

FARGO CITY COMMISSION AGENDA
Monday, November 29, 2021 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:00 p.m. and retire into Executive Session in the Red River Room to discuss negotiating strategy and/or to provide negotiating instructions to its negotiator, the Mayor, and also to consult with its attorneys regarding the terms of an amendment to the Memorandum of Agreement between the Fargo Municipal Airport Authority and the City; and to consult with the City's attorneys regarding existing civil litigation between the City and Purdue Pharma, LP et al; both of said matters being authorized by North Dakota Century Code 44-04-19.1 subsections 2 and 9 as public discussion of both will create an adverse fiscal effect on the bargaining and/or litigation position of the City if discussions regarding offers to be made or accepted, negotiating strategy to be taken or legal consultation about negotiations or litigation were to occur in an open meeting.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 15, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Meadow View Addition; 1st reading, 11/15/21.
- 2. Zero Electric Motorcycle Agreement with the Park District of the City of Fargo.
- 3. Resolution Establishing Northern States Power Franchise Fee.
- 4. Agreement for Downtown Business Improvement District Services and Materials with the Downtown Community Partnership beginning 1/1/22 through 12/31/22 (SSP21189).
- 5. Contract and bond for Project No. MP-20-A2.
- 6. Applications for Games of Chance:
 - a. Jeremiah Program Fargo-Moorhead for a raffle on 4/8/22 (amended).
 - b. Nativity School Elementary PTO for a raffle on 2/4/22.
 - c. NDSU Men's Lacrosse Club for a raffle on 4/1/22.

- d. MHA Nation West Segment Fargo Outreach for a raffle on 12/15/21; Public Spirited Resolution.
- e. Benefit for Kerri Gortmaker for a raffle board on 12/10/21; Public Spirited Resolution.
- 7. Milestone No. 6 (Change Order No. 9) for a time extension to 12/15/21 for Project No. FM-16-A1.
- 8. Change Order No. 2 for an increase of \$25,022.00 and time extension to 12/5/21 for Project No. SL-21-A1.
- 9. Final Balancing Change Order No. 3 for an increase of \$1,443.30 for Project No. TM-21-A1.
- 10. Agreement for Professional Services with Houston Engineering, Inc. for Project No. NR-23-A0.
- 11. Reimbursement request to Designer Homes in the amount of \$37,756.44 for repair and backfill of the old borrow pit site located at 6158 31st Street South.
- 12. Permanent Easement (Levee and Retaining Wall for Flood Control) with the Park District of the City of Fargo at 194 North Woodcrest Drive North (Project No. FM-19-C).
- 13. State Water Commission request for cost reimbursement for the FM Metropolitan Area Flood Risk Management Project costs totaling \$5,734,800.64.
- 14. Receive and file General Fund-Budget to Actual through October 2021 (unaudited).
- 15. Bid award for the purchase of one hazardous materials monitor with a Raman spectroscopy and accessories (RFP21194).
- 16. Sole Source Procurement with M & T Fire and Safety for the purchase of Fire Service Plus, FireAde AR-AFFF 3% \times 3%, 660 gallon tote (SSP21199).
- 17. Sole Source Procurement with Tyler Technologies, Inc. for the purchase of MobileEyes fire inspection software and Amendment to the License Agreement with Tyler Technologies, Inc. (SSP21200).
- 18. Agreement for Services with the following:
 - a. Sue Black.
 - b. Jamie Bunnis.
 - c. Bernadetta Chinema.
- 19. Sole Source Procurement with Custer Health-Mandan, ND for statewide education and awareness of the Women's Way Program.
- 20. Grant Agreement with the ND Department of Health Services, Office of Refugee Support Services for care coordination.
- 21. Amendment to the Notice of Grant Award from the ND Department of Health for the Title X Family Planning Program (CFDA #93.217).
- 22. Sponsorship package with the FM RedHawks to provide advertisement for the immunization program during the 2022 season.

- Page 23. Agreement for School Faculty Tobacco Prevention Coordinator with West Fargo Public Schools District.
24. Amendment to the Notice of Grant Award with the ND Department of Health for Ryan White Part B Program (CFDA #93.917).
 25. Resolution Approving Plat of Timber Parkway Seventh Addition.
 26. Purchase of one vactor combination sewer cleaner truck through Sourcewell in the amount of \$574,467.00 (PBC122017-FSC-2).
 27. Piggyback Contract with Christianson's Business Furniture for the Public Works West Administration Office furniture fit-up (PBC21082).
 28. Amendment No. 1 with KLJ Engineering, LLC in the amount of -\$7,895.53 for MTG Pit repairs and in-ground hoist replacement (RFQ21072).
 29. Request for Proposals for contract electrician services in the Water Utility.
 30. Bills.
 31. Memorandum of Offer to Landowner for a Permanent Easement (Street and Utility) with Bison Investments, LLC in association with Improvement District No. BR-22-A0.
 32. Memorandum of Offer to Landowner for a Permanent Easement (Street and Utility) and Easement (Temporary Construction Easement) with Innovis Health, LLC in association with Improvement District No. BR-22-A0.
 33. Permanent Easement (Storm Sewer) with Stanley L. and Patricia J. Ryland in association with Improvement District No. BN-21-G1.
 34. Bid awards for the following Improvement Districts:
 - a. No. BN-21-L1.
 - b. No. BR-22-C1.
 - c. No. BR-22-F1.
 35. Contracts and bonds for the following Improvement Districts:
 - a. No. BN-21-L1.
 - b. No. BR-22-F1.

REGULAR AGENDA:

36. **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).**
37. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. Maple Valley Fifth Addition (6050 36th Street South); approval recommended by the Planning Commission on 9/9/21:
 1. Zoning Change from LC, Limited Commercial to LC, Limited Commercial with a C-O, Conditional Overlay.
 2. 1st reading of rezoning Ordinance.

3. Plat of Maple Valley Fifth Addition.
 - b. Fayland Industrial First Addition (1217 46th Street North); approval recommended by the Planning Commission on 11/2/21:
 1. Zoning Change from GI, General Industrial to LI, Limited Industrial.
 2. 1st reading of rezoning Ordinance.
 - c. Application for a Class "VWB" Alcoholic Beverage License for Cellar 624 LLC d/b/a Cellar 624, The Venue on Main to be located at 624 Main Avenue, Suite 1.
 - d. Proposed changes in Passenger Fare Structure for MATBUS Fixed Routes and MAT Paratransit Service.
38. Discussion regarding the City of Fargo Temporary COVID-19 Mask Policy for employees.
39. Receive and file the 2022 Capital Improvement Plan and the 2023 Federal Aid and 2023 Utility Replacement and Street Reconstruction Projects.
40. Recommendation for award of the Civil Legal Services and Prosecutorial Legal Services.
41. Recommendation to approve the Massage Therapy Establishment requirements, as presented and 1st reading of an Ordinance Relating to Massage Therapy Establishments.
42. 1st reading of an Ordinance Relating to Wildlife Management Program-Regulations.
43. 2nd reading and final adoption of an Ordinance Relating to the City of Fargo Police Advisory and Oversight Board; 1st reading on 11/15/21.
44. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Gary and Margaret Stende, 1338 3rd Street North (5 year).
 - b. Derek and Kellie Hanson, 2311 Lilac Lane North (5 year).
 - c. James and Patricia Deutsch, 3105 9th Street North (5 year).
 - d. Michael and Lesa Lemoine, 2124 10th Street South (5 year).
 - e. Stephen Illing, 2850 Hickory Street North (5 year).
 - f. Troy and Sydney Knutson, 230 Prairiewood Drive South (5 year).
 - g. Gregory and Gretchen Byer, 1720 Whitestone Circle South (5 year).
 - h. Melissa Bossman and Steven Tedford, 2541 Par Street North (5 year).
 - i. Karl and Carol Berg, 2509 10th Street North (5 year).
 - j. Angela Rockwell, 1929 17th Street South (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

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ORDINANCE NO. _____

AN ORDINANCE REZONING A CERTAIN PARCEL
OF LAND LYING IN MEADOW VIEW ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 3, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on November 15, 2021,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Nine (9), Block Six (6) of Meadow View Addition to the City of Fargo, Cass County, North Dakota;

is hereby retaining the base zoning of "P/I", Public and Institutional, District.

Section 2. The following described property:

Lots One (1) through Thirteen (13), Block One (1), Lots One (1) through Twenty-six (26), Block Two (2), Lots One (1) through Twenty-four (24), Block Three (3), Lots One (1) through Thirty-four (34), Block Four (4), Lots One (1) through Eighteen (18), Block Five (5) and Lots One (1) through Eight (8), Ten (10) through Twenty-nine (29), Block Six (6) of Meadow View Addition to the City of Fargo, Cass County, North Dakota;

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

is hereby retaining the base zoning of "SR-4", Single-Dwelling Residential, District;

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

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

5
6 _____
Timothy J. Mahoney, M.D., Mayor

7 (SEAL)

8 Attest:

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10 _____
Steven Sprague, City Auditor

11 First Reading:
12 Second Reading:
13 Final Passage:
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Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 24, 2021

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

Re: Zero Electric Motorcycle Agreement

Dear Commissioners,

Presented for your approval is a Zero Electric Motorcycle Agreement, whereby the Park District will transfer ownership of the motorcycle to the city of Fargo in exchange for the Fargo Police Departments' willingness to utilize the motorcycle at Community Outreach Events programmed by the Park District, and display decals identifying the Park District and Cass County Electric as having sponsored the motorcycle. This agreement came about as a result of changed circumstances and termination of a previously existing MOU designating a Fargo Police Department Officer as the Park District Officer, and the Park District paid the officer's salary. The Park District property was incorporated into the regular patrol responsibilities, eliminating the need for the Park District Officer's use of the motorcycle, yet the parties saw a need and expressed a desire for its continued operation by the Fargo Police Department. The motorcycle has an estimated useful life of an additional 5 years, at the end of which the agreement for appearances will be terminated, at the Police Department discretion.

Suggested Motion: I move to approve the Zero Electric Motorcycle Agreement between the Fargo Park District and the city of Fargo Police Department, and authorize acceptance of the Title, free and clear of any and all liens and encumbrances, for use in such outreach events as identified in the Agreement.

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

Regards,



Nancy J. Morris

NJM/lmw

Enclosure

Zero Electric Motorcycle Agreement

This Zero Electric Motorcycle Agreement is entered into by and between the Park District of the City of Fargo (the "Park District") and the city of Fargo, a North Dakota municipal corporation and the Fargo Police Department (collectively the "Police Department").

Whereas, in 2019 (year) the Park District, in conjunction with Cass County Electric Cooperative, purchased a Zero Electric Motorcycle (the "Motorcycle") for use by the Police Department; and

Whereas, the Police Department and the Park District have terminated an MOU for the provision of a direct assignment of a Police Department employed officer to the Park District. As a result of such termination, the Park District has determined it has no practical use for the Motorcycle; and

Whereas, pursuant to the terms of this Agreement, the Park District shall transfer title of the Motorcycle to the Police Department, and the Police Department shall accept ownership and maintenance responsibilities of the Motorcycle.

Now, therefore, for good and valuable consideration hereby acknowledged, the parties agree as follows:

1. The Park District shall transfer title of the Motorcycle to the Police Department by execution of documentation necessary to effectuate the transfer of title. The Park District makes no representations or warranties as to the condition of the Motorcycle. The Police Department accepts the Motorcycle in "as is" condition.
2. In exchange for clear title to the Motorcycle, the Police Department agrees to keep and display the Park District and Cass County Electric Cooperative decals on the Motorcycle for its estimated useful life of up to 5 years. Police Department shall have sole discretion to determine the Motorcycle's useful life. The parties may agree to replace the decals should they become damaged or worn. Further, Police Department shall be permitted to place its own identifying decals on the Motorcycle.
3. As further consideration for clear title to the Motorcycle, the Police Department agrees that it will endeavor to make available for display and/or utilize the Motorcycle at joint Community outreach events as agreed to by the Park District and Police Department on a yearly basis, up to 5 events per year. Such events are generally described in Exhibit "A" attached hereto. Police Department further agrees to use the Motorcycle in a manner that keeps it in the public eye in patrolling Park District property, at Police Department sole discretion.
4. The term of this Agreement shall be the estimated useful life of the Motorcycle, up to 5 years. In the event the Motorcycle becomes obsolete or is otherwise rendered inoperable, the Police Department may, in its sole discretion, terminate this Agreement.

5. Entire Agreement. This Agreement 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 Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the parties' rights, duties and obligations under prior agreements related to the floodwall construction.

6. 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.

7. 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 Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

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

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

10. Governing Law. This Agreement 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 Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

11. Rules of Construction. The parties acknowledge that they have had the opportunity to review this Agreement, 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.

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

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

Dated this ___ day of November, 2021.

City of Fargo, a North Dakota municipal corporation

Dr. Timothy J. Mahoney, Mayor

Attest:

Steve Sprague, City Auditor

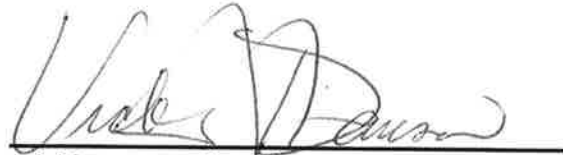
Dated this ___ day of November, 2021.

