:

Approve AE2S Task Order #12 in the amount of \$448,720 to design and bid Phases 2 and 3 of the Drain 27 Conveyance Improvements project (WA1852), paid by an approved SRF loan.

Your consideration in this matter is greatly appreciated.



November 4, 2021

Mr. Troy Hall
Water Utility Director
435 14th Ave S
Fargo, ND 58103

**RE: Regional Emergency Water Supply Lift Station and Pipeline
Preliminary Design, Final Design, and Bidding Phase Services
Task Order No. 12**

Dear Troy:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Regional Emergency Water Supply Lift Station and Pipeline Project. This letter and the attached Task Order No. 12 provide the proposed scope of services for Preliminary Design, Final Design, and Bidding Phase Services. The proposed fee for these services, expenses, and reimbursables is \$448,720.

The City of Fargo's existing Sheyenne River Intake and Pump Station system has a maximum capacity of approximately 16 million gallons per day due to hydraulic limitations in the pipeline between the pump station and the Water Treatment Plant, consisting of nine miles of 30-inch pipe. This existing infrastructure does not have sufficient capacity to meet the future regional water demand projections or the region's Red River Valley Water Supply Project (RRVWSP) flow nominations, leaving the growing regional population susceptible to inadequate water supply in the event of a drought on the Red River system. This project provides the necessary infrastructure for Fargo to better access emergency water supply from its permitted appropriations for Lake Ashtabula and future flows from the RRVWSP. Key components include a connection to the existing Sheyenne River intake and construction of a new regional water supply lift station that utilizes overland conveyance in lieu of a costly new transmission pipeline to deliver emergency water supply to the Water Treatment Plant.

If you agree with the proposed scope of services and associated professional fees presented in the attached Task Order No. 12, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other fully-executed copy to AE2S. We are excited to assist the City of Fargo in completing this important project.

Submitted in Service,

A handwritten signature in blue ink that reads "Ryan Grubb".

Ryan Grubb, PE
Operations Manager

This is Water Consulting Task Order No. 12, consisting of 4 pages.

Water Consulting Task Order No. 12

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Task Order Date: November 15, 2021
- B. Owner: City of Fargo (Water Utility)
- C. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)
- D. Engineer Project No.: P00803-2021-028
- E. Specific Project (title): Regional Emergency Water Supply Lift Station and Pipeline – Design and Bidding
- F. Specific Project (description):

Project includes Preliminary Design, Final Design, and Bidding phase services for the Regional Emergency Water Supply Lift Station and Pipeline project. The project components include a connection to the existing Sheyenne River intake pipeline with a diversion structure, a large diameter pipeline routed to a new lift station consisting of low head, high flow vertical turbine pumps with provisions for future capacity expansion, a lift station discharge manifold with valves and flow meters, a discharge pipe routed to a storm water pond, an energy dissipation outfall structure, and other ancillary improvements.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
 - Final Design Phase (Exhibit A, Paragraph A1.03)
 - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- B. Resident Project Representative (RPR) Services: None.
- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order approval – November 15, 2021
- Preliminary Engineering Phase – December 2021
- Final Design Phase – January – April 2022
- Bidding Phase – May 2022
- Anticipated Start Construction – July 2022

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
030	<i>Preliminary Design Phase Services</i>	<i>Method A</i>		
01	<i>Project Management and Administration</i>		47	\$9,410
02	<i>Preliminary Engineering</i>		204	\$36,350
03	<i>Surveying</i>		60	\$12,220
040	<i>Final Design Phase Services</i>	<i>Method A</i>		
01	<i>Project Management and Administration</i>		140	\$29,880
02	<i>Process Design</i>		750	\$117,210
03	<i>Structural Design</i>		426	\$52,850
04	<i>Civil Design</i>		630	\$104,340
05	<i>Electrical and I&C Design</i>		355	\$60,030
050	<i>Bidding or Negotiating Phase Services</i>	<i>Method A</i>		
01	<i>Pre-Bidding Administration</i>		95	\$18,990
02	<i>Post-Bidding Administration</i>		30	\$7,440
Total			2,737	\$448,720

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

6. Consultants retained as of the Effective Date of the Task Order: None.

7. Other Modifications to Agreement and Exhibits: None.

8. Attachments:

Attachment 1 – Scope of Services for Task Order

9. Other Documents Incorporated by Reference: None.

10. Terms and Conditions

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

The Effective Date of this Task Order is November 15, 2021.

OWNER: City of Fargo (Water Utility)

ENGINEER: Advanced Engineering and Environmental Services, LLC (AE2S)

By: _____

By:  _____

Name: Troy B. Hall

Name: Brian Bergantine, PE

Title: Water Utility Director

Title: Operations Director

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Troy B. Hall

Name: Richard Wagner, PE

Title: Water Utility Director

Title: Project Manager

Address: 435 14th Ave S
Fargo, ND 58103

Address: 4170 28th Ave S
Fargo, ND 58104

E-Mail Address: THall@FargoND.gov

E-Mail Address: Richard.Wagner@AE2S.com

Phone: (701) 476 - 6741

Phone: (701) 364 - 9111

This is Attachment 1 to Water Consulting Task Order No. 12 consisting of 6 pages.

Attachment 1 to Water Consulting Task Order No. 12

Regional Emergency Water Supply Lift Station and Pipeline

November 15, 2021

Scope of Services

The Project entails the design of regional emergency water supply infrastructure to convey flows from the Sheyenne River to the Fargo Water Treatment Plant by means of overland conveyance. This Scope of Services provides for the Preliminary Design, Final Design, and Bidding Phase services to support the construction of connection to the existing Sheyenne River intake pipeline with a diversion structure, a large diameter pipeline routed to a new lift station consisting of low head, high flow vertical turbine pumps with provisions for future capacity expansion, a lift station discharge manifold with valves and flow meters, a discharge pipe routed to a storm water pond, an energy dissipation outfall structure, and other ancillary improvements. The following is a detailed breakdown of this Scope of Services to Water Consulting Task Order No. 12.

Phase 030 – Preliminary Design Phase Services

In accordance with Paragraphs A1.02 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Preliminary Design Phase services under Water Consulting Task Order No. 12:

Task 01 – Project Management and Administration

ENGINEER shall develop a Scope of Work to achieve OWNER's emergency water supply and drought mitigation goals through the use of the City of Fargo's existing Sheyenne River intake infrastructure. ENGINEER shall facilitate a meeting to review the Scope of Work with OWNER representatives to ensure OWNER's objectives are met. Comments received at the review meeting shall be incorporated into a revised Scope of Work prior to presentation Task Order for approval.

Under this Task, ENGINEER shall also perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

Task 02 – Preliminary Engineering

ENGINEER shall provide preliminary engineering services which shall consist of the following tasks and deliverables:

- Project kick-off meeting with key stakeholders to review initial design parameters and assumptions, as well as define emergency water supply capacity for the system.
- Schematic design which shall identify and document the key process components.
- Hydraulic profile.

- Spatial design to determine the spatial requirements of the intake diversion structure, lift station, and pipelines.
- Site layout plan with structures, access roads, and other miscellaneous improvements to site. ✓
- Site piping alignment layouts.
- Preliminary opinion of probable construction cost.
- Basis of Design (BOD) Technical Memorandum to document key design parameters and overall system capacity. Other deliverables provided under this Task shall be attached to the BOD as appendices.

Task 03 – Surveying

ENGINEER shall perform a site topographic survey consisting of surface features, utility locate markings, and site boundary including property lines, right-of-way limits and easements. Additionally, ENGINEER shall set property pins for parcel(s) acquired as part of the previously completed City of Fargo – Howard Gensler land swap.