Fargo Police Department

David Zibolski, Chief

Dated this 9th day of November, 2021.

Park District of the City of Fargo


Vicki Dawson, President

Attest:



Dave Leker, Clerk

Exhibit A
Joint Events Between the Park District of the City of Fargo
and the Fargo Police Department

Clara Barton

Midwest Kids Fest

Madison Park

701 Day

Lewis & Clark

Longfellow Park

Roosevelt Park

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 24, 2021

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

Re: Franchise Fee Resolution

Dear Commissioners,

In accordance with Fargo Municipal Code § 24-0502, presented for your approval is a Resolution Establishing Northern States Power Franchise Fee in the amount of 2%. The enacting ordinance recently adopted specifically provides that the percentage shall be established by Resolution. Now that the NSP Franchise Ordinance has similarly been adopted, the attached is presented for your approval as well.

Suggested Motion: I move to approve the Resolution Establishing Northern States Power Franchise Fee in the amount of 2%, to be applied in accordance with the Franchise Ordinance previously adopted, an authorize the Mayor to sign the same.

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

Regards,



Nancy J. Morris

NJM/lmw

Enclosure



COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION ESTABLISHING NORTHERN STATES POWER FRANCHISE FEE

WHEREAS, the City of Fargo has enacted Article 24-05 of the Fargo Municipal Code which authorizes the Franchise Ordinance for Northern States Power and use of the public ways for purposes of establishing an Electrical Distribution System; and

WHEREAS, Section 24-0502 of the Fargo Municipal Code authorizes the Board of City Commission to adopt a Franchise Fee by Resolution.

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

1. The Northern States Power Franchise Fee shall be in the amount of 2%.

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.

Dated this ____ day of _____, 2021.

ATTEST:

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

Steve Sprague, City Auditor

(4)

AUDITOR'S OFFICEFargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
www.FargoND.gov**MEMORANDUM**

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: 2021 Downtown Business Improvement District (SSP21189)

DATE: October 18, 2021

The City Auditors Office is recommending extending the management contract with the Downtown Community Partnership for the Downtown Business Improvement District (BID). This extension was approved by the Finance Committee as a sole source contract. Staff feels the Downtown Community Partnership are a responsible agency and the contract for the management of the BID should be awarded to the Downtown Community Partnership. Detailed plans and specifications are on file in the Auditor's Office.

Recommended Motion:

Approve the Downtown Business Improvement District (BID) agreement for services with the Downtown Community Partnership beginning January 1, 2022 and ending December 31, 2022.

**AGREEMENT FOR DOWNTOWN BUSINESS IMPROVEMENT DISTRICT
SERVICES AND MATERIALS
BETWEEN CITY OF FARGO AND DOWNTOWN COMMUNITY PARTNERSHIP**

THIS AGREEMENT is made and entered into effective the 1st day of November, 2021, by and between the **CITY OF FARGO, a municipal corporation** (hereinafter “City”) and Downtown Community Partnership, a private sector development C corporation, whose address is 207 4th Street North, Suite B, Fargo, ND (hereinafter “Contractor”).

RECITALS:

WHEREAS, the Board of City Commissioners of the city of Fargo have created Business Improvement District (BID) No. BID2021 and certain plans and specifications have been approved for the providing of services relating to the cleaning, safety, maintenance, beautification and promotion within said district and for the administration and oversight of said services and materials which functions are described in the plans and specifications attached hereto as Exhibit A and incorporated as if fully set forth herein; and

WHEREAS, the City entered into a separate Memorandum of Understanding (MOU) with the Downtown Community Partnership, which served as the proposer of the Business Improvement District No. BID2021, for the contribution and investment by the city of Fargo of certain in-kind materials and services for the benefit of the BID No. BID2021, a copy of which is attached hereto for purposes of reference as Exhibit B; and

WHEREAS, the City has engaged in a process of requesting proposals for the providing of the goods and materials described in Exhibit A and the Contractor has been designated as the successful proposer; and

WHEREAS, the City and Contractor wish to enter into a written agreement for the providing of the goods and services described in Exhibit A, said contract to conform with the requirements of N.D.C.C. Chapter 40-22.1;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Contractor shall provide all the goods and services described on the plans and specifications, Exhibit A.
2. As and for its compensation for the providing of these services, Contractor shall be entitled to an annual amount of compensation of \$50,000 per annum, payable in quarterly installments, commencing with January 1, 2022.
3. The term of this contract shall be for a period of one (1) year commencing January 1, 2022 and ending December 31, 2022.

4. The City has established the Downtown BID District, Fund 221 into which the City will deposit all proceeds received from the special assessments for BID2021. All payments under this contract from the City to Contractor, or to any third parties, shall be paid from the Downtown BID, Fund 221 and any consideration expressed in this contract shall be payable only in warrants drawn on the Downtown BID, Fund 221.

5. Contractor will maintain detailed monthly accounting and annual budgeting records. City will remit to Contractor 95% of total assessments on a quarterly basis at the beginning of the quarter for the first 2 quarters. City will remit to Contractor the remaining funds up to the amount of special assessments collected. Contractor will provide detailed quarterly reports or detailed reports as requested.

6. Contractor shall report to the Board of City Commissioners of the City within 30 days of the end of each calendar year throughout the term of this contract. In addition to an annual report to the Board of City Commissioners, the Contractor shall be obligated to report on any or all activities contemplated under this contract upon request of the Board of City Commissioners.

7. The Board of City Commissioners may suspend the work to be performed by Contractor pursuant to this contract at any time for improper performance and, this contract may be terminated at any time for improper performance. In such case this contract may be re-let or the obligations contained herein be ordered to be re-performed as to all or any of the work contemplated herein that is improperly done, as contemplated by N.D.C.C. § 40-22.1.-10.

8. The work to be performed by Contractor shall be performed in a timely manner and within the term hereof.

9. City of Fargo shall assume and incur no general liability under this contract.

10. The City Auditor is authorized to reject work and materials which are not up to specifications and the acceptance of any job described herein by the City Auditor shall not release the Contractor from liability for any failure to perform work or furnish materials in accordance with the plans and specifications, Exhibit A.

11. Contractor acknowledges that the City Auditor, acting for the City, shall supervise and inspect the work contemplated under this agreement throughout its progress.

12. Contractor acknowledges that, in addition to any rights which the City may have under this contract before establishment and operation of part or all of Business Improvement District No. BID2021 after this contract has been awarded and before this contract work has been completed, the City may, with the consent of Contractor, and without advertising for bids, order additional work done by the Contractor of the same character as that which is contracted for herein. Where within or without this Business Improvement District No. BID2021, and upon the same terms and conditions specified in this contract except as to time and performance, and at the same prices for the additional work; provided, that the total price payable to the Contractor for such additional work may not exceed twenty percent (20%) of the

amount estimated by the City Auditor for the municipality to be payable for that character of work under this original contract. See generally, N.D.C.C. § 40-22.1-10.

13. Equal Employment Opportunity. In connection with this proposal and any subsequent contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, disability, sex, sexual orientation, or status regarding public assistance. The consultant will take action to insure that its employees are fairly treated during employment without regard to their race, color, creed, religion, national origin, disability, sex, sexual orientation, or status regarding public assistance. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including internship and/or apprenticeship. The consultant further agrees to insert a similar provision in all subcontracts, except subcontract for standard commercial supplies or raw materials

14. Ownership, Publication, Reproduction, and Use of Materials. All work products of the contractor that result from this contract are the exclusive property of City or Fargo.

15. Conflicts of Interest. No official or employee of the City, who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract.

16. Subcontracting and Assignments. The contractor may, only with prior written approval from the City, subcontract as necessary to accomplish the contract objectives. Subcontracts shall contain all applicable provisions of this agreement, and copies of the subcontract must be filed with the City. The contractor shall not assign or transfer the contractor's interest in this agreement without the express written consent of the City.

17. Termination. The right is reserved by the City to terminate any agreement with or without cause at any time if the recipient does not comply with the provisions of such agreement.

If the City terminates such agreement, it reserves the right to take such action as it deems necessary and appropriate to protect the interests of the City. Such action may include refusing to make any additional reimbursement of funds and requiring the return of all or part of any funds that have already been disbursed.

18. Persons with Disabilities. The contractor shall ensure that no qualified disabled individual, as defined in 29 USE 706(7) and 49 CFR Part 27 shall, solely by reason of this handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from the assistance under this agreement.

20. Hold Harmless. The contractor shall save and hold harmless the City, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting

from or arising out of the activities of the contractor or its subcontractors, agents, or employees under this agreement. It is hereby understood and agreed that any and all employees of the contractor and all other persons employed by the contractor in the performance of any of the services required or provided for under this agreement shall not be considered employees of the City, and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said contractor's employees while so engaged in any of the services to be rendered under this agreement by the contractor shall in no way be the obligation or responsibility of the City.


CITY OF FARGO, a municipal corporation,

By: _____
Timothy Mahoney
Its: Mayor

ATTEST:

Steven Sprague, City Auditor

DOWNTOWN COMMUNITY PARTNERSHIP, a
North Dakota non-profit corporation

By:  _____
Cindy Graffeo, its Executive Director

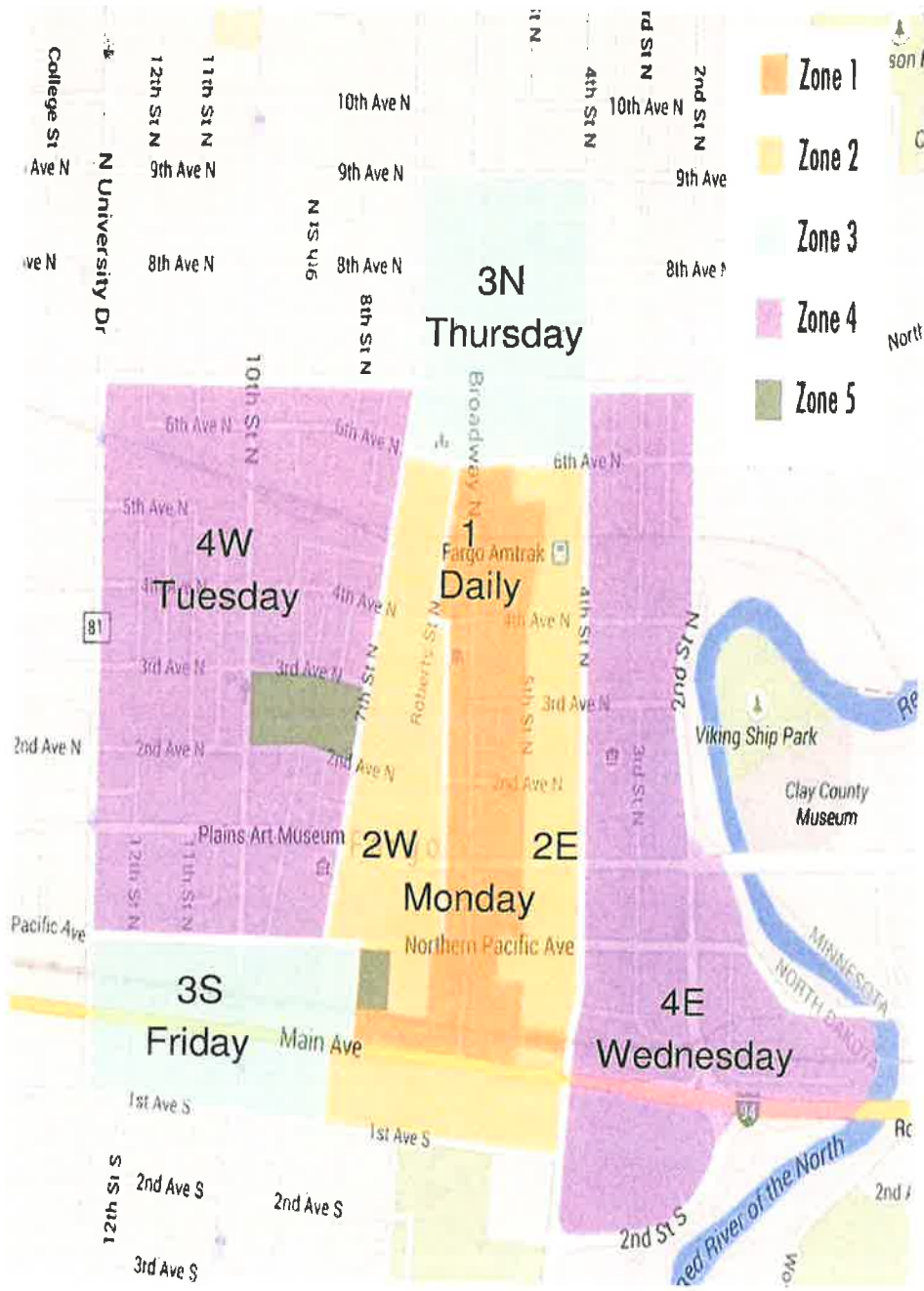


PLANS AND SPECIFICATIONS
January 1, 2022 - December 31, 2022

Mission Statement

The Downtown Community Partnership Business Improvement District works to improve and enhance the overall attractiveness and appeal of Downtown Fargo. This is done by making sure our downtown is clean, safe, maintained, and properly promoted.

BID Zone Map



2022 BID Budget

2022 Business Improvement District		
	2022 Budget	City MOU In-Kind Services
Prev Year Rollover	\$ 3,000.00	
Assessments	\$ 595,670.44	
Total Assessment Income	\$ 598,670.44	
Add Revenue (BID) - Estimated		
Trash / Recyclables Removal - City of Fargo	\$ 35,112.00	\$ 35,112.00
Trash / Recyclables Removal - Broadway Square	\$ 6,912.00	
Snow Removal - Railroad Tracks	\$ 5,200.00	\$ 5,200.00
Street Fair Support / Clean-up	\$ 2,500.00	
City of Fargo Irrigation	\$ 2,000.00	
Parade Support / Clean-up	\$ 1,500.00	
Flag Revenue	\$ 1,000.00	
Utility Box Wraps		
Other Misc - Alfresco Islands	\$ 1,500.00	
Total Additional Income	\$ 55,724.00	
Total Income	\$ 654,394.44	
Expenses		
Block by Block - Cleaning & Maintenance	\$ 340,939.19	
Block by Block - Safety & Hospitality	\$ 100,468.28	
Maintained		
Snow Removal Contract	\$ 4,500.00	
Maintenance Supplies / Repairs	\$ 4,000.00	
Pressure Washing	\$ 20,000.00	
Minor Streetscape Repairs / Benches	\$ 4,000.00	
Directory Signs	\$ 38,000.00	
Trash Cans / Liners / Bags	\$ 3,250.00	
Utilities	\$ 3,000.00	\$ 3,000.00
Snow Removal / Equipment	\$ 1,000.00	
Lighted Columns	\$ 500.00	
Beautified		

Winter Lights Install / Remove (Christmas Décor)	\$ 27,000.00	
Planter Bed Maintenance	\$ 18,000.00	
Flower Baskets	\$ 16,000.00	
Winter Lights Supplies	\$ 2,000.00	
Garland Install / Remove (Accelerated)	\$ 3,000.00	
Downtown Art Projects	\$ 1,000.00	
Planter Bed Sprinkler System	\$ 2,000.00	
Irrigation (Meters)	\$ 2,000.00	
Parklet Flowers	\$ 1,200.00	
Promotion		
Flags / Banners	\$ 1,000.00	
Advertising	\$ 2,500.00	
Conference Fees / Member Dues	\$ 500.00	
BID Bike / Info Cart	\$ 250.00	
Miscellaneous	\$ -	
Administrative		
BID Insurance	\$ 2,629.00	
Website / Social Media	\$ 516.00	
Public Relations / Mailouts	\$ 500.00	
DCP		
Administration Fee	\$ 50,000.00	
Widmer Roel 990 Form Fee	\$ 1,100.00	
Accounting Fee (BID Advisory Meetings)	\$ 250.00	
Total Expenses	\$ 651,102.47	
Net Income	\$ 3,291.97	

Notes

The 2022 Budget includes the following breakdown of staff hours:

- During Peak Season
 - 264 Weekly Hours
 - 1 Operations Manager - 40 Hours
 - 1 Full-Time Team Leader - 40 Hours
 - 3 Full-Time Maintenance Ambassadors - 120 Hours
 - 1 Part-Time Safety and Hospitality Ambassadors - 48 Hours
- Non-Peak Season
 - 224 Weekly Hours
 - 1 Operations Manager - 40 Hours
 - 1 Full-Time Team Leader - 40 Hours
 - 2 Full-Time Maintenance Ambassadors - 120 Hours
 - 1 Part-Time Safety and Hospitality Ambassadors - 48 Hours

This document is subject to change per the requirements and development of Downtown Fargo. The BID will report appropriate issues through the Fargo One application and follow-up with applicable departments when necessary.

Components of the plans and specs are not standard city policy. BID and City of Fargo will coordinate these items as documented in the communications procedures set forth. The communications procedures are a set of guidelines for the purpose of coordination of new policies and operations that are not currently established at the City of Fargo and that are known to likely come forward as topics of interest for downtown operations.

Amended

*25.00
cc
11-19-21*



LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 17926 (04-2020)

(Law)

Permit Number
R0061-21

Permit Type (check one)
 Local Permit Restricted Event Permit*

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

Name of Organization or Group of People permit is issued to
Jeremiah Program Fargo-Moorhead

Dates Authorized (Read Instruction 2)

Organization or Group Contact Person
Andrea Williams

Title or Position

Telephone Number
701-552-5553

Mailing Address
3104 Fiechtner Dr

City
Fargo

State
ND

ZIP Code
58103-0000

Site Name
Holiday Inn

Site Address
3803 13 Ave S

City
Fargo

ZIP Code
ND

County
Cass

If the city or county is placing restrictions on the permit, please explain

If a raffle is being conducted, provide the date of the drawing(s)
~~10/22/21~~ *April 8, 2022*

City or County Contact Person
Name
Steve Sprague



Title
City Clerk

Telephone Number
701-241-1301

E-mail Address
ssprague@fargond.gov

Signature of City or County Official
[Signature]

Date
9/7/2021

Issuing Governing Body
 City County

City or County must submit a copy of the permit above to the Office of Attorney General within 14 days of issuance. (Cut at line below)

Local governing bodies please see the instructions on the backside of this form on how to complete the permit. Be certain to provide the organization or group with the "Information Required to be Preprinted on a Standard Raffle Ticket" found on the backside of this form if a raffle is being conducted. If a "Restricted Event Permit" is being issued, either provide organization or group with SFN 52880 "Report on a Restricted Event Permit" or make them aware that the report must be filed with the city or county and the Office of Attorney General within 30 days after the event. Before approving a site location, ensure compliance with the gaming law below.

Before approving a local permit or restricted event permit the local governing body should review North Dakota Century Code 53-06.1-03(3)(a) which states:

- 3. A licensed organization or organization that has a permit shall conduct games as follows:
 - a. Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:
 - (1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.
 - (2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

Local governing bodies should also review North Dakota Administrative Code 99-01.3-01-05 (Permits) for the administrative rules governing permits. These rules may be viewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>



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

\$25.00
 ✓ 1760
 11-10-21

(bb)

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 <i>Nativity School Elementary PTO</i>	Dates of Activity <i>Dec 20, 2021 - Feb 4, 2022</i>	If raffle, provide drawing date <i>Feb 4, 2022</i>	
Organization or Group Contact Person <i>Gina Ahlers</i>	Title or Position <i>PTO Fundraising</i>	Telephone Number <i>701 843 8011</i>	
Business Address <i>1825 11th St S</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58103</i>
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) <i>Nativity Elementary School</i>			
Site Address <i>1825 11th St S</i>	City <i>Fargo</i>	ZIP Code <i>ND 58104</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>Raffle drawing</i>	<i>Cash prizes</i>	<i>1 \$500</i>
		<i>2 \$250</i>
		<i>5 \$100</i>

Total (limit \$40,000 per year)	<i>1,500</i>
---------------------------------	--------------

Intended Uses of Gaming Proceeds *School enrichment and improvements funded by PTO*

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 <i>Gina Ahlers</i>	Title <i>Nativity School PTO Fundraising</i>	Telephone Number <i>701-843-8011</i>	E-mail Address <i>Gina.Ahlers@sdak.us</i>
Signature of Organization or Group's Top Official <i>Christa Dalton</i>		Title <i>Nativity Principal</i>	Date <i>11/10/2021</i>



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

25,000
cc
11/18/21

(Handwritten initials)

Applying for (check one)
[x] Local Permit [] Restricted Event Permit*

Games to be Conducted
[] Bingo [x] 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: NDSU Men's Lacrosse Club
Dates of Activity: 1/01-4/01/2022
If raffle, provide drawing date: 4/1/2022
Organization or Group Contact Person: Zane Hensel
Title or Position: President
Telephone Number: (970)376-5051
Business Address: PO Box 6050 Dept. 2837 c/o NDSU Student Government
City: Fargo
State: ND
ZIP Code: 58108-6050
Mailing Address (if different):
City:
State:
ZIP Code:
Site Name (where gaming will be conducted): Dakotah Field
Site Address: 1310 17th Ave N
City: Fargo
ZIP Code: 58102
County: Cass

Description and Retail Value of Prizes to be Awarded

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Row 1: Raffle, Three nights lodging, two days guided walleye fishing for six people., \$2970.00

Total (limit \$40,000 per year) \$2970.00

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
[] Yes [x] 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 [x] 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)
[x] 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: Zane Hensel, Title: President, Telephone Number: (970)376-5051, E-mail Address: zane.d.hensel@ndsu.edu
Signature of Organization or Group's Top Official: [Signature], Title: President, Date: 11/18/2021



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (04-2020)

(lad)

15328
 25.00
 11/22/21

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 MHA Nation	Dates of Activity	If raffle, provide drawing date 12/15/21	
Organization or Group Contact Person WEST SEGMENT FARGO OUTREACH	Title or Position DIRECTOR	Telephone Number 701-421-6200	
Business Address 502 1st AVE N.	City FARGO	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) WEST SEGMENT FARGO OUTREACH			
Site Address 502 1st AVE. N.	City FARGO	ZIP Code 58102	County CASS

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
RAFFLE	SATIN STAR QUILT	\$ 500.00
RAFFLE	NON SATIN STAR QUILT	\$ 350.00
RAFFLE	GREEN/BROWN LEATHER PURSE	\$ 49.99
RAFFLE	PENDLETON WEEKENDER BAG (LRG. ROCK POINT)	\$ 250.00
RAFFLE	PENDLETON CHIEF JOSEPH COLLECTIBLE MUG SET	\$ 59.50
RAFFLE	PINK BEADED - LIGHTER; PEN; KEY CHAIN	\$ 100.00
RAFFLE	MONTANA SILVER "SWIFT CURRENT ARROW" SILVER NECKLACE	\$ 80.00

Total (limit \$40,000 per year) **1389.49**

Intended Uses of Gaming Proceeds
CHRISTMAS PRESENTS AND TREATS FOR CHILDREN THAT ARE NOT WEST SEGMENT MEMBERS

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 JOLENE GONZALES	Title DIRECTOR	Telephone Number 701-421-6200	E-mail Address jgonzales@mhanation.com
Signature of Organization or Group's Top Official <i>Jolene Gonzales</i>		Title DIRECTOR	Date



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (04-2020)

(cc)

\$25.00
 cc
 11-22-21

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 <i>Kerri Gortmaker Benefit</i>	Dates of Activity <i>12/10/21</i>	If raffle, provide drawing date	
Organization or Group Contact Person <i>Mike Clower</i>	Title or Position <i>Committee</i>	Telephone Number <i>701 809 8033</i>	
Business Address <i>2906 Edgewood Dr N</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>
Mailing Address (if different)	City	State	ZIP Code

Site Name (where gaming will be conducted)
El Zagal

Site Address <i>1429 3 St N</i>	City <i>Fargo</i>	ZIP Code <i>58102</i>	County <i>Cass</i>
------------------------------------	----------------------	--------------------------	-----------------------

Description and Game T			Retail Value of Prize
<i>1. Taurus 44 Mag</i>	<i>\$3,000</i>		
<i>2. Glock Mod 17 9mm</i>	<i>\$800</i>		
<i>3. Yeti Cooler</i>	<i>\$400</i>		
<i>4. Blackstone Grill</i>	<i>\$200</i>		
<i>5. Wine Package</i>	<i>\$350</i>		
<i>6. Wagon w Liqueor</i>	<i>\$350</i>	<i>40,000 per year</i>	<i>\$5100.00</i>

Intended Uses of Gaming Proceeds
Benefit Needs

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 <i>Mike Clower</i>	Title <i>Committee</i>	Telephone Number <i>701 809 8033</i>	E-mail Address <i>mikeclower@aol.com</i>
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title <i>Committee</i>	Date <i>11/22/21</i>

7

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-16-A1 Type: Milestone No. 6 Time Extension (Change Order #9)
 Location: 45th St & 64th Ave N Date of Hearing: 11/22/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/29/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding a time extension to Milestone No. 6 (Change Order #9) requested by Key Contracting to complete the drainage features in the Drain #10 area. This request moves Milestone No. 6 completion from November 15, 2021 to December 15, 2021.

Staff is recommending approval of the time extension to Milestone No. 6 (Change Order #9) as described above.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension to Milestone No. 6 (Change Order #9) adjusting the completion date from November 15, 2021 to December 15, 2021 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve the Milestone No. 6 time extension (Change Order #9) with Key Contracting adjusting the completion date from November 15, 2021 to December 15, 2021.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax


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

COMMITTEE

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

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
Date: November 17, 2021
Re: Project No. FM-16-A1 North Side Flood Risk Management Levee
Change Order No. 9 – Milestone 6 Time Extension

Background:

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

The Contractor is requesting an extension for the Milestone 6 date to December 15, 2021. Change Order No. 7 included a time extension for Milestone 6 to November 15, 2021. All of the items for Milestone 6 are complete except for the drainage features in the Drain 10 area. The change order will not affect the overall contract completion dates or other milestone completion requirements. The Consultant recommends approval of the no cost schedule change and so does Engineering.

Funding for this project will come from the Flood Sales Tax Fund 460, but this will be a no cost change order.