Phase 040 – Final Design Phase Services

In accordance with Paragraphs A1.03 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Final Design Phase services under Water Consulting Task Order No. 12:

The tasks or deliverables to be provided in the Final Design Phase will expand on the preliminary design concepts prepared for the Project and result in completion of final bidding documents for Water Consulting Services Task Order No. 12. One (1) set of bidding documents will be prepared for the Project.

For presentation of scope of services, the Regional Emergency Water Supply Lift Station and Pipeline Final Design Phase will be split into the following Tasks:

- 1) Project Management and Administration
- 2) Process Design
- 3) Structural Design
- 4) Civil Design
- 5) Electrical / I&C Design

Task 01 – Project Management and Administration

ENGINEER shall perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

Task 02 – Process Design

Process Design is anticipated to include the following key items:

- Connection to the existing Sheyenne Pump Station 60-inch reinforced concrete intake pipe.
- Intake diversion structure with stainless steel sluice gates and actuators to allow for isolation of existing Sheyenne Pump Station and new lift station.
- Large diameter gravity intake pipeline from intake control structure to new lift station (pipe material to be evaluated and selected at Intermediate Design Review Workshop).
- Water supply lift station consisting of a concrete wet well, mixed flow or axial flow vertical pumps, discharge piping, valves, and associated appurtenances. It is assumed under this Scope of Services that the lift station will not have an above-grade block and brick building.
- Large diameter discharge piping and flow metering equipment.
- Concrete outlet control structure located at discharge of pipeline to existing pond. Hydraulic modeling shall be performed to support the design of the outlet structure and to identify the needs for energy dissipation upon the pipeline discharging to the pond.
- Front end specifications shall be prepared under this Task.

Task 03 – Structural Design

Structural Design is anticipated to include the following key items:

- Reinforced concrete intake diversion structure.
- Reinforced concrete lift station structure.
- Concrete structure for metering pit adjacent to the lift station.
- Thrust blocking / restraint requirements at bends for discharge pipeline.
- Reinforced concrete outlet control structure.

Task 04 – Civil Design and Surveying

Civil Design is anticipated to include the following key items:

- Site grading and layout plan for new lift station, access road, drainage, fences, bollards, and other miscellaneous improvements (site plan is assumed to be less than 1-acre).
- Plan and profile drawings for approximately 425 feet of large diameter intake piping from intake control structure to new lift station.
- Plan and profile drawings for approximately 1,000 feet of large diameter discharge piping from new lift station to outlet control structure.
- Re-routing of approximately 350 feet of 30-inch Fargo Emergency Water Supply (FEWS) pipeline.
- Erosion and sediment control plan.
- Coordination with 52nd Avenue paving, draining, and utility improvements.
- Paving plans and details for private drive.
- Geotechnical Exploration Report (by others):
 - Engineer shall solicit quotes from geotechnical consultants to perform soil borings and a geotechnical investigation of the project site. The OWNER shall select the preferred geotechnical consultant to perform the investigation through a separate contract. ENGINEER shall be responsible for all coordination and correspondence with the geotechnical consultant necessary for the soil borings and investigation

- Additional field surveying for utilities and items to be identified as design progresses.
- Preparation of temporary construction easement descriptions and exhibits as necessary.

Task 05 – Electrical / I&C Design

Electrical / Instrumentation and Control (I&C) Design is anticipated to include the following key components:

- Electrical site plan and power requirements.
- Control panel layouts and panel schedules.
- Schematics and one-line diagrams.
- Network diagram.
- Exterior lighting and fixture schedules.
- Input/output schedules.
- Cable and conduit schedules.

Final Design Milestones

Throughout the Final Design Phase and as part of each Task, design deliverables shall be prepared in the form of the following milestones:

- Intermediate Design Submittal
- Pre-Final Design Submittal
- 100 Percent (Final) Bid Documents

The milestone design deliverables are anticipated to include the following key components:

Intermediate Design Submittal

The intermediate design will expand on the preliminary engineering phase and include the development of construction drawings and technical specifications for the Regional Emergency Water Supply Lift Station and Pipeline. The tasks and deliverables anticipated are as follows:

- Intermediate Design Deliverables
 - Preliminary contract front-end documents and technical specifications using Engineers Joint Contract Documents Committee (EJCDC) and Construction Specification Institute (CSI) format (Division 50)
 - Intermediate Design Review Drawings:
 - General
 - Cover
 - Project Location and Vicinity Map
 - Process
 - Preliminary pump station sections and details showing major process and sub-process equipment
 - Preliminary intake diversion structure sections and details showing major equipment and control gates
 - Civil
 - Civil overview and sheet layout
 - Civil legend, symbols, and abbreviations

- Existing site conditions and survey control
- Preliminary site demolition, removal, and abandonment plan
- Preliminary site plan for pump station and intake diversion
- Preliminary grading
- Preliminary paving for private drives
- Preliminary plan and profiles for intake, discharge, and FEWS piping
- Erosion and sediment control plan
- Typical details
- Preliminary project specific details
- Structural
 - Preliminary pump station structural framing and support plans and sections
 - Preliminary discharge pipe outlet control structure plan and sections
 - Preliminary intake diversion structure plan and sections
- Electrical/I&C
 - Major electrical cabinets and gear
 - Power and lighting plans
 - Control panel layout
 - Modification to existing Sheyenne Pump Station electrical building (where applicable)
 - Major commodity specifications and equipment schedules
- Opinion of probable construction cost update.
- Project schedule update.
- ENGINEER shall conduct internal quality control review and refinement before submittal to OWNER.
- ENGINEER shall submit three (3) hard copies and one (1) electronic copy, in PDF format, of Intermediate Design deliverables to OWNER for review at least one (1) week prior to review meeting.
- A Intermediate Design Review Workshop will be conducted with key City staff, including water utility operators, to thoroughly review the intermediate design submittal. ENGINEER shall obtain OWNER'S comments on the submittal.

Pre-Final Design Submittal

This task will consist of the work items continue to refine the project documents towards final completion. The OWNER's comments obtained during review of the intermediate design documents will be incorporated into the design documents. ENGINEER shall refine the drawings, details, notes, and appurtenances during this task and the specifications will be completed in greater detail. ENGINEER shall submit the pre-final design documents to the OWNER'S key project stakeholders for review. The tasks and deliverables anticipated are as follows:

Final review set of contract drawings, which will now include:

- Finalized contract front-end documents
- Technical specifications
- All design drawings and details
- Opinion of probable construction cost update.
- Project schedule update.
- ENGINEER shall conduct internal quality control review and refinement before submittal to OWNER.

- ENGINEER shall submit three (3) hard copies and one (1) electronic copy, in PDF format, of the Pre-Final Design deliverables to OWNER for review at least one week prior to review meeting.
- A design review workshop will be conducted with key City staff, including water utility operators, to thoroughly review the pre-final design submittal.
- ENGINEER shall refine documents according to mutual agreement between OWNER and ENGINEER.

100 Percent Bidding Document Submittal

These submittals will be used as the bidding documents and include or address Pre-Final Design review comments, as appropriate. ENGINEER shall prepare and submit an electronic copy (PDF) and three (3) sets of final 100 Percent Bidding Documents the OWNER for review. ENGINEER shall also submit three (3) copies of the Bidding Documents to the North Dakota Department of Environmental Quality (NDDEQ) for review and approval. One (1) approved copy will be retained by the NDDEQ, one (1) approved copy will be retained by the OWNER, and one (1) approved copy will be retained by the ENGINEER. ENGINEER shall meet with the OWNER to discuss review comments, if any, from the regulatory agencies. The 100 Percent Bidding Documents deliverables are as follows:

- Final review set of drawings for the Regional Emergency Water Supply Lift Station and Pipeline, signed and sealed as appropriate.
- Final review set of technical specifications and construction contract documents for the Regional Emergency Water Supply Lift Station and Pipeline, signed and sealed as appropriate.
- Final opinion of probable construction cost update.