Recommended Motion:

Approve Change Order No. 9 for a no cost Milestone 6 time extension.

REK/klb
Attachment

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

Key Contracting, Inc.

245 7th Avenue NE
West Fargo, North Dakota 58078
Phone: (701) 238-8192
Fax: (701) 356-0166
Internet: keycontracting.com



CHANGE ORDER REQUEST # 11

Submitted To: Moore Engineering
Attention: Brady Woodard
Date: 11/12/2021
Project: City of Fargo FM-16-A1
Total Price: **No Price Change Order**

Key Contracting, Inc., hereby submits a request for an extension for Milestone 6.

Description				
<p>Key Contracting requests a time extension from November 15 to December 15 for Milestone #6. We were on schedule to meet the November 15 deadline until the rain and snow began on Wednesday, November 10 thru Friday, November 12. We have the levee completed and surveyed from the Lift Station going East - we only need to add topsoil and seed. We have the levee completed from the Drain 10 Right of Way going West with the exception of filling in a small access opening. We still have to complete 52nd Avenue, level topsoil stockpile, seed and install the CMP thru Drain 10 Right of Way. This request would not change Milestone 5 completion or final completion.</p>				

All work shall be completed in a workman like manner and according to standard practice.

Steve Carr

Key Contracting, Inc.
Contact: Steve Carr
Cell (701) 371-1284



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No: FM-16-A1 Change Order No: 9
 Project Name: North Side Flood Risk Management Levee
 Date Entered: 11/17/2021 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: Milestone 6 Schedule Change

Key Contracting is requesting a time extension from November 15 to December 15, 2021 for Milestone #6. The Contractors description of request is attached.

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 # 9 (\$)										227,170.90
Previous Change Orders (\$)										9,211,536.30
Original Contract Amount (\$)										9,438,707.20
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	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

APPROVED *Steve Carr*
 For Contractor *Key Contracting*
 Title *VP*

APPROVED DATE

Department Head *T. Cole* 11/23/21
 Mayor



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

Attest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Project No. SL-21-A1

Type: Change Order #2 & Time Extension

Location: Citywide

Date of Hearing: 11/22/2021

Routing

	Date
City Commission	11/29/2021
PWPEC File	X
Project File	Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Change Order #2 in the amount of \$25,022.00, bringing the total contract amount to \$298,829.50, for additional work, along with the associated time extension as described below:

Original Completion Dates	Revised This Memo
Substantial – October 25, 2021 Final – November 25, 2021	Substantial – November 5, 2021 Final – December 5, 2021

Staff is recommending approval of Change Order #2 in the amount of \$25,022.00, bringing the total contract amount to \$298,829.50 and the associated time extension.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 and the time extension as described above to Strata Corporation.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #2 in the amount of \$25,022.00, bringing the total contract amount to \$298,829.50 and the associated time extension adjusting the Substantial Completion Date to November 5, 2021 and the Final Completion Date to December 5, 2021 to Strata Corporation.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds

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

COMMITTEE

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jim Mohr, Project Engineer
Date: November 10, 2021
Re: Project No. SL-21-A1 – Change Order #2 & Time Extension

Background:

Project No. SL-21-A1 is for the repair of various street lighting maintenance issues Citywide.

Strata Corporation is the Prime Contractor on this project.

The attached Change Order #2 in the amount of \$25,022.00, which will increase the total contract amount to \$298,829.50, and the associated time extension is for additional work as shown on the Change Order.

Recommended Motion:

Approve Change Order #2 in the amount of \$25,022.00 and the associated time extension to revise the Substantial and Final Completion Dates as shown below:

Original Completion Dates:	Revised This Memo:
Substantial – October 25, 2021 Final – November 25, 2021	Substantial – November 5, 2021 Final – December 5, 2021

JDM/klb
Attachment



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No SL-21-A1 Change Order No 2
Project Name Street Lighting
Date Entered 10/5/2021 For Strata Corporation

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: added sites 34, 35, 36, 37 & 38
added locations

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 (\$)
Site 34	114	F&I Innerduct 1.5" Dia	LF	0.00	0.00	0.00	220.00	220.00	2.50	550.00
	115	F&I Conductor #6 USE Cu	LF	0.00	0.00	0.00	660.00	660.00	2.00	1,320.00
	116	Directional Boring	LF	0.00	0.00	0.00	220.00	220.00	12.00	2,640.00
									Site 34 Sub Total (\$)	4,510.00
Site 35	117	Install Street Light	EA	0.00	0.00	0.00	7,512.50	7,512.50	1.00	7,512.50
									Site 35 Sub Total (\$)	7,512.50
Site 36	118	F&I Innerduct 1.5" Dia	LF	0.00	0.00	0.00	274.00	274.00	2.50	685.00
	119	F&I Conductor #6 USE Cu	LF	0.00	0.00	0.00	822.00	822.00	2.00	1,644.00
	120	Directional Boring	LF	0.00	0.00	0.00	274.00	274.00	12.00	3,288.00
									Site 36 Sub Total (\$)	5,617.00
Site 37	121	F&I Detection In-Ground Loop	EA	0.00	0.00	0.00	2.00	2.00	2,000.00	4,000.00
									Site 37 Sub Total (\$)	4,000.00
Site 38	122	F&I Innerduct 1.5" Dia	LF	0.00	0.00	0.00	165.00	165.00	2.50	412.50
	123	F&I Conductor #6 USE Cu	LF	0.00	0.00	0.00	495.00	495.00	2.00	990.00
	124	Directional Boring	LF	0.00	0.00	0.00	165.00	165.00	12.00	1,980.00
									Site 38 Sub Total (\$)	3,382.50

Summary



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Source Of Funding

Utility Funds - Street Lights - 528

Net Amount Change Order # 2 (\$)	25,022.00
Previous Change Orders (\$)	11,310.00
Original Contract Amount (\$)	262,497.50
Total Contract Amount (\$)	298,829.50

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
10/29/2021		5.00	5.00	11/05/2021	

Description

APPROVED

For Contractor

Title

Mark W. [Signature]
 Strategic Cooperative
 Electrical Manager

APPROVED DATE

Department Head

Mayor

Attest

[Signature]
 11/23/21

9

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-21-A1

Type: Final Balancing Change Order #3

Location: Citywide

Date of Hearing: 11/22/2021

<u>Routing</u>	<u>Date</u>
City Commission	11/29/2021
PWPEC File	X
Project File	Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, regarding Final Balancing Change Order #3 in the amount of \$1,443.30, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #3 in the amount of \$1,443.30, bringing the total contract amount to \$651,310.30.

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

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Final Balancing Change Order #3 in the amount of \$1,443.30, bringing the total contract amount to \$651,310.30 to Northstar Safety.

PROJECT FINANCING INFORMATION:

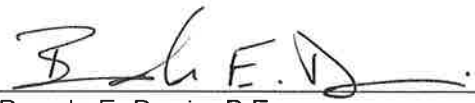
Recommended source of funding for project: Sales Tax

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

COMMITTEE

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

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Jim Mohr, Project Manager

Date: September 9, 2021

Re: Project No. TM-21-A1– Final Balancing Change Order #3
Pavement Markings

Background:

Project No. TM-21-A1 is a Citywide pavement marking project.

Northstar Safety is the Prime Contractor on this project.

The attached Final Balancing Change Order #3, in the amount of \$1,443.30, will bring the final contract amount to \$651,310.30.

Recommended Motion:

Approve Final Balancing Change Order #3 in the amount of \$1,443.30 to Northstar Safety.

Attachment

Project No	TM-21-A1	Change Order No	3
Project Name	Pavement Markings		
Date Entered	11/8/2021	For	Northstar Safety 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: 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 (\$)
Pavement Markings	1	Paint Epoxy Line 4" Wide	LF	46,000.00	7,137.00	53,137.00	-14,242.00	38,895.00	2.00	-28,484.00
	2	Paint Epoxy Line 6" Wide	LF	15,000.00	0.00	15,000.00	2,774.00	17,774.00	3.00	8,322.00
	3	Paint Epoxy Line 8" Wide	LF	4,000.00	669.00	4,669.00	-1,002.00	3,667.00	4.00	-4,008.00
	4	Paint Epoxy Line 16" Wide	LF	500.00	36.00	536.00	-58.00	478.00	15.00	-870.00
	5	Paint Epoxy Line 24" Wide	LF	2,000.00	468.00	2,468.00	10.00	2,478.00	20.00	200.00
	6	Paint Epoxy Message	SF	1,328.00	384.00	1,712.00	-458.00	1,254.00	16.00	-7,328.00
	7	F&I Grooved Plastic Film 4" Wide	LF	1,800.00	0.00	1,800.00	-356.00	1,444.00	5.70	-2,029.20
	8	F&I Grooved Plastic Film 6" Wide	LF	1,500.00	688.00	2,188.00	87.00	2,275.00	9.50	826.50
	9	F&I Grooved Plastic Film 8" Wide	LF	1,300.00	0.00	1,300.00	2,832.00	4,132.00	11.00	31,152.00
	10	F&I Grooved Plastic Film 16" Wide	LF	1,000.00	0.00	1,000.00	119.00	1,119.00	22.00	2,618.00
	11	F&I Grooved Plastic Film 24" Wide	LF	1,700.00	0.00	1,700.00	-118.00	1,582.00	35.00	-4,130.00
	13	F&I Grooved Plastic Film Message	SF	160.00	0.00	160.00	27.00	187.00	37.00	999.00
	14	Obliterate Pavement Markings	SF	25.00	0.00	25.00	-25.00	0.00	5.00	-125.00
	15	F&I Grooved Contrast Film 11" Wide	LF	2,000.00	0.00	2,000.00	-456.00	1,544.00	14.00	-6,384.00
	16	F&I Contrast Tape Messages	SF	750.00	0.00	750.00	210.00	960.00	44.00	9,240.00
	17	* 4" epoxy 60' & 8" epoxy 331'	LS	0.00	0.00	0.00	1.00	1.00	1,444.00	1,444.00
	Pavement Markings Sub Total (\$)									
* NC Items										1,443.30
Grand Total (\$)										1,443.30



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Summary

Source Of Funding	
Net Amount Change Order # 3 (\$)	1,443.30
Previous Change Orders (\$)	53,764.00
Original Contract Amount (\$)	596,103.00
Total Contract Amount (\$)	651,310.30

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
08/15/2021		0.00	0.00	08/15/2021	

Description

APPROVED

For Contractor

Title

W. J. Gil
VICE PRESIDENT

APPROVED DATE

Department Head

Mayor

Attest

F. O. E.
11/23/21



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Project No. TM-21-A1
Project Name Pavement Markings
Type Pavement Marking
Description Citywide
Pay Estimate Number 6 - FINAL
From Date 09/28/2021 **To Date** 11/08/2021

The Honorable Board of City Commissioners
Dear Commissioners,

Be advised that Northstar Safety Inc has performed the work to date shown on this statement

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Pavement Markings										
1	Paint Epoxy Line 4" Wide	53,137.00	2.00	38,895.00	77,790.00	0.00	0.00	38,895.00	77,790.00	73.20
2	Paint Epoxy Line 6" Wide	15,000.00	3.00	17,774.00	53,322.00	0.00	0.00	17,774.00	53,322.00	118.49*
3	Paint Epoxy Line 8" Wide	4,669.00	4.00	3,667.00	14,668.00	0.00	0.00	3,667.00	14,668.00	78.54
4	Paint Epoxy Line 16" Wide	536.00	15.00	478.00	7,170.00	0.00	0.00	478.00	7,170.00	89.18
5	Paint Epoxy Line 24" Wide	2,468.00	20.00	2,478.00	49,560.00	0.00	0.00	2,478.00	49,560.00	100.41
6	Paint Epoxy Message	1,712.00	16.00	1,254.00	20,064.00	0.00	0.00	1,254.00	20,064.00	73.25
7	F&I Grooved Plastic Film 4" Wide	1,800.00	5.70	1,444.00	8,230.80	0.00	0.00	1,444.00	8,230.80	80.22
8	F&I Grooved Plastic Film 6" Wide	2,188.00	9.50	2,275.00	21,612.50	0.00	0.00	2,275.00	21,612.50	103.98
9	F&I Grooved Plastic Film 8" Wide	1,300.00	11.00	4,132.00	45,452.00	0.00	0.00	4,132.00	45,452.00	317.85*
10	F&I Grooved Plastic Film 16" Wide	1,000.00	22.00	1,119.00	24,618.00	0.00	0.00	1,119.00	24,618.00	111.90*



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity		Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
					Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
11 F&I Grooved Plastic Film 24" Wide	LF	1,700.00		35.00	1,582.00	55,370.00	0.00	0.00	1,582.00	55,370.00	93.06
12 F&I Grooved Contrast Film 7" Wide	LF	18,294.00		11.00	18,294.00	201,234.00	0.00	0.00	18,294.00	201,234.00	100.00
13 F&I Grooved Plastic Film Message	SF	160.00		37.00	187.00	6,919.00	0.00	0.00	187.00	6,919.00	116.88*
14 Obliterate Pavement Markings	SF	25.00		5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15 F&I Grooved Contrast Film 11" Wide	LF	2,000.00		14.00	1,544.00	21,616.00	0.00	0.00	1,544.00	21,616.00	77.20
16 F&I Contrast Tape Messages	SF	750.00		44.00	960.00	42,240.00	0.00	0.00	960.00	42,240.00	128.00*
17 4" epoxy 60' & 8" epoxy 331'	LS	1.00		1,444.00	0.00	0.00	1.00	1,444.00	1.00	1,444.00	100.00
Pavement Markings Sub Total					649,866.30			1,444.00		651,310.30	
Summary											
1. Original Contract Amount											\$ 596,103.00
2. Net Change by Change Order											\$ 53,764.00
3. Contract Amount To Date											\$ 649,867.00
4. Total Work Completed to Date											\$ 651,310.30
5. Retainage @ 0.00 % to Date											\$ 29,805.12
6. Previous Retainage											\$ 29,805.12
7. Retainage This Period											\$ 0.00
8. Liquidated Damages											\$ 0.00
0.00 Days to Date											\$ 0.00
0.00 Days to Previous											\$ 0.00
0.00 Days This Period											\$ 0.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

9. Material on Hand (Payment)	\$ 0.00
10. Material on Hand (Recovery)	\$ 0.00
11. Adjustments	\$ 0.00
12. Total Due to Date	\$ 645,660.82
13. Previous Payments	\$ 644,216.82
14. Payment Due This Estimate	\$ 1,444.00
15. Amount allowed Pay Estimate # 6 - FINAL	\$ 1,444.00

WorkFlow History							
Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	11/08/2021	jmohr	StageInitialized			
Draft	Administrator, Division Head, Project Manager	11/08/2021	jmohr	Complete			
Completed	Administrator, Department Head, Division Head	11/08/2021	jmohr	StageInitialized			

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

Requesting: Consulting Engineering Services

Project #: NR-23-A0

Location: 38th Street S & Legal Drain 27

Date of Hearing: 11/22/2021

Requested Services: Engineering Services for Storm Sewer Lift Stations #47 & #48 Reconstruction

Routing

City Commission

Date

11/29/2021

Proposals were received from the following Consultants for this project:

Consultant File

Project File

X

Apex Engineering Group

Petitioners

Houston Engineering

Selection Committee

KLJ

Moore Engineering

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

<u>Selection Criteria</u>	<u>Points</u>
Understanding of Project Objectives	10
Past Performance on Other Local Projects	25
Expertise with Similar Projects	25
Expertise of the Technical and Professional Staff assigned to the Project	30
Cost Proposal	10
	100

RECOMMENDED MOTION

Concur with Consultant Selection and recommend contract award for consulting services to Houston Engineering, with project costs to be reimbursed by the Metro Flood Diversion Authority.

PROJECT FINANCING INFORMATION:

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Houston Engineering as the preferred consultant for the project, with the contract in the amount of \$490,000.

COMMITTEE

Brenda Derrig, City Engineer
 Tom Knakmuhs, Assistant City Engineer
 Nathan Boerboom, Division Engineer
 Jody Bertrand, Division Engineer
 Rob Hasey, Storm Sewer Utility Engineer

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


 Brenda E. Derrig, P.E.
 City Engineer

Attachment

C: Kristi Olson

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on this ___ day of _____, 2021 between the CITY OF FARGO, North Dakota, ("City") and Houston Engineering, Inc. ("Consultant") for services to be provided to City in furtherance of its development of Project #NR-23-A0.

1. **Scope of Work.** Consultant shall perform in a competent and professional manner the Scope of Work included in the Request for Proposals for Services located in the Engineering Department, City of Fargo, for Project #NR-23-A0 and in Exhibit A attached hereto, both of which are incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. The parties anticipate that all work pursuant to this Agreement shall follow the timeframe laid out with the Request for Proposals. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a contract amendment setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Consultant for all work performed. Except as otherwise mutually agreed to by the parties, the payment made to the Consultant shall not exceed \$490,000.00. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.
8. **Ownership of Documents.** Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or developed in the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against (except in the case of professional liability claims), any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. City agrees to indemnify and hold harmless Consultant, its officers, employees, insurers, from and against all liability, claims and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the City. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of City and Consultant, they shall be borne by each party in proportion to its negligence.
11. **Professional Liability Insurance.** Consultant shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.

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

Coverage A:	Statutory		
Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee

13. **General Liability Insurance.** Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 10 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
\$2,000,000	Aggregate

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

\$2,000,000	Per occurrence
-------------	----------------

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

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

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

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

19. **Statute of Limitations.** Causes of action arising out of Consultant's services shall be governed by the applicable statute of limitations.
20. **Dispute Resolution.** Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.
22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.
23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

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

Consultant:
Jerry Bents
Houston Engineering, Inc.
1401 21st Avenue North
Fargo, North Dakota 58102

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

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

By: _____

Title: _____

Date: _____

Consultant:

WITNESSED BY:

Houston Engineering, Inc.



By: Jerry Burt

Title: Vice President

Date: 11/23/2021

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

Type: Reimbursement Request

Location: 6158 31st Street South

Date of Hearing: 11/22/2021

<u>Routing</u>	<u>Date</u>
City Commission	11/29/2021
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding a request from Designer Homes for reimbursement for repair of an over excavated area from a previous borrow site used during the 2009/2010 flood event.

The property located at 6158 31st Street South was previously identified as a property that will need granular backfill to meet foundation requirements for original ground placement. Due to the extent of this excavation area, cost for payment was calculated on a time and materials billing format. Designer Homes received hourly rates to over-excavate and remove the disturbed backfill materials and fill the resulting excavation with granular fill. Staff inspected on site to confirm the quantities. The cost for performed work is \$37,756.44.

Following past practices and approvals, Staff is recommending approval of payment to Designer Homes in the amount of \$37,756.44 for the correction of the foundation area of a new home located at 6158 31st Street South.

On a motion by Steve Sprague, seconded by Mark Williams, the Committee voted to recommend approval of reimbursement to Designer Homes in the amount of \$37,756.44 for repair and backfill of the old borrow site located at 6158 31st Street South.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the reimbursement to Designer Homes in the amount of \$37,756.44 for repair and backfill of the old borrow site located at 6158 31st Street South.

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>
N/A	
N/A	
N/A	

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>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jody Bertrand, PE, CFM, Division Engineer
Date: November 22, 2021
Re: 6158 31st Street South – 2009/10 Flood Fight Borrow Site/ Dig-n-Dump

Background:

In early August, Designer Homes contacted the Engineering Department to inform staff that a new home was to be constructed over a previously excavated area that was used as a source of flood protection levee materials during the 2009/10 flood events. The property is located at 3158 31st Street South and has previously been identified as a property that will need granular backfill to meet foundation requirements for original ground placement. Braun Intertec has been hired by the Owner to identify the proper removal area and granular foundation backfilling requirements. The last time we dealt with this type of request was at 5914/5920/5932 31st Street South in 2019. At that time, reimbursement was related to construction of a foundation for a 3-plex townhome and the cost reimbursed by the City was \$18,900.00.

Due to the extent of this excavation area, the cost for payment was calculated on a time and materials billing format. Designer Homes received hourly rates to over-excavate and remove the disturbed backfill materials and fill the resulting excavation with granular fill. The cost for the performed work is \$37,756.44 (Attached invoices from Bottom Line Excavating LLC, Richards Excavating and Braun Intertec). Due to the depth of the previous levee material excavation, it was necessary that some material needed to be hauled from the site due to the large quantities. These costs are also included in the attached invoices.

Following past practices and approvals, Staff's recommendation is to make payment to Designer Homes for work completed by Bottom Line Excavating and Braun Intertec Inc. in the combined amount of \$37,756.44.

Recommended Motion:

Approve payment of \$37,756.44 to Designer Homes for correction of the foundation area of a new home located at 6158 31st Street South due to past flood fighting levee construction excavation.

JRB/klb
Attachments

C: Brenda Derrig, City Engineer
Nathan Boerboom, FM Diversion Division Engineer

Loren Richards, Inc./Richards Excavating
PO Box 1943
Fargo, ND 58107

Invoice

Date: 8/24/2021
 Invoice #: 6005

Bill To

Bottom Line Excavating
 301 7th St NW
 West Fargo, ND 58078

Project

Sand Delivery
 North Dakota



PO Number	Terms	Job #
	Net 30	BLE 700

Quantity	Description	Rate	Amount
14.96	Tons of Sand Delivered to 6158 31st St S Fargo 8/4/21 (1 Loads)	8.30	124.17T
48.06	Tons of Sand Delivered to 6158 31st St S Fargo 8/6/21 (2 Loads)	8.30	398.90T
114.34	Tons of Sand Delivered to 6158 31st St S Fargo 8/9/21 (5 Loads)	8.30	949.02T
235.02	Tons of Sand Delivered to 6158 31st St S Fargo 8/10/21 (10 Loads)	8.30	1,950.67T
558.86	Tons of Sand Delivered to 6158 31st St S Fargo 8/11/21 (26 Loads)	8.30	4,638.54T
467.18	Tons of Sand Delivered to 6158 31st St S Fargo 8/12/21 (21 Loads)	8.30	3,877.59T
138.9	Tons of Sand Delivered to 6158 31st St S Fargo 8/16/21 (7 Loads)	8.30	1,152.87T
52.6	Tons of Sand Delivered to 6158 31st St S Fargo 8/17/21 (3 Loads)	8.30	436.58T

Please feel free to contact us at (701) 492-9504 with any questions.

Sales Tax (7.5%) \$1,014.63

Total \$14,542.97

Payments/Credits \$0.00

Balance Due \$14,542.97

BottomLine Excavating
 301 7th St NW, #1A
 West Fargo, ND 58078
 bottomlineex@hotmail.com

BILL TO
 Designer Homes

INVOICE 2159

DATE 08/25/2021 **TERMS** Due on receipt

DUE DATE 08/25/2021

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	6158 31st ST S Fargo			
Equipment	Excavator hours to dig out poor soil under foundation. These are the hours after subtracting 10 hours for normal basement excavation.	26	150.00	3,900.00
Hauling	Quad axle dump truck to haul out fill.	13.60	110.00	1,496.00
Hauling	Triple axle dump truck to haul out fill.	19.75	100.00	1,975.00
Equipment	Excavator to place fill sand for soil correction.	36	150.00	5,400.00
Equipment	Skid steer and packer to place and compact fill sand for soil correction.	37.25	125.00	4,656.25
Sand	Fill sand for soil correction. 1629.92 Tons			14,542.97

TOTAL DUE \$31,970.22

BottomLine Excavating
 301 7th St NW, #1A
 West Fargo, ND 58078
 bottomlineex@hotmail.com

no po

BILL TO
 Designer Homes

INVOICE 2207

DATE 10/24/2021 TERMS Due on receipt

DUE DATE 10/24/2021

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	6158 31st ST S <i>700</i> Extra hours and sand to backfill foundation from over dig due to poor soils.			
Equipment	Extra dozer hours above normal backfill hours.	5	150.00	750.00
Equipment	Extra skid steer hours above normal backfill hours.	5	125.00	625.00
Equipment	Mini excavator with packer to pack large over dig in front of house.	6	125.00	750.00
Hauling	Haul clay back in.	4	100.00	400.00
Sand	Extra sand over 150 tons for normal backfill.	204	8.93	1,821.72

INVOICE 6046 354.6 - 150 → 204.6

TOTAL DUE \$4,346.72

Loren Richards, Inc./Richards Excavating
PO Box 1943
Fargo, ND 58107

Invoice

no po

Date
 10/18/2021

Invoice #
 6045

Bill To

Bottom Line Excavating
 301 7th St NW
 West Fargo, ND 58078

Project

Sand Delivery
 North Dakota



		PO Number	Terms	Job #
			Net 30	BLE700
Quantity	Description		Rate	Amount
354.6	Tons of Sand Delivered TO 6158 31st ST S Fargo 10-12-21 (15 Loads)		8.30	2,943.18T

Please feel free to contact us at (701) 492-9504 with any questions.

Sales Tax (7.5%) \$220.74

Total \$3,163.92

Thank you for your business!

Payments/Credits \$0.00

Balance Due \$3,163.92

INVOICE



PLEASE REMIT TO	
Braun Intertec Corporation	
Lockbox #446035 PO BOX 64384	
Saint Paul, MN 55164-0384	
Telephone	(952) 995-2000
Fax	(952) 995-2020
Tax I.D.	41-1684205

Brian Kutter
Designer Homes
4342 15th Ave S #105
Fargo, ND 58103

Date 8/27/2021
Invoice number B264352
Project ID B2107444
Customer account 11008
Customer PO

6158 31st Street South
 Construction Materials Testing Services
 6158 31st Street South
 Fargo, ND

For Professional Services rendered through 8/20/2021

1 - Construction and Materials Testing		
1.1 - Soil Testing	\$982.50	
1.2 - Project Management	<u>\$457.00</u>	
		<u>\$1,439.50</u>
	Total Fees	<u><u>\$1,439.50</u></u>
Amount Previously Invoiced:	\$0.00	
Amount Invoiced to Date:	\$1,439.50	

Please pay from this invoice.
Terms: Due on receipt, 1 1/2% per month after 30 days, 18% annual percentage rate, unless otherwise specified by written agreement.