Phase 050 – Bidding or Negotiating Phase Services

In accordance with Paragraphs A1.04 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Bidding or Negotiating Phase services under Water Consulting Task Order No. 12:

Task 01 – Pre-Bidding Administration

Pre-bidding administration services will be provided to assist the OWNER in soliciting bids for construction, responding to plan holder questions, preparing and certifying addenda for distribution, and attending the bid opening for the Regional Emergency Water Supply Lift Station and Pipeline.

Task 02 – Post-Bidding Administration

Post-bidding administration services will include reviewing the bids for errors and discrepancies, preparing a recommendation letter to the Utility Committee and City Commission, preparing the Notice of Award(s) to the successful contractor(s), and preparing the contract documents for the Regional Emergency Water Supply Lift Station and Pipeline.

REPORT OF ACTION

UTILITY COMMITTEE

26

Project No. WA1863

Type: LSWTP Pretreatment & Crypto Compl. Change Order

Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 11/4/2021

<u>Routing</u>	<u>Date</u>
City Commission	11/15/2021
Project File	

Troy Hall, Water Utility Director, presented the attached AE2S letter and change order form for Project WA1863, Lime Softening Water Treatment Plant (LSWTP) Pretreatment Rehabilitation & Crypto Compliance. The change order is with Fusion Automation to upsize electrical feed equipment to a chemical storage area. The electrical feed upsize will allow safety equipment for personnel to function properly. Coupled with a previous changes, approval of this change order will total a 5.2% increase over the project bid and is reasonable compared to other construction projects. This project is funded through a low-interest State Revolving Fund (SRF) loan.

MOTION:

On a motion by Ben Dow, seconded by Jim Hausauer, the Utility Committee voted to approve this change order in Project WA1863 with Fusion Automation for a cost increase of \$19,849.90.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	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			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer	X			
Jason Halsne, Enterprise Control Systems Mgr.	X			

ATTEST:


 Troy B. Hall
 Water Utility Director

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

MEMORANDUM
November 1, 2021

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: Project WA1863 Change Order – LSWTP Pretreatment and Crypto Compliance

Attached, please find a recommended change order for Project WA1863, LSWTP Pretreatment and Crypto Compliance Improvements. The change order is described below:

Change Order No. 2 to Contract No. 2 (Electrical Construction) with Fusion Automation

- **Cost increase: \$19,849.90**
- Reason: Electric feed for chemical area was undersized for electric load. This change was needed to make employee safety equipment work properly in chemical areas.
- New Contract Amount: \$558,671.00

Approval of this change order will increase the total cost of change orders with Fusion Automation to 5.2 percent of the original contract price. This project is nearing the end of construction for both the Pre-Treatment Rehabilitation and the Ultraviolet Reactor installation for EPA Cryptosporidium credit.



Installation of Ultraviolet (UV) Reactor equipment and piping. Welding, pipefitting, and concrete work required a 6-day shutdown of the 1997 Lime Softening WTP.

Project WA1863 is a combination of two (2) listed projects that were in the 20-year Capital Improvement Plan (CIP). The two projects were bid as a single project because construction was to occur in the same area of the water plant and on approximately the same timeline. The Pretreatment project is the result of a WTP Facility Plan – Phase 2, completed in 2016. The Crypto Compliance Improvements are needed to meet EPA removal credit requirements for Cryptosporidium, a known drinking water pathogen. This EPA requirement for Cryptosporidium is due to river water source monitoring. Some chemical feed improvements and water quality monitoring capabilities were included the project.

Plan of Financing

It is recommended that the funding for this change order come from a State Revolving Fund (SRF) loan. Project WA1863 is funded through a low-interest SRF loan. This project was in the 20-year CIP for the Water Utility and in the Water Utility budget. Two projects in the Water Utility were bid as a single project because construction occurs in the same area of the water plant with the same construction timeline. Prior to approval of this change order, the two projects together were about \$1.7 million under the budget and planning costs.

SUGGESTED MOTION:

Approve Change Order #2 with Fusion Automation for Project WA1863 with a cost increase of \$19,849.90.

Your consideration in this matter is greatly appreciated.

Date of Issuance: 11/4/2021	Effective Date: 11/4/2021
Owner: City of Fargo	Owner's Contract No.: WA1863
Contractor: Fusion Automation	Contractor's Project No.:
Engineer: AE2S / B&V	Engineer's Project No.: P00803-2018-021
Project: Fargo LSWTP Pretreatment and Crypto Compliance Improvements	Contract Name: Contract No. 2 – Electrical Construction

The Contract is modified as follows upon execution of this Change Order:

Description: Change order is needed to accommodate undersized feeder circuitry required to operate instant hot water heater. Changes include: new breaker bucket in MCC-4, increasing main breaker size in panel PP-CHEM, installing new breaker into PP-CHEM for instant hot water heater, and increasing cable and conduit from MCC-4 to PP-CHEM and PP-CHEM to instant hot water heater.

Attachments: Fusion Automation Itemized and Detailed Change Order Information, Work Change Directive 01.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>530,804.21</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Order No. <u>1</u> : \$ <u>8,016.89</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>538,821.10</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>19,849.90</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>558,671.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Ryan [Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>10-29-21</u>	Dat: _____	Dat: <u>10/29/2021</u>

Approved by Funding Agency (if applicable)
By: _____ Date: _____
Title: _____

Work Change Directive

Date of Issuance: 09/29/2021

Effective Date: 09/29/2021

Owner: City of Fargo

Owner's Contract No.: WA1863

Contractor: Fusion Automation

Contractor's Project No.:

Engineer: AE2S / B&V

Engineer's Project No.: P00803-2018-021

Project: Fargo LSWTP Pretreatment and
Crypto Compliance Improvements

Contract Name: Contract No. 2 - Electrical
Construction

Contractor is directed to proceed promptly with the following change(s):

Description:

Increase circuit breaker sizes in MCC-4 and panel PP-CHEM to accommodate undersized feeder circuitry required to operate instant hot water heater. Changes include: new breaker bucket in MCC-4, increasing main breaker size in panel PP-CHEM, installing new breaker into PP-CHEM for instant hot water heater, and increasing cable and conduit from MCC-4 to PP-CHEM and PP-CHEM to instant hot water heater.

Attachments: *A detailed breakdown of costs associated with the work from Fusion Automation.*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 19,849.90 [increase].
 Contract Time 0 days [no change].