	Qty/Hours	Rate	Amount
1 - Construction and Materials Testing			
1.1 - Soil Testing			
Consulting Services Detail			
Excavation Observations	2.50	110.00	275.00
Compaction Testing - Nuclear	5.75	90.00	517.50
Non-Salary Detail			
Moisture Density Relationship (Standard), per sample	1.00	190.00	190.00
Total 1.1 - Soil Testing			\$982.50
1.2 - Project Management			
Consulting Services Detail			
Senior Engineer	1.00	187.00	187.00
Project Manager	1.25	162.00	202.50
Project Assistant	0.75	90.00	67.50
Total 1.2 - Project Management			\$457.00
Total 1 - Construction and Materials Testing			\$1,439.50
Total Project			\$1,439.50

November 16, 2021

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

Re: Permanent (Levee) Easement
Flood Mitigation Project #FM-19-C

Dear Commissioners:

Accompanying for City Commission review and approval is a permanent levee easement from the Park District of the City of Fargo in association with Flood Mitigation Project #FM-19-C.

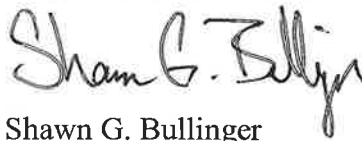
194 North Woodcrest Drive N

RECOMMENDED MOTION:

Approve permanent levee easement from the Park District of the City of Fargo and instruct the Mayor to sign the permanent levee easement on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy Morris
Nathan Boerboom

PERMANENT EASEMENT
(Levee and Retaining Wall for Flood Control)

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

That part of Block 23, Woodcrest Park Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of Lot 25, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota; thence South 05°06’52” West, along the westerly line of said Block 23, for a distance of 306.19 feet; thence South 68°25’58” East, along the southerly line of said Block 23, for a distance of 146.83 feet; thence North 11°56’41” West for a distance of 174.39 feet; thence North 21°13’44” West for a distance of 202.04 feet to the true point of beginning.

Said tract contains 24,400 square feet, more or less.

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

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

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

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 12 day of NOVEMBER, 2021.

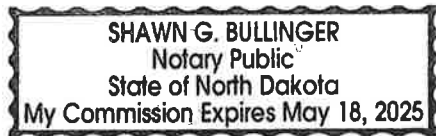
GRANTOR:
Park District of the City of Fargo

By: *Dave Leker*

Its: *Executive Director*

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

On this 12 day of Nov., 2020, before me, a notary public in and for said county and state, personally appeared DAVE LEKER, to me known to be the EXECUTIVE DIRECTOR of Park District of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



(SEAL)

Shawn G. Bullinger
Notary Public
CASS County, NORTH DAKOTA

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2021.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

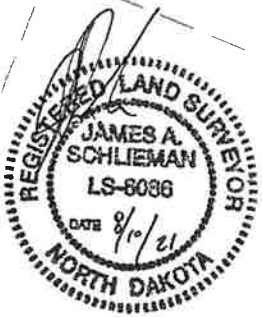
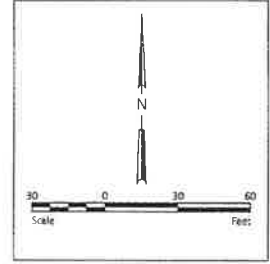
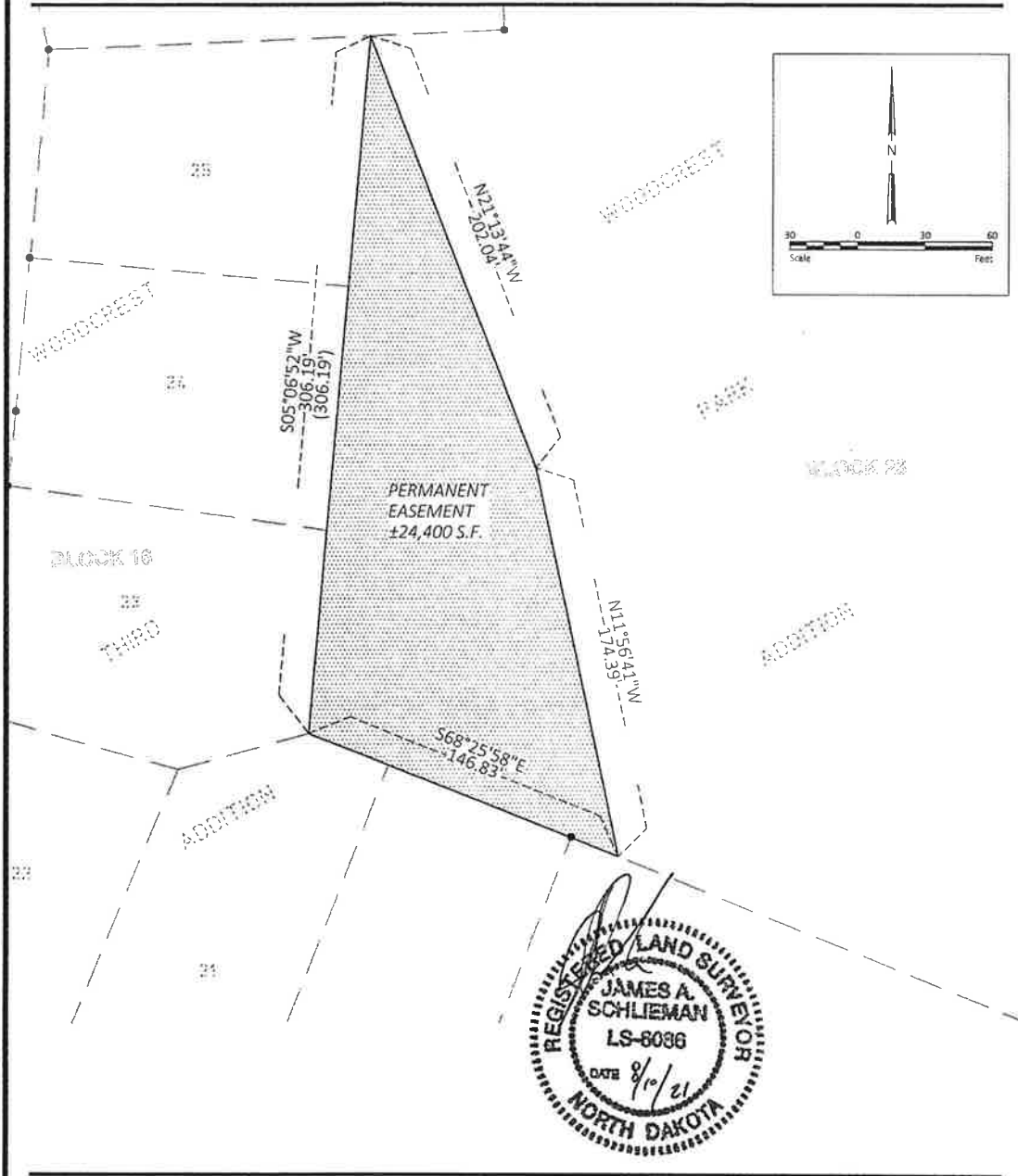
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

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

This document was prepared by:
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

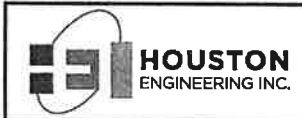
PART OF BLOCK 23
WOODCREST PARK ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



H:\JBA\6000\6059\6059_0165\CAD\Easements\Park Addition Easement Exhibit.dwg Sheet 1-8/10/2021 3:10 PM: (tkare)

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2
--------------------------	---	-----------------

PART OF BLOCK 23
 WOODCREST PARK ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Block 23, Woodcrest Park Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of Lot 25, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota; thence South 05°06'52" West, along the westerly line of said Block 23, for a distance of 306.19 feet; thence South 68°25'58" East, along the southerly line of said Block 23, for a distance of 146.83 feet; thence North 11°56'41" West for a distance of 174.39 feet; thence North 21°13'44" West for a distance of 202.04 feet to the true point of beginning.

Said tract contains 24,400 square feet, more or less.

H:\JBM\6000\6059\6059_0165\CAD\Easements\Park Addition Easement Exhibit.dwg Sheet 2-8/10/2021 3:10 PM (tkarel)



EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2
--------------------------	---	-----------------

13

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS
FROM: KENT COSTIN, DIRECTOR OF FINANCE *KC*
RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL
DATE: November 19, 2021

The existing legislation in place for State Water Commission funding related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project requires that the Fargo City Commission, Cass County Commission, and the Cass Water Resource Board approve all payment reimbursement requests prior to their submission and ultimate payment.

The attached reimbursement request has been prepared by Finance staff and is ready for processing. Your approval of the request for funds is hereby requested as required.

Suggested Motion:

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling \$5,734,800.64

November 19, 2021

Andrea J. Travnicek, PHD.
 North Dakota State Water Commission
 900 East Boulevard Avenue, Dept 770
 Bismarck, ND 58505-0850

Dear Andrea,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #119 pursuant to the terms and conditions of House Bill 1020 for costs incurred from October 1, 2021 - October 31, 2021 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is \$5,734,800.64.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$ 364,600,000.00	\$ 317,207,453.88	\$ 11,469,601.27	60%	\$ 5,734,800.64	\$ 31,667,745.49

Project Narrative, this request:

Project Number	Project Description
V03804	Pay Application 3 for WP50E – Property Structure Mitigation
V05405	Pay applications #2-3 (general) & #3 (electrical) for Red River pump station improvement project. Also includes building permits and equipment.
V05407	Pay Applications 1-4 (general) & 2 (electrical) for Riverwood Flood Risk Management Project. Also includes an easement purchase, utility relocation costs, and recording fees.
V05408	Pay Applications 1, 2, 3, 4 & 5 for Royal Oaks & River Drive Flood Risk Management Project. Also includes residential relocation assistance and televised sewer inspections.
V05410	Pay Applications 1, 2 & 3 for Elm Circle Flood Risk Management Project. Also includes televised sewer inspections.
V05411	Pay Applications 2, 3 & 4 for Oak Grove Flood Management Risk Project
V05419	Pay application 13 for Storm Lift #24 rehab
V05422	Pay Applications 8 & 9 – North Side Flood Risk Management Levee. Also includes utility relocation costs.
V06002	Pay Application 8 for WP43G OHB Wetland Mitigation
V06003	Retainage for WP50D1 Property Structure Mitigation
V06801	Permit Fees - Pleasant Township – Red River control structure
V09201	Permit Fees – Stanley Township – Drain 27

Engineering, Legal, and Admin Expense Summary, this request:

Expense Type	Amount
Engineering Services	1,437,644.48
Construction Management	1,096,148.19
Legal Services	445,376.09
Financial Advisor	63,653.20
Appraisal Services	200,022.39
Consulting Services	34,125.00
Property Holding Costs	911.20
Quality Testing	326.75
Trustee Fees	16,000.00
Total Eligible Expense	3,294,207.30

We certify that \$101,279,533 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of SB 2020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

The City of Fargo, Cass County Commission, and the Cass County Joint Water Resource Board have approved our request for funds as required in SB 2020. Copies of their approval letters are included.

If you have any questions relating to our request, please contact me directly.

Sincerely,



Kent Costin
Director of Finance, City of Fargo
Metro Flood Diversion Authority

Required Local Approvals:

City of Fargo

Cass County Commission

Cass County Joint Water Resource Dist.