Basis of estimated change in Contract Price:

- Lump Sum
- Cost of the Work
- Unit Price
- Other


RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: 
 Engineer (Authorized Signature)

By: 
 Owner (Authorized Signature)

By: 
 Contractor (Authorized Signature)

Title: Operations Manager

Title: Water Utility Engineer

Title: Project Manager

Date: 9-29-21

Date: 9-30-21

Date: 9/30/2021

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



FARGO LSWTP- CRYPTO PP-CHEM UPGRADE

DATE: AUGUST 16, 2021

SUMMARY: CHANGE PROPOSAL 2- UPGRADE PP-CHEM FROM 200 AMP TO 250 AMP

Onsite Installation Includes

- Mobilization
- Install new 250 amp breaker in MCC-4
- Remove 200 amp feed breaker in PP-chem panel
- Install new 250 Amp feed breaker in PP-CHEM panel
- Install 200 amp branch circuit and strap kit to PP-CHEM panel
- Upsize conduit 2009: 2" to 2.5" RMC and wire from 3/0 to 250mcm
- Upsize conduit 2065: .75 to 2" and wire from #10 to 2/0 copper
- Deduct previous price from quote

ITEMIZED BRAKE DOWN:

480V 200A Service (2009):

- 3/0 Copper (\$3.45 /Ft) x 510'	= \$1,759.50
- #6 Ground (\$0.52/Ft) x 170'	= \$ 88.40
- 2" RMC (\$5.23/Ft) x 150'	= \$ 784.50
- Straps & fittings	= \$ 175.00
- Labor (\$75/hr) x 41.40 hrs.	= \$3,105.00
- Tax	= \$ 210.56
Total Deduct for 2009 including taxes	= \$6,122.96

480V Water Heater (2065):

- #10 (\$0.24/Ft) x 192'	= \$ 46.08
- #10 Ground (\$0.24/Ft) x 64'	= \$ 15.36
- 3/4" RMC (\$2.30/Ft) x 44'	= \$ 101.20
- Straps & fittings	= \$ 57.50
- Labor (\$75/hr) x 5 hrs.	= \$ 375.00
- Tax	= \$ 16.51
Total Deduct for 2065 including taxes	= \$ 611.65

480V 250A Service (2009):

- 250 mcm Copper (\$9.26/Ft) x 510'	= \$4,722.60
- #4 Ground (\$2.16/Ft) x 170'	= \$ 367.20
- 2.5" Pipe (\$24.14/Ft) x 150'	= \$3,621.00
- Straps & fittings	= \$ 375.00
- Labor (\$75/hr) x 40.40 hrs.	= \$3,030.00
- Tax	= \$ 681.44
[Total Add for 2009 including taxes	= \$12,797.24]



480V Water Heater (2065):

- 2/0 (\$5.74/Ft) x 192'	= \$1,102.08
- #6 Ground (\$1.74/Ft) x 64'	= \$ 111.36
- 2" RMC (\$12.84/Ft) x 44'	= \$ 564.96
- Straps & fittings	= \$ 75.00
- Labor (\$75/hr) x 12.14 hrs.	= \$ 910.50
- Tax	= \$ 139.00
Total Add for 2065 including taxes = \$ 2,902.90	

Replacement Bucket MCC 4 (IPS)

- Material	Add = \$4,520.29
- Labor (\$75/hr) x 2 hrs.	Add = \$150

Replacement Breaker & Strap Kit PP-Chem (WESCO)

- Material	Add = \$4,714.08
- Labor (\$75/hr) x 8 hrs.	Add = \$600

Total electrician's labor (\$75/hr) x 12 hrs. Add = \$900

Total Price \$ 19,849.90

Price includes all applicable taxes.
No return on delivered equipment.

Jerry Lowe
Fusion Automation Inc.
701-757-0852
jerry@fusionnd.com



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

November 9, 2021

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

Dear Commissioners:

Attached please find a tabulation sheet from **AFB21182** listing all qualified bids received for supplying chemicals to the Water Treatment Plant for 2022. Listed below are the lowest and/or best value bids received for each of the chemicals:

AFB21182		Water Treatment Plant Chemical Bid Results	
Product Name	Vendor		Unit Price
Aluminum Sulfate	Hawkins, Inc.		\$0.1345 / pound
Anhydrous Ammonia	Hawkins, Inc.		\$2.42 / pound
Citric Acid, 50%	Shannon Chemical Corp.		\$2.77 / pound
Hydrofluosilicic Acid	Hawkins, Inc.		\$0.275 / pound
Hydrogen Peroxide, 34%	Hawkins, Inc.		\$0.54 / pound
Lime	Graymont (WI) LLC		\$185.50 / ton
Liquid carbon Dioxide	American Welding & Gas		\$159.00 / ton
Liquid Chlorine	Hawkins, Inc.		\$1,258.00 / ton
Liquid Oxygen	Linde, Inc.		\$124.39 / ton
Aluminum Chlorohydrate	USALCO Fairfield Plant, LLC.		\$0.3985 / pound
Polyphosphate	Carus, LLC.		\$2.19 / pound
Ferric Sulfate 60%	Hawkins, Inc.		\$2.525 / gallon
Soda Ash	Killoran T&B, Inc.		\$302.10 / ton
Sodium Bisulfite, 38%	Hawkins, Inc.		\$0.35 / pound
Sodium Hydroxide, 50%	Univar Solutions Inc.		\$0.2167 / pound
Sodium Hypochlorite, 12.5%	Hawkins, Inc.		\$0.275 / pound
Sulfuric Acid, 40% Drums	Hawkins, Inc.		\$0.45 / pound
Sulfuric Acid, 40% Pails	Hawkins, Inc.		\$7.25 / gallon
Sulfuric Acid, 93%	Hawkins, Inc.		\$0.116 / pound
Poly DADMAC 20	Hexagon Technologies		\$0.699 / pound
Anionic Polyacrylamide	Neo Solutions, Inc.		\$2.18 / pound
Acetic Acid 56	Hawkins, Inc.		\$1.48 / pound

The recommendation is to award the 2022 chemical bids as listed above.

It is projected that chemical usage for 2022 will be similar to usage during 2021. The results of AFB21182 Chemical Bid reflect a 26.4% increase in costs compared to 2021.

Sincerely,

Troy B. Hall
 Water Utility Director

Sincerely,

Brian A. Ward
 Water Plant Superintendent

AFB21182

**FARGO WATER TREATMENT PLANT
2022 ANNUAL CHEMICAL BIDDING SUMMARY OF QUALIFYING BIDS**

Product Name	Vendor	Annual Quantity	Tons, lbs. or gallons	\$ per lb or ton	Estimated Annual Cost	Payment Method	Recommendation
Aluminum Sulfate	Chemtrade	150,000	lbs	0.1940	\$29,100.00	PO	Accept
	Hawkins Inc.	150,000	lbs	0.1345	\$20,175.00	PO	
Anhydrous Ammonia	Hawkins, Inc.	58,000	lbs	2.42	\$140,360.00	PO	Accept
Citric Acid, 50%	Hawkins	30,000	lbs	2.95	\$88,500.00	PO	Accept
	Shannon Chemical Corp.	30,000	lbs	2.77	\$83,100.00	PO	
Hydrofluosillicic Acid	Hawkins Inc.	200,000	lbs	0.275	\$55,000.00	PO	Accept
Hydrogen Peroxide, 34%	Hawkins, Inc.	60,000	lbs	0.54	\$32,400.00	PO	Accept
Limе	Graymont (WI) LLC	4,200	Tons	185.50	\$779,100.00	PO	Accept
Liquid Carbon Dioxide	American Welding & Gas	775	Tons	159.00	\$123,225.00	PO	Accept
	Linde Inc.	775	Tons	185.00	\$143,375.00	PO	
Liquid Chlorine	Hawkins	150	Tons	1,258.00	\$188,700.00	PO	Accept
Liquid Oxygen	American Welding & Gas	600	Tons	163.00	\$97,800.00	PO	Accept
	Linde Inc.	600	Tons	124.39	\$74,634.00	PO	
	Airgas	600	Tons	159.42	\$95,652.00	PO	
Aluminum Chlorohydrate	Chemtrade	1,500,000	lbs	0.63	\$945,000.00	PO	Accept
	Hawkins	1,500,000	lbs	0.42	\$630,000.00	PO	
	USALCO Fairfield Plant, LLC	1,500,000	lbs	0.3985	\$597,750.00	PO	
Polyphosphate	Carus LLC	120,000	lbs	2.19	\$262,800.00	CC	Accept
	Shannon Chemical Corp.	120,000	lbs	2.37	\$284,400.00	PO	
Ferric Sulfate 60%	Chemtrade	90,000	gallons	2.6792	\$241,128.00	PO	Accept
	Hawkins Inc.	90,000	gallons	2.525	\$227,250.00	PO	
Soda Ash	Tata Chemicals NA	1,500	Tons	414.50	\$621,750.00	CC	Accept
	Killoran T&B, Inc.	1,500	Tons	302.10	\$453,150.00	PO	
Sodium Bisulfite, 38%	Hawkins Inc.	30,000	lbs	0.35	\$10,500.00	PO	Accept
Sodium Hydroxide, 50%	Univar Solutions	1,500,000	lbs	0.2167	\$325,050.00	CC	Accept
	Hawkins, Inc.	1,500,000	lbs	0.28	\$420,000.00	PO	
Sodium Hypochlorite, 12.5%	Univar Solutions	78,000	lbs	0.37	\$28,860.00	CC	Accept
	Hawkins Inc.	78,000	lbs	0.275	\$21,450.00	PO	
Sulfuric Acid, 40% Drums	Hawkins, Inc.	12,000	lbs	0.45	\$5,400.00	PO	Accept
Sulfuric Acid, 40% Pails	Hawkins, Inc.	40	gallons	7.25	\$290.00	PO	Accept
Sulfuric Acid, 93%	Hawkins Inc.	800,000	lbs	0.116	\$92,800.00	PO	Accept
Poly DADMAC 20	Hexagon Technologies	50,000	lbs	0.699	\$34,950.00	PO	Accept
Anionic Polyacrylamide	Neo Solutions, Inc.	8,800	lbs.	2.18	\$19,184.00	PO	Accept
	Hexagon Technologies	8,800	lbs	2.45	\$21,560.00	PO	
Acetic Acid 56	Hawkins Inc.	3,600	lbs	1.4800	\$5,328.00	PO	Accept

2022 Estimated Chemical Cost of Bid Chemicals = \$3,552,596.00

Chemical costs listed below this line are for informational use. The recommendation is to accept bid chemicals as listed above.

Membrane Antiscalant	Avista 7400	40,000	lbs	3.46	\$138,400.00	PO	Sole Source
Low pH Membrane Cleaner	Avista P903	25,200	lbs	4.66	\$117,432.00	PO	Sole Source
High pH Membrane Cleaner	Avista 199	28,000	lbs	3.45	\$96,600.00	PO	Sole Source
Zebra Mussel Inhibitor	Earth Teq QZ	26,000	lbs	1.98	\$51,480.00	PO	Sole Source
Anionic Flocculant	Polydyne Inc.	66,000	lbs	1.10	\$72,600.00	PO	Sole Source

2022 Estimated Chemical Costs Sole Source = \$476,512.00

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November 4, 2021

Honorable Board of City Commissioners

City of Fargo

COPY

Commissioners,

The following is in Reference to City Auditors Ad number AFB21183.

Please find attached the bid tabulation sheet listing all bids received for supplying chemicals to the Water Reclamation Utility for 2022. Listed below are the low bid received for each chemical.

City of Fargo Water Reclamation Utility Chemical Bid 2022

item #	Product Name	Vendor	Price \$ Per CC	Unit	Price \$ Per PO	Unit
23	Azone 15/ Sodium Hypochlorite	Hawkins	NA	/gallon	1.98	/gallon
24	Pretreat Plus Antiscalant	Hawkins	NA	/gallon	20.88	/gallon
25	Caustic Soda, 30%	Hawkins	3.875	/gallon	3.78	/gallon
26	Ferric Chloride, 35%	Hawkins	0.5075	/pound	0.495	/pound
27	Ammonium Hydroxide, 19%	Hawkins	0.5355	/pound	0.52	/pound
28	Sulfuric Acid, 40%	Hawkins	0.2125	/pound	0.205	/pound
29	Citric Acid, 50%	Hawkins	NA	/pound	2.95	/pound
30	Odor Control/Hydrogen Sulfide	MNX Inc.	83.00	/FT ³ media	83.00	/FT ³ media
31	Odor Control/Broad Spectrum	MNX Inc.	83.00	/FT ³ media	83.00	/FT ³ media
32	Calcium Nitrate / Bulk	Hawkins	NA	/gallon	2.85	/gallon
	Calcium Nitrate / Tote	Hawkins	4.16	/gallon	4.16	/gallon
33	Sodium Hypochlorite, 12%	Hawkins	NA	/gallon	1.86	/gallon
34	Hydrogen Peroxide 34%	Hawkins	NA	/gallon	2.20	/gallon
35	Cationic Flocculant	SNF Polydine	NA	/pound	1.55	/pound

Water Reclamation Staff recommendation to City Commission is to award the 2022 chemical bids to the included vendors and their respective chemicals.

Respectfully,



Mark Miller

Utility Superintendent

Water Reclamation Utility

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

30

Improvement District No. BN-22-A1
Location: 43rd St S, 45th St S, 54th Ave S, 56th Ave S & 64th Ave S

Type: Incentive
Date of Hearing: 11/8/2021

Table with 2 columns: Routing, Date. Rows include City Commission (11/15/2021), PWPEC File (X), Project File (Jason Leonard).

The Committee reviewed a communication from Project Manager, Jason Leonard, regarding an incentive for Improvement District No. BN-22-A1. This 1 1/2 mile project is necessary to support the Career Academy building on 64th Avenue South opening early 2023 along with providing a sanitary sewer connection point for Horace when necessitated.

With the opening of the Career Academy and the 2023 roadway and bridge reconstruction on 52nd Avenue South from 63rd Street west to Sheyenne Street staff feels that there needs to be an effort to complete the project during the 2022 construction season. Staff is recommending to incentivize the Substantial Completion of the 1 1/2 mile project to October 29, 2022. The incentive includes all work on the project is completed on or before October 29, 2022 for an incentive payment of \$4,000 per calendar day with the maximum incentive payment of \$60,000.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of an incentive of \$4,000/day for a maximum of 15 days for a total incentive of \$60,000 for the project.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve an incentive of \$4,000/day for a maximum of 15 days for a total incentive of \$60,000 for the project.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: CRWUD Funds, Utility Funds, Sales Tax & Special Assessments

Table with 2 columns: Question, Yes/No. Rows include Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, Letter of Credit required (per policy approved 5-28-13).

COMMITTEE

Table with 4 columns: Name, Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

Handwritten signature of Brenda E. Derrig, P.E., City Engineer.

Memorandum

To: PWPEC
From: Jason Leonard, Project Engineer
Date: November 3, 2021
Re: Incentive Discussion for Improvement District No. BN-22-A1

Background:

Improvement District No. BN-22-A1 will install underground utilities, asphalt & concrete paving, and incidentals on 43rd Street South (900' section just south of 64th Avenue South), 45th Street South (between 52nd Avenue South and 64th Avenue South), 54th Avenue South (between 44th Street South and 45th Street South), 56th Avenue South (between 44th Street South and 45th Street South), 64th Avenue South (between 38rd Street South and 45th Street South) changing the sections of roadways from minimum maintenance section line roadway or green field development areas to an urban 3-lane concrete roadway section, 2-lane rural asphalt roadway section and urban asphalt section. The project will be funded with Special Assessments (City of Fargo & Cass Rural Water User District), Street Sales Tax, Waste Water Utility Fund and Water Utility Fund.