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
October 2021

Account Number	Check Date	Check Number	Vendor Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-0000-206.10-00	10/17/2021	314571	INDUSTRIAL BUILDERS INC		2,000.00	Retainage PO 215168	V06003	WP50D.1-STRUCTURE REMOVALS
790-0000-206.10-00	10/28/2021	315160	SCHMIDT AND SONS CONSTRUCTION INC		2,832.40	Retainage PO 216358	V03804	WP50E-STRUCTURE REMOVALS
				Total Retainage	4,832.40			
790-7915-429.33-05	10/14/2021	314683	BEAVER CREEK ARCHAEOLOGY		728.28	CULTURAL INVESTIGATIONS	V02601	CULTURAL INVESTIGATION
790-7915-429.33-05	10/7/2021	314606	OXBOW, CITY OF		682.50	MOORE ENGINEERING, INC	V02416	OXBOW MOU-MISC INFRA ENG
790-7915-429.33-05	10/21/2021	314925	HOUSTON-MOORE GROUP LLC		28,035.00	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	10/21/2021	314925	HOUSTON-MOORE GROUP LLC		11,183.75	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
790-7915-429.33-05	10/21/2021	314925	HOUSTON-MOORE GROUP LLC		44,268.00	GRADE RAISE DESIGN	V01620	SEA-H29 GRADE RAISE DSGN
790-7915-429.33-05	10/21/2021	314925	HOUSTON-MOORE GROUP LLC		19,690.88	TASK ORDER 22	V01622	MITIGATION SUPPORT SVCS
790-7915-429.33-05	10/21/2021	314925	HOUSTON-MOORE GROUP LLC		53,535.64	WORK-IN-KIND	V01626	WORK-IN-KIND (WIK)
790-7915-429.33-05	10/21/2021	314669	ACCOM TECHNICAL SERVICES, INC		10,188.00	PERMIT COMP MONITORING	V01631	PERMIT COMPLIANCE MONITOR
790-7915-429.33-05	10/14/2021	314925	HOUSTON-MOORE GROUP LLC		20,723.00	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
790-7915-429.33-05	10/14/2021	314666	ADVANCED ENGINEERING INC		50,330.87	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
790-7915-429.33-05	10/21/2021	314865	ADVANCED ENGINEERING INC		222,203.53	FM DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
790-7915-429.33-05	10/21/2021	314925	HOUSTON-MOORE GROUP LLC		279,740.01	DIVERSION ENG SERVICES	V00302	PROGRAM MGMT SERVICES
790-7915-429.33-05	10/21/2021	314925	HOUSTON-MOORE GROUP LLC		30,623.49	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SVCS
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		9,291.74	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		304.50	HOUSTON ENGINEERING INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		18,638.74	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		49,093.98	MOORE ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		15,763.34	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		34,766.48	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		4,278.00	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		39,047.78	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		17,944.03	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		50,732.56	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		51,752.00	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		9,501.12	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-RIVERWOOD ADDTN
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		32,035.36	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		4,684.05	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-ROYAL OAKS AREA
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		18,107.37	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-WOODCREST DRIVE
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		14,405.78	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-WOODCREST DRIVE
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		34,061.81	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-ELM CIRCLE AREA
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		81,679.70	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-ELM CIRCLE AREA
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		87,598.57	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		8,008.75	HOUSTON ENGINEERING INC	V05426	FLOOD MIT-OAK GROVE AREA
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		9,204.15	HOUSTON ENGINEERING INC	V05426	RR EROSION-UNIV & 52ND AV
790-7915-429.33-05	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		34,053.56	GRADE RAISE SERVICES	V01632	CONST SVCS-H29 ROAD RAISE
790-7915-429.33-05	10/21/2021	314925	HOUSTON-MOORE GROUP LLC		200.00	REIMB LAWRY INVOICE	V06801	PLEASANT TOWNSHIP MOU
790-7915-429.33-05	10/21/2021	314971	PLEASANT TOWNSHIP (PERMITS)		500.00	REIMB LAWRY INVOICE	V06801	PLEASANT TOWNSHIP MOU
790-7915-429.33-05	10/14/2021	314754	HOUSTON-MOORE GROUP LLC		28,784.01	SERVICES DURING CONST	V01623	CONSTRUCT/BID SVCS WP43
790-7915-429.33-05	10/21/2021	314925	HOUSTON-MOORE GROUP LLC		10,572.15	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
				Total Engineering	1,437,644.48		V01621	P3 RFP PROCUREMENT SUPPRT
790-7940-429.33-06	10/21/2021	314882	BRAUN INTERTEC CORP		326.75	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
				Total Quality Testing	326.75			
790-7910-429.33-25	11/15/2021	887	P CARD BMO		88,628.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7910-429.33-25	10/7/2021	314622	STANLEY TOWNSHIP		20,000.00	ATTORNEY FEES	V09201	STANLEY TOWNSHIP MOU
790-7910-429.33-25	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		1,725.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7910-429.33-25	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		230.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7910-429.33-25	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		1,375.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7910-429.33-25	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		1,609.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7910-429.33-25	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		2,375.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7910-429.33-25	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		1,462.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7910-429.33-25	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		2,461.64	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7910-429.33-25	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE		4,000.00	RM HOEFS & ASSOCIATES INC	V05401	FLOOD ACQUISITIONS
790-7910-429.33-25	10/14/2021	314781	MAPLE RIVER WATER RESOURCE DISTRICT		420.00	OHNSTAD TWICHELL INVOICE	V08901	DEMOLITION/LEVEE-HARWOOD MAPLE RIVER-DRAIN EXPENSE

FM Metropolitan Area Flood Risk Management Project
 Summary of Cash Disbursements Eligible for SWC Funding
 October 2021

Account Number	Check Date	Check Number	Vendor Number	Vendor Name	Transaction Amount	Expenses Description	Project Number	Project Description
790-7990-429.33-25	11/5/2021	887	P CARD BMO	OHNSTAD TWICHELL PC	82,656.60		V00102	General & Admin, WIK
790-7990-429.33-25	10/28/2021	315044	ASHURST LLP	LEGAL COUNSEL	58,635.90		V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	10/28/2021	315044	ASHURST LLP	LEGAL COUNSEL	123,563.05		V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	10/28/2021	315044	ASHURST LLP	LEGAL COUNSEL	56,234.40		V03001	P3 LEGAL COUNSEL-ASHURST
				Total Legal Services	445,376.09			
790-7990-429.33-32	10/28/2021	315061	CROWN APPRAISALS INC	FLOWAGE EASEMENT VALUATIO	100,000.00		V05102	FLOWAGE EASEMENT-PHASE 2
790-7990-429.33-32	10/28/2021	315061	CROWN APPRAISALS INC	FLOWAGE EASEMENT VALUATIO	100,000.00		V05102	FLOWAGE EASEMENT-PHASE 2
790-7990-429.33-32	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	SRF CONSULTING GROUP, INC	22.39		V05408	FLOOD MIT-ROYAL OAKS AREA
				Total Appraisal Services	200,022.39			
790-7990-429.33-47	10/14/2021	314820	PROGRAM ADVISOR SERVICES, LLC	PROGRAM CONSULTING SERVIC	34,125.00		V05801	CONSULTING SERVICES
				Total Consulting Services	34,125.00			
790-7920-429.33-79	10/7/2021	314606	OXBOW, CITY OF	MOORE ENGINEERING, INC.	799.60		V02421	OXBOW MOU-MOORE PROJ MGMT
790-7920-429.33-79	10/14/2021	314706	CH2M HILL ENGINEERS INC	PROGRAM MGMT & SERVICES	470,457.37		V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	10/14/2021	314706	CH2M HILL ENGINEERS INC	SUPPORT SERVICES	603,032.80		V00212	P3 PROCUREMENT SUPPORT
790-7930-429.33-79	10/14/2021	314706	CH2M HILL ENGINEERS INC	PROPERTY ACQUISITION MGMT	21,858.42		V00210	CH2M HILL-LAND ACQUISITION
				Total Construction Management Services	1,096,148.19			
790-7990-429.34-55	10/7/2021	314547	ERNST & YOUNG INFRASTRUCTURE	FINANCIAL ADVISORY SERV	36,829.50		V03301	PPP FINANCL ADVISORY SVCS
790-7990-429.34-55	10/7/2021	314547	ERNST & YOUNG INFRASTRUCTURE	FINANCIAL ADVISORY SERVIC	26,823.70		V03301	PPP FINANCL ADVISORY SVCS
				Total Financial Advisor	63,653.20			
790-7990-429.34-57	10/26/2021	25752	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	16,000.00		V08502	MONTHLY TRUSTEE FEE
				Total Trustee Fees	16,000.00			
790-7950-429.62-50	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	30.60		V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	30.60		V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	30.60		V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	137.37		V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	124.57		V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	170.62		V05418	FLOOD ACQUISITIONS
790-7950-429.38-99	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	45.55		V05407	FLOOD ACQUISITIONS
790-7950-429.38-99	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	48.77		V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	180.55		V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	36.72		V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	40.22		V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	35.03		V05410	FLOOD MIT-ELM CIRCLE AREA
				Total Property Holding Costs	911.20			
790-7950-429.38-99	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	1,506.82		V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	114.00		V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	64,620.78		V06801	FLOOD MIT-RIVERWOOD ADDTN PLEASANT TOWNSHIP MOU
790-7950-429.38-99	10/28/2021	315148	PLEASANT TOWNSHIP (PERMITS)	PERMIT #2021-3	10,000.00		V09201	STANLEY TOWNSHIP MOU
790-7950-429.38-99	10/28/2021	315166	STANLEY TOWNSHIP	DRAIN 27 PERMIT FEES	24,250.00			
				Total Other Services	100,491.60			
790-7950-429.34-76	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	94.20		V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.34-76	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	568.88		V05410	FLOOD MIT-ELM CIRCLE AREA
				Total Televised Sewer Inspections	663.08			
790-7950-429.68-10	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	CITY OF FARGO-AUDITORS OFFICE	1,285.14		V05405	LEVEE/FLOODWALL - BELMONT
				Total Miscellaneous	1,285.14			

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding

October 2021

Account Number	Check Date	Check Number	Vendor Number	Transaction Amount	Expense Description	Project Number	Project Description
790-7950-429,71-31	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	10,000.00	JORDAHL, RICHARD	V05407	FLOOD MIT-RIVERWOOD ADDTN
			Total Esasements	10,000.00			
790-7950-429,67-11	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	3,731.00	MONTPLAISIR, SUSAN	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429,67-11	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	3,516.87	SWALSTAD, DENAE	V05408	FLOOD MIT-ROYAL OAKS AREA
			Total Relocation	7,247.87			
790-7950-429,73-20	10/28/2021		SCHMIDT AND SONS CONSTRUCTION INC	39,003.00	PROPERTY STRUCTURE MITIGA	V03804	WP50E-STRUCTURE REMOVALS
			Total Site Improvements	39,003.00			
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	625,731.75	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	892,468.00	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	199,041.91	SELLIN BROS INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	252,544.20	SELLIN BROS INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	441,471.41	SELLIN BROS INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	605,154.04	SELLIN BROS INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	10,224.85	RICK ELECTRIC INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	53,674.43	MASTER CONSTRUCTION CO IN	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	249,020.87	MASTER CONSTRUCTION CO IN	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	38,783.75	MASTER CONSTRUCTION CO IN	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	73,529.65	MASTER CONSTRUCTION CO IN	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	246,122.67	KEY CONTRACTING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	280,663.25	KEY CONTRACTING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	1,387,176.96	MEYER CONTRACTING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	848,140.55	MEYER CONTRACTING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429,73-52	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	927,350.46	MEYER CONTRACTING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7952-429,73-52	10/14/2021		INDUSTRIAL BUILDERS INC	430,014.00	OHB WETLAND MITIGATION	V06002	WP43G-OHB WETLAND MITIGTN
			Total Flood Control	7,806,612.66			
790-7950-429,73-58	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	4,668.30	City of Fargo	V05419	STORM LIFT STATION #24
			Total Storm Sewer Systems	4,668.30			
790-7950-429,73-62	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	196,044.10	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
			Total Water Infrastructure	196,044.10			
790-7950-429,74-10	11/4/2021	ES10210016	CITY OF FARGO-AUDITORS OFFICE	4,545.82	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
			Total Machinery & Equipment	4,545.82			
				11,469,601.27			

(14)

**CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH OCTOBER 2021
(UNAUDITED)**

	2021 BUDGET	2021 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 34,589,771	\$ 34,963,113	\$ 373,342
Licenses & Permits	5,283,174	4,969,042	(314,132)
Fines & Traffic Tickets	1,342,060	1,280,475	(61,585)
Intergovernmental Revenue	15,421,712	14,273,283	(1,148,429)
Charges for Services	12,491,312	11,110,917	(1,380,395)
Interest	1,795,990	2,057,208	261,218
Miscellaneous Revenue	2,789,570	1,140,833	(1,648,737)
Transfers In	13,992,452	14,623,188	630,736
Total Revenues	\$ 87,706,041	\$ 84,418,059	\$ (3,287,982)
EXPENDITURES:			
City Administrator	\$ 6,697,565	\$ 6,560,658	\$ 136,907
Finance	6,834,161	5,862,257	971,904
Planning & Development	3,903,718	3,632,560	271,158
Public Works	14,089,627	12,903,004	1,186,623
Fire Department	12,483,268	12,188,394	294,874
Police	19,418,146	18,859,926	558,220
Health	10,235,154	10,207,485	27,669
Library	3,982,438	3,905,326	77,112
Commission	691,376	565,128	126,248
Civic Center		(57)	57
Social Services	1,177,964	318,516	859,448
Capital Outlay	3,066,822	2,405,649	661,173
Vehicle Replacement/IT	22,905	98,107	(75,202)
Contingency	(1,345,231)	199,817	(1,545,048)
Transfers Out	6,537,327	6,555,657	(18,330)
Total Expenditures	\$ 87,795,240	\$ 84,262,427	\$ 3,532,813
Excess of Revenue Over (Under) Expenditures	\$ (89,199)	\$ 155,632	\$ 244,831

(15)

MEMORANDUM

TO: FARGO CITY COMMISSION
FROM: FIRE CHIEF STEVE DIRKSEN
DATE: 11/22/2021
SUBJECT: FIRE DEPARTMENT RFP PURCHASE (GRANT FUNDED)

The Fargo Fire Department was awarded a grant from the North Dakota Department of Emergency Services (DES). The grant allocates \$62,500 to purchase a new hazardous materials monitor utilizing Raman spectroscopy. The Fargo Fire Department regional hazardous materials team (Fargo Fire Department) intends to purchase a Raman spectroscopy monitor using grant funds, not to exceed the grant budget of \$62,500.

Facts:

- The Request for Proposal (RFP21194) was advertised on November 3, 2021.
- We received proposals from five vendors.
- The bid from FarrWest, Inc. was determined to be the best value.
- The proposed monitor from FarrWest, Inc. meets all the requirements and specifications of the RFP.
- Attached is the bid tabulation.

RECOMMENDATION: For RFP21194, accept the bid of FarrWest, Inc. for the purchase of one Hazardous Materials Monitor including Raman Spectroscopy and accessories, not to exceed the grant budget of \$62,500.