In keeping with our commitment to make recommendations regarding incentives/disincentives for projects that impact arterial roadways, I am forwarding the following project recommendation for your consideration.

In efforts to complete the project during the 2022 construction season, Staff is recommending to incentivize the Substantial Completion of the project to October 29, 2022. The incentive includes all work on the project is completed on or before October 29, 2022 an incentive payment of \$4,000 per calendar day for each day before, and including October 29, that all work is complete. The maximum incentive payment for all work completed on or before October 29, 2022 will be \$60,000. Holidays and Sundays will be counted as calendar days for application of the incentive. Staff does not recommend a disincentive for the project.

Recommended Motion:

Approve an incentive of \$4,000/day for a maximum of 15 days (Up to \$60,000).

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

31

Improvement District No. BR-21-C1 Type: Interim Time Extension (Change Order #2)

Location: 21st Ave S, 15th St to Gold Dr Date of Hearing: 11/8/2021

Routing Date
 City Commission 11/15/2021
 PWPEC File X
 Project File Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, regarding an Interim Time Extension (Change Order #2), which is a 4-day time extension to the Phase 4 Interim Completion Date as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – October 3, 2021 Final – October 31, 2021 Phase 4 Interim – October 26, 2021	Substantial – September 21, 2022 Final – October 19, 2022 -	- - Phase 4 Interim – October 30, 2021

Staff is recommending approval of the Interim Time Extension (Change Order #2) as shown above.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of the Interim Time Extension (Change Order #2) to Border States Paving Inc.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the 4-day Phase 4 Interim Time Extension (Change Order #2) to Border States Paving Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds, Sales Tax, State & Special Assessments

	Yes	No
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

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Kent Costin, Finance Director

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: November 3, 2021
Re: Improvement District No. BR-21-C1 – Interim Time Extension (CO #2)

Background:

Improvement District BR-21-C1 on 21st Avenue South from 15th Street to Gold Drive.

Border States is the prime contractor on this project.

Border States is requesting a time extension on the Interim Completion date for Phase 4 due to weather. The original Interim Completion time allowed for 57 days to complete Phase 4 of this project. Due to all the rain that we received, the Contractor asked for a 13-day time extension on the Interim Completion date on Phase 4. Of the 13 days that the Contractor asked for, only 4 days are justified. The Contractor agreed to the 4-day time extension.

Please see the attached letter from the Contractor asking for the time extension on Phase 4.

Recommended Motion:

Approve Change Order #2 for a 4-day time extension on the Interim Completion date on Phase 4 to Border States Paving, Inc. as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – October 3, 2021	Substantial – September 21, 2022	-
Final – October 31, 2021	Final – October 19, 2022	-
Phase 4 Interim – October 26, 2021	-	Phase 4 Interim – October 30, 2021

Attachment



Highways to Driveways
ASPHALT PAVING CONTRACTORS

EQUAL OPPORTUNITY EMPLOYER

4101 32nd Street North
PO Box 2586
Fargo, N.D. 58108-2586
Office: 701.237.4860
Fax: 701.237.0233
www.borderstatespaving.com

10/26/2021

Aaron Edgar
City of Fargo Engineering Department
225 4th St N
Fargo, ND 58102
Re: BR-21-C1

Aaron,
Border States Paving Inc. is requesting an extension on Phase 4 for BR-21-C1. This extension is being requested due to weather delays that impacted our ability to complete the project on time within the calendar day limit specified in the plans (57 Days).

After the force majeure issue that we had this summer that delayed this project to start, Border States Paving and Master Construction received notice that we would have this pipe in the later part of the summer. Border States Paving and Master Construction had put a schedule together that worked out for us to complete this phase of this project on time. When Border States Paving had started removals on September 30th, 2021, Master Construction was scheduled to start September 6th. In between Border States doing removals and the expected start date for Master on September 6th we received 3 days of rain that impacted the schedule for Master Construction to start work on September 6th. One major rain event totaled 2.23", it delayed Master an additional week. Master was not able to start the project until September 13th. Since Border States Paving has started phase 4, we have incurred 13 days of rain.

Border States Paving and Master has put in good faith efforts to complete this project within the specified calendar days. Starting a water main replacement in the later part of summer/fall was a risk that we were willing to take due to the inability of receiving the 36" water main pipe. We wanted to assure the city we were going to get the project constructed even though the extraordinary increase on the pipe and the delay it put on the project.

Border States Paving would like to the City of Fargo to take into consideration reducing the number of liquidated damages that are going to incur on this phase of the project. I have attached is summary of dates and rain totals for your review. I look forward to hearing the response back from the city regarding this letter.

Respectfully Submitted,



Joel Paur

Estimator/Project Manager

Border States Paving Inc.

701-866-0410



BR-21-C1 Rain fall activity

Date/Day	Rainfall (inch)
Thursday, September 2th	2.233
Friday, September 3th	0.017
Monday, September 13th	0.367
Sunday, September 19th	0.075
Monday, September 20th	0.23
Tuesday, September 28th	0.002
Thursday, September 30th	0.359
Friday, October 1th	0.221
Saturday, October 2th	0.096
Saturday, October 9th	0.923
Sunday, October 10th	0.029
Wednesday, October 13th	0.701
Friday, October 15th	0.016



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-21-C1	Change Order No	2
Project Name	Water Main Replacement, Storm Sewer, Street Reconstruction & Incidentals		
Date Entered	11/4/2021	For	Border States Paving Inc

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

EXPLANATION OF CHANGE:

Add 4 days onto the interim completion date for Phase 4. No change in the substantial or final completion dates.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Summary										
Source Of Funding										
Net Amount Change Order # 2 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										

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

CONTRACT TIME

Current Substantial Completion Date	09/21/2022	Current Final Completion Date	10/19/2022	Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	09/21/2022	New Final Completion Date	10/19/2022
Description											

APPROVED

BORDER STATES PAVING, INC

APPROVED DATE

For Contractor

Department Head

[Signature]
Mayor

Title

[Signature]
Project Manager

11/10/21



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

	Attest	
--	--------	--

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-20-C1 Type: Negative Final Balancing Change Order #1

Location: Blk 36 Roberts 2nd Addn, 3rd Ave to 4th Ave N b/w 11th St and 12th St N Date of Hearing: 11/8/2021

Routing Date
City Commission 11/15/2021
PWPEC File X
Project File Jeremy Engquist

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, for Negative Final Balancing Change Order #1 in the amount of \$-7,565.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of \$-7,565.00, bringing the total contract amount to \$61,251.00.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Dirt Dynamics.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-7,565.00, bringing the total contract amount to \$61,251.00 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Table with 2 columns: Yes, No. Rows: 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

Table with 4 columns: Present, Yes, No, Unanimous. Rows for committee members: Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Bruce Grubb, City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Brenda Derrig, City Engineer; Kent Costin, Finance Director.

ATTEST:

Signature of Brenda E. Derrig, P.E. City Engineer

C: Kristi Olson



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Improvement District No : AN-20-C1 Change Order No : 1
 Project Name : Alley Paving
 Date Entered : 11/2/2021 For : Dirt Dynamics

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	2	Subgrade Preparation	SY	738.00	0.00	738.00		738.00	5.00	-50.00
	3	F&I Pavement 7" Thick Reint Conc	SY	738.00	0.00	738.00		687.00	77.00	-3,927.00
	4	Mulching Type 1 - Hydro	SY	30.00	0.00	30.00		12.00	33.00	-594.00
	5	Seeding Type B	SY	30.00	0.00	30.00		12.00	33.00	-594.00
	6	Inlet Protection - Existing Inlet	EA	4.00	0.00	4.00		3.00	200.00	-200.00
	8	F&I Rock Mulch	TON	10.00	0.00	10.00		0.00	220.00	-2,200.00
Paving Sub Total (\$)									-7,565.00	

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-7,565.00
0.00
68,816.00
61,251.00

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

CONTRACT TIME

Current Substantial Completion Date

Current Final Completion Date

Additional Days Substantial Completion

Additional Days Final Completion

New Substantial Completion Date

New Final Completion Date



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description	09/03/2021	09/17/2021	0.00	0.00	09/03/2021	09/17/2021
APPROVED For Contractor <i>[Signature]</i> Title <i>Project Manager</i>						
					APPROVED DATE Department Head <i>[Signature]</i> Mayor <i>11/9/21</i>	
					Attest	

33

November 9, 2021

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

Re: Temporary Construction Easement
Improvement District No. BR-22-A0

Dear Commissioners:

Accompanying for City Commission review and approval is a Temporary Construction Easement from Gate City Federal Savings Bank in association with Improvement District No. BR-22-A0.

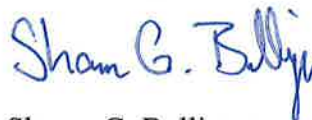
3100 25th Street S – Gate City Federal Savings Bank

RECOMMENDED MOTION:

Approve Temporary Construction Easement from Gate City Federal Savings Bank.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy Morris
Jeremy Gorden

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **GATE CITY FEDERAL SAVINGS BANK**, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), 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 temporary construction easement over, upon and in land hereinafter described for the purpose of road construction and activities appurtenant thereto, said land being more fully described, to-wit:

Parcel 7A

A temporary easement, over, under and across the following described property:

A Warranty Deed, Document Number 797087 found in the Recorder's office of Cass County, North Dakota; Commencing at the Northwest Corner of Lot One (1) in the Replat of Block C of the Replat of part of Rheault Addition to the City of Fargo, Cass County, North Dakota; thence South 01° 26' 30" West a distance of 233.00 feet to the point of beginning; thence North 89° 56' 59" East, 170 feet; thence South 01° 26'30" West, 235.00 feet; thence South 89° 56' 59" West, 170.00 feet; thence North 01° 26' 30" East, 235.00 feet to the point of beginning.

Said easement is described as follows:

The West 10.00 feet of the South 5.00 feet of said Warranty Deed, Document Number 797087.

Said parcel contains 50 square feet, more or less, and is subject to existing easements of record.

Said parcel is pictorially represented on Exhibit "A" attached hereto and

incorporated herein by reference.

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

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

This easement shall terminate at the completion of construction of the project, or on November 30, 2022, whichever occurs later.

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 27th day of October 2021.

(Signatures on the following pages)

GRANTOR:

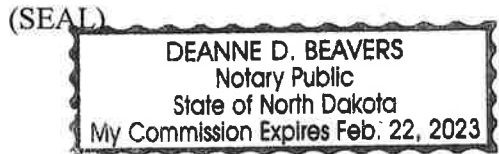
Gate City Federal Savings Bank

By: Kim Meyer
Its: EVP, CHRO

STATE OF N.D.)
) ss.
COUNTY OF Cass)

On this 27th day of October, 2021, before me, a notary public in and for said county and state, personally appeared Kim Meyer, to me known to be the EVP, CHRO of **Gate City Federal Savings Bank**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Deanne D. Beavers
Notary Public
Cass County, N.D.



GRANTEE:

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 _____, 2021, 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:
Boyd D. Erbele
Registered Land Surveyor
LS-7986
Apex Engineering Group
4733 Amber Valley Parkway S.
Fargo, ND 58104
(701) 373-7980

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

EASEMENT EXHIBIT "A"

OWNER: GATE CITY
FEDERAL SAVINGS
BANK

WARRANTY DEED
DOCUMENT NUMBER 797087
PART OF LOT 1
REPLAT OF BLOCK C OF THE
REPLAT OF PART OF
RHEULT ADDITION

LOT 4

FIRST CENTER
SOUTH 2ND
ADD
a replat of
Lot 5 and
part of Lot 7
in First
Center South
Add.

LOT 1
BLOCK 1

25TH ST S

PARCEL 7A
AREA = 50 SF

10' Utility
Easement

5.00'

10.00'

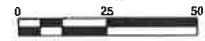
20' Storm Sewer Easement
Doc. No. 797228

20' Access Easement
Doc. No. 795263

100.00'

SECTION LINE

LOT 1



BASIS OF BEARING: CITY OF FARGO
GROUND COORDINATE SYSTEM,
DECEMBER 1992
UNITS: US FEET

LEGEND

■ PARCEL 7A

10' Utility
Easement

32ND AVE S



TEMPORARY EASEMENT - PARCEL 7A
32ND AVE S RECONSTRUCTION
WARRANTY DEED DOC. NO. 797087
PART OF LOT 1 REPLAT OF BLOCK C
SECTION 24, T139N, R49W
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063
Date: 09/17/2021
Drawn By: Mike J
Checked By: Boyd E
Approved By: Boyd E

EASEMENT EXHIBIT "A"

Parcel 7A
(Temporary Easement)

A temporary easement, over, under and across the following described property:

A Warranty Deed, Document Number 797087 found in the Recorder's office of Cass County, North Dakota; Commencing at the Northwest Corner of Lot One (1) in the Replat of Block C of the Replat of part of Rheault Addition to the City of Fargo, Cass County, North Dakota; thence South 01° 26' 30" West a distance of 233.00 feet to the point of beginning; thence North 89° 56' 59" East, 170 feet; thence South 01° 26'30" West, 235.00 feet; thence South 89° 56' 59" West, 170.00 feet; thence North 01° 26' 30" East, 235.00 feet to the point of beginning.

Said easement is described as follows:

The West 10.00 feet of the South 5.00 feet of said Warranty Deed, Document Number 797087.

Said parcel contains 50 square feet, more or less, and is subject to existing easements of record.



CERTIFICATION

I, Boyd D. Erbele, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Boyd D. Erbele Date 9-17-2021
Boyd D. Erbele
North Dakota Professional Land Surveyor
License Number LS-7986



TEMPORARY EASEMENT - PARCEL 7A
32ND AVE S RECONSTRUCTION
WARRANTY DEED DOC. NO. 797087
PART OF LOT 1 REPLAT OF BLOCK C
SECTION 24, T139N, R49W
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063
Date: 09/17/2021
Drawn By: Mike J
Checked By: Boyd E
Approved By: Boyd E

34

November 10, 2021

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

**Re: Memorandum of Offer to Landowner
Temporary Construction Easement – Improvement District #BR-22-A0**

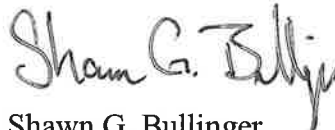
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary construction easement in association with Improvement District #BR-22-A0. 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 temporary construction easement from **32nd Center, LLLP** in association with Improvement District #BR-22-A0 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: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BR-22-A1	County Cass	Parcel(s) 1A
Landowner 32nd Center LLLP		
Mailing Address PO Box 446, Valley City, ND 58072-0446		

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

See attached exhibit(s) to the easements accompanying this Memorandum of Offer.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 787.50 as full compensation for the fee and/or

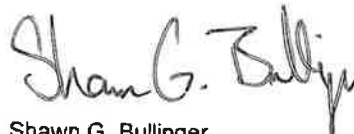
temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$ _____
Easement and Access Control	\$ _____
Improvements on Right of Way*	\$ <u>787.50</u>
Damages to Remainder	\$ _____
Total Offer	\$ <u>787.50</u>

*Description of Damages to Remainder are as follows:



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



Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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



Timothy J. Mahoney

MAYOR _____

SIGNATURE _____

DATE _____

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that 32ND CENTER, LLLP, a North Dakota limited liability limited partnership, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), 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 temporary construction easement over, upon and in land hereinafter described for the purpose of road construction and activities appurtenant thereto, said land being more fully described, to-wit:

Parcel 1A

A temporary easement, over, under and across that part of Lot 2, Block 1, WESTLAKE TOWNHOMES FOURTH ADDITION to the City of Fargo, Cass County, North Dakota, a Replat of Lots 1, 7, and 8, Block 1 of WESTLAKE TOWNHOMES THIRD ADDITION to the City of Fargo, North Dakota, described as follows:

The West 50.00 feet of the East 211.50 feet of the South 25.00 feet of said Lot 2.

Said parcel contains 1,250 square feet, more or less, and is subject to existing easements of record.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.


Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts

necessary or convenient to carry into effect the purpose for which the grant is made.

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

This easement shall terminate at the completion of construction of the project, or on November 30, 2022, whichever occurs later.

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 5 day of Nov, 2021.


(Signatures on the following pages)

GRANTOR:

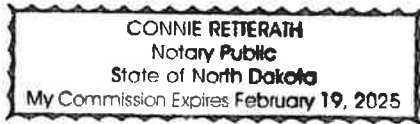
32nd Center, LLLP
a North Dakota limited liability limited
partnership



By: *George Gankler*
Its: _____

STATE OF North Dakota)
COUNTY OF Barnes) ss.
)

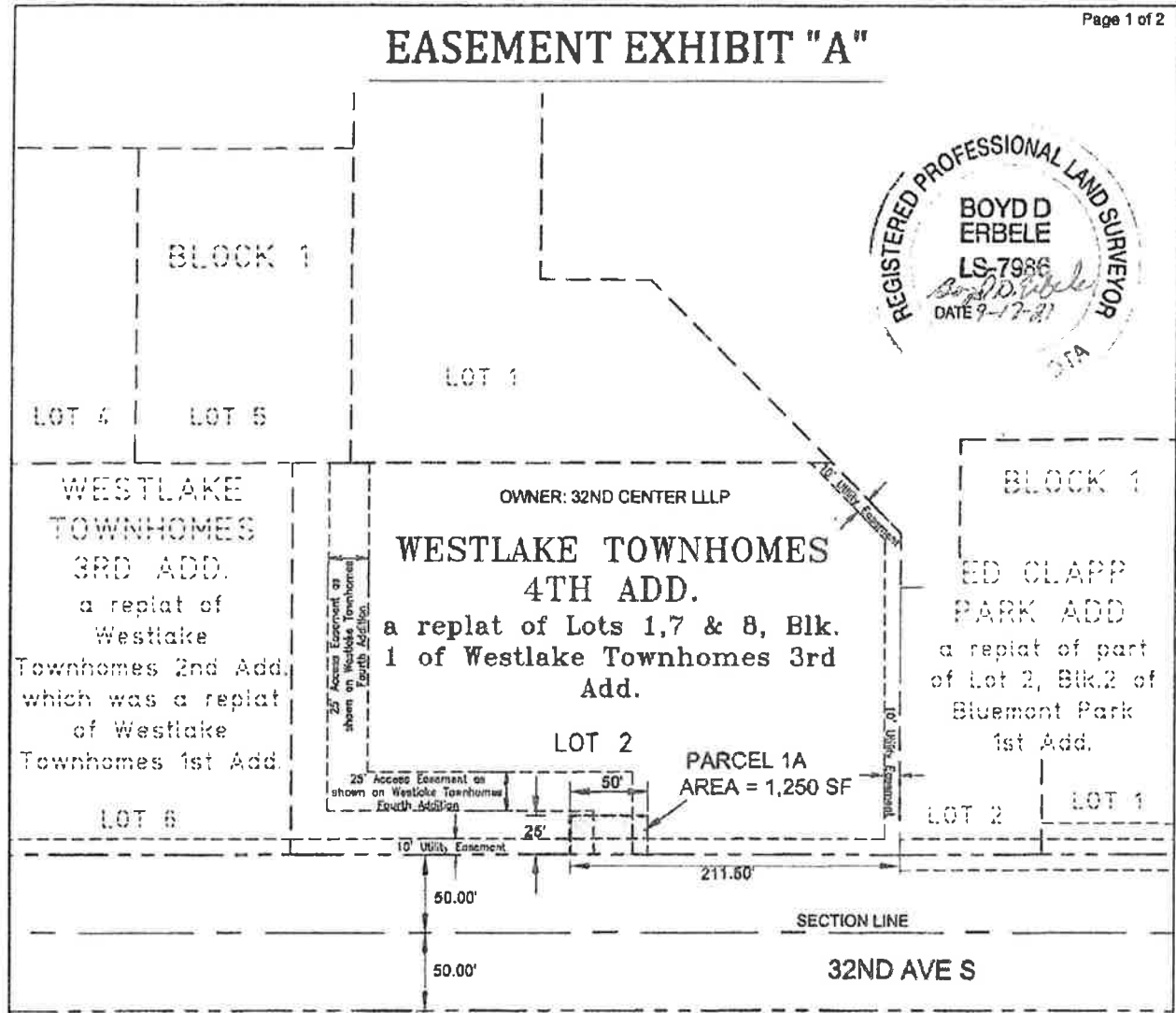
On this 5 day of November, 2021, before me, a notary public in and for said county and state, personally appeared George Gankler, to me known to be the Managing Partner of 32nd Center, LLLP, a North Dakota limited liability limited partnership, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



(SEAL)

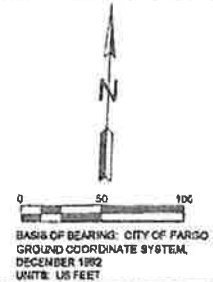
Connie Retterath
Notary Public
Barnes County, North Dakota

EASEMENT EXHIBIT "A"



LEGEND

PARCEL 1A



TEMPORARY EASEMENT - PARCEL 1A
 32ND AVE S RECONSTRUCTION
 WESTLAKE TOWNHOMES
 FOURTH ADDITION REPLAT
 SECTION 23, T139N, R49W
 FARGO, NORTH DAKOTA

Apex Project #: 20.103.0053
 Date: 08/17/2021
 Drawn By: Mike J
 Checked By: Boyd E
 Approved By: Boyd E

EASEMENT EXHIBIT "A"

Parcel 1A
(Temporary Easement)

A temporary easement, over, under and across that part of Lot 2, Block 1, WESTLAKE TOWNHOMES FOURTH ADDITION to the City of Fargo, Cass County, North Dakota, a Replat of Lots 1, 7, and 8, Block 1 of WESTLAKE TOWNHOMES THIRD ADDITION to the City of Fargo, North Dakota, described as follows:

The West 50.00 feet of the East 211.50 feet of the South 25.00 feet of said Lot 2.

Said parcel contains 1,250 square feet, more or less, and is subject to existing easements of record.



CERTIFICATION

I, Boyd D. Erbele, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Boyd D. Erbele

Date 9-17-2021

Boyd D. Erbele
North Dakota Professional Land Surveyor
License Number LS-7986



TEMPORARY EASEMENT - PARCEL 1A
32ND AVE S RECONSTRUCTION
WESTLAKE TOWNHOMES
FOURTH ADDITION REPLAT
SECTION 23, T139N, R49W
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063
Date: 09/17/2021
Drawn By: Mike J
Checked By: Boyd E
Approved By: Boyd E