Raman Detection Device	Vendors				Notes
	Agilent	Metrohm	FarrWest	Gen-el Safety	
Vendor	Resolve	BW TactidID 1064	Rigaku CQL 1064	Rigaku CQL 1064	Rigaku Analytical Rigaku CQL 1064
Make & Model of Device					
Specification Section					
Meet Specifications Yes/No					
1. New device	Yes	Yes	Yes	Yes	Yes
2. Handheld	Yes	Yes	Yes	Yes	Yes
3. IP 68 & MIL-STD 810G	No	Yes +	Yes	Yes	Yes
4. Quick start-up	Yes	Yes	Yes	Yes	Yes
5. Rechargeable batteries	Yes	Yes	Yes	Yes	Yes
6. Touch screen display	No	Yes	Yes	Yes	Yes
7. Technical reachback 24/7	Yes w/contract	Yes w/contract	Yes	Yes	Yes
8. Used in extreme temps	Yes	Yes	Yes	Yes	Yes
9. Free updates for life	No	No	Yes	Yes	Yes
10. Easily calibrated	Yes	??	Yes	Yes	Yes
11. 1064 nanometer laser	No	Yes	Yes	Yes	Yes
12. Operator adjustable laser	Yes	Yes	Yes	Yes	Yes
13. Identify liquids & solids	Yes	Yes	Yes	Yes	Yes
14. Easily decontaminated	Yes	Yes	Yes	Yes	Yes
15. Library >12,000 compounds	No	No Bid	Yes	Yes	Yes
16. Integrate w/colorimetrics	No	Yes	Yes	Yes	Yes
17. Integrated digital camera	Yes	Yes	Yes	Yes	Yes
18. Data - wireless preferred	Yes	Yes	Yes	Yes	Yes
19. Min. 24-month warranty	No - 1 year	Yes - 2 years	Yes - 2 years	Yes - 2 years	Yes - 2 years
20. 3 days onsite training	Yes (included??)	Yes as bid	Yes as bid	Yes as bid	Yes as bid
Base Unit	\$65,800.00	\$30,896.25	\$43,240.00	\$46,150.00	\$46,000.00
Library	Included	\$5,771.25	Included	Included	Included
Additional Training Expense	Included	\$7,312.50	\$3,600.00	\$8,400.00	\$5,600.00
Extend warranty to 3 years	\$7,992.00	\$2,862.75	Included	\$4,200.00	\$4,200.00
Unit Total	\$73,792.00	\$46,842.75	\$46,840.00	\$58,750.00	\$55,800.00
Includes the monitor, libraries, 3 years of warranty, and 3 days of on site training.					

Optional Accessories and Warranty

Colorimetric Option	None	No Bid	\$5,445.00	\$5,500.00	\$5,500.00
Extended Warranty Option/Yr.	3,996.00	\$2,862.75	\$4,158.00	\$4,200.00	\$4,200.00
Sampling Adaptors	Included	Included	Quoted	Quoted	Quoted
Price for sampling adaptors			\$1,556.10	\$1,720.00	\$1,720.00



FARRWEST

Estimate

Date	Estimate #
10/28/2021	12948

**108 Commercial Place
Schertz, TX 78154**

Ph: 210-566-1857
Fax 210-566-1897

**CITY OF FARGO - FIRE DEPARTMENT
CAPT. MATT BRAND
mbrand@fargond.gov
FIRE DEPARTMENT HAZARDOUS
MATERIALS MONITOR**

P.O. No.	Rep	Project/Event
	MM	

Item	Description	Qty	Cost	Total
1021453	<p>Rigaku CQL 1064nm Handheld Raman Chemical Identifier.</p> <ul style="list-style-type: none"> • 1064nm excitation laser technology • Touchscreen and softkey graphical user interface • Onboard 5MP digital camera • Rigaku Full Library-over 12,000 compounds including CWA, Explosives, TIC/TIM, narcotics, precursors and simulants • CQL operating software optimized for Safety and Security applications • 4C predictive software for precursor monitoring and threat manufacturing warning • Onboard database of over 140 threat manufacturing recipes • Wi-Fi or Peer-to-Peer connectivity to view results remotely and immediately on cell phone or PC • (2) Li-ION rechargeable batteries 4-5 hours life each • CQL CR123A Battery Cartridge (does not include CR123A batteries) 	1	43,240.00	43,240.00

It's been a pleasure working with you!

Subtotal

Sales Tax (0.0%)

Total

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com



FARRWEST

Estimate

Date	Estimate #
10/28/2021	12948

**108 Commercial Place
Schertz, TX 78154**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF FARGO - FIRE DEPARTMENT
CAPT. MATT BRAND
mbrand@fargond.gov
FIRE DEPARTMENT HAZARDOUS
MATERIALS MONITOR

P.O. No.	Rep	Project/Event
	MM	

Item	Description	Qty	Cost	Total
	<ul style="list-style-type: none"> • External battery charger • AC power adaptor (100-250V) • USB-C to USB-A data transfer cable • USB-C to USB-C charging cable • Flash Drive containing User Manual (PDF) • Quick Start Guide • Adjustable base adaptor • Universal sample holder • Rugged carrying case with custom foam • Certified Benzointrile reference standard for onboard calibration and performance verification. • Rigaku hand strap and wrist strap • 36-Month limited warranty. ***24-Month, plus a free extra 12-months included*** • Library updates for the life of the unit • Software updates for the life of the unit • Support via phone or email for the life of the unit • 24/7/365 reachback support for the life of the unit • 1-Day On-Site Training and Hazmat Sampling 			

It's been a pleasure working with you!	Subtotal
	Sales Tax (0.0%)
	Total

Phone #	Fax #
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FARRWEST

Estimate

Date	Estimate #
10/28/2021	12948

**108 Commercial Place
Schertz, TX 78154**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF FARGO - FIRE DEPARTMENT CAPT. MATT BRAND mbrand@fargond.gov FIRE DEPARTMENT HAZARDOUS MATERIALS MONITOR		
P.O. No.	Rep	Project/Event
	MM	

Item	Description	Qty	Cost	Total
1012438	Class PROGENY RESQ/CQL VIAL HOLDER ACCESSORY	1	742.50	742.50
1013313	PROGENY RESQ/CQL BOTTLE ADAPTER	1	39.60	39.60
1022436	CQL PERISCOPE ADAPTER	1	792.00	792.00
1006234	***PLEASE NOTE THAT WE INCLUDED A FREE EXTRA YEAR (3YRS TOTAL) OF WARRANTY AT NO ADDITIONAL COST (A \$4158 VALUE). ANY ADDITIONAL YEARS YOU WOULD LIKE TO ADD WILL COST \$4158 FOR EACH ADDITIONAL YEAR.*** RESQ//CQL 1 Year Warranty – Extension of standard Warranty and reachback 12-month limited warranty extension. Products returned to the factory will be quickly repaired and returned after receipt (Does not include coverage for Batteries). Customer Support call center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support from initial assessment to	1	0.00	0.00

It's been a pleasure working with you!	Subtotal
	Sales Tax (0.0%)
	Total

Phone #	Fax #
210-566-1857	210-566-1897

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www.farrwest.com



FARRWEST

Estimate

Date	Estimate #
10/28/2021	12948

**108 Commercial Place
Schertz, TX 78154**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF FARGO - FIRE DEPARTMENT
CAPT. MATT BRAND
mbrand@fargond.gov
FIRE DEPARTMENT HAZARDOUS
MATERIALS MONITOR

P.O. No.	Rep	Project/Event
	MM	

Item	Description	Qty	Cost	Total
1021710	<p>detailed spectral analysis and report. The latest software and library updates, user guides and training materials are available for download. Chemical library updates consist of spectra that are created using Rigaku instruments, to ensure optimized performance. Price is per 12-month extension.</p> <p>Trace capability (Narcotics and Explosives) utilizing QuickDetect and DetectaChem's MobileDetect Pouches (pouches sold separately)</p> <p>DetectaChem Narcotic Pouches start at \$25-\$35 each Explosive Pouches start at \$250-\$300 each Drug Field Kits with 30-40 pouches range from \$140-\$165. Explosive Field Kits with 30-40 pouches range from \$775-\$985 More information on the pouches can be found at www.detectachem.com</p>	1	5,445.00	5,445.00

It's been a pleasure working with you!	Subtotal
	Sales Tax (0.0%)
	Total

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com



FARRWEST

Estimate

Date	Estimate #
10/28/2021	12948

**108 Commercial Place
Schertz, TX 78154**

Ph: 210-566-1857
Fax 210-566-1897

CITY OF FARGO - FIRE DEPARTMENT CAPT. MATT BRAND mbrand@fargond.gov FIRE DEPARTMENT HAZARDOUS MATERIALS MONITOR		
P.O. No.	Rep	Project/Event
	MM	

Item	Description	Qty	Cost	Total
FW-SAMPL-08	FARRWEST TRAINING- CHEMICAL SAMPLING CLASS. - COVERS PROPER USE OF EQUIPMENT AND SAMPLING WITH THE LATEST IN COLORIMETRIC PAPERS, GAS SENSOR, PID, FT-IR, RAMAN AND GC/MS TECHNOLOGIES 1-DAY, 6HR CLASS ***ADDITIONAL 2-DAYS OF TRAINING (3 TOTAL)*** FarrWest Contact: Matt Meyer, Inside Sales Manager mmeyer@farrwest.com Office (210) 566-1857 Cell (210) 885-1834	2	1,800.00	3,600.00

It's been a pleasure working with you!		Subtotal	\$53,859.10
		Sales Tax (0.0%)	\$0.00
		Total	\$53,859.10

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com

ResQ CQL

Setting the *NEW* standard for handheld 1064nm Raman chemical analysis

The advancement of handheld 1064nm Raman continues with ResQ™ CQL. Based on the combination of an award-winning platform and proven performance, the ResQ CQL offers first responders, border protection, and law enforcement with an advanced method for identifying potential threats – such as explosives, precursors, hazardous chemicals and narcotics. By integrating the 1064nm Raman advantage for the identification of unknown bulk compounds with a technique for detecting trace amounts of a potential deadly hazard, the ResQ CQL is the tool of choice for a safer response. The improved ergonomics provides users with the ability to access difficult sample types in the toughest environments with an easy-to-use analytical device. The unique features and capabilities of ResQ CQL include:

- Perform analysis more conveniently with a small, mobile and handheld device
- Identify bulk and trace levels of substances for both presumptive and confirmatory results
- Add pictorial evidence using on-board camera for traceability
- Create tamper-proof reports for data security

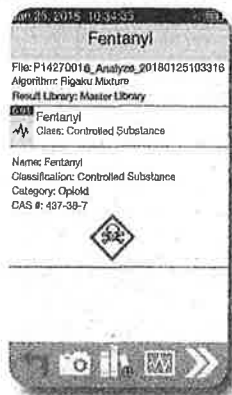


Rigaku
Analytical Devices

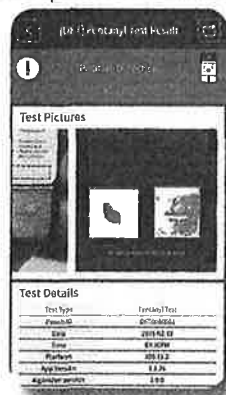
ResQ CQL SPECIFICATIONS

Mode of Operation	Handheld, or hands-free with test stand	<ul style="list-style-type: none"> • Conveniently and safely analyze threats with ease of use in a hotzone • Includes measurement delay timer (up to 10 minutes) for additional safety • Remote operation by PC or tablet using WiFi or USB
Excitation Wavelength	1064nm	<ul style="list-style-type: none"> • Reduces fluorescence interference to measure a broader range of substances – including colored materials or through colored packaging
Output Power	Up to 490mW adjustable laser excitation power	<ul style="list-style-type: none"> • Allows for customization of analysis parameters to obtain most accurate analysis of your specific materials
Graphical User Interface	Touchscreen and softkeys	<ul style="list-style-type: none"> • Smartphone-inspired with bright, touchscreen display or large button navigation for use when wearing protective gloves
On-board Digital Camera	Included with LED	<ul style="list-style-type: none"> • Record sample evidence and store with analysis
On-board Reporting	Included	<ul style="list-style-type: none"> • Immediate PDF generation and transfer of results with camera images
Standard Library	Included	<ul style="list-style-type: none"> • Up to 13,000 compounds including CWA, explosives, precursors TIC/TIM, narcotic
User-Created Library	Included	<ul style="list-style-type: none"> • Easily adaptable for new, emerging threats into a custom library, export to share with other ResQ CQL users worldwide
Threat Recipe alerts with 4C™ Technology	Automatic	<ul style="list-style-type: none"> • Expands incident response by warning users of potential dangerous combinations
Data Transfer	Included	<ul style="list-style-type: none"> • Transfer results via WiFi or USB
QuickDetect™ Automated Colorimetrics	Optional	<ul style="list-style-type: none"> • Add the ability to detect non-visible amounts of narcotics and/or explosives
Operating Temperature	-20 to 50°C intermittent, +40°C continuous (operation above 40°C may affect spectral quality)	
Certification	U.S. MIL-STD 810G, IP-68	
Battery Power	Included: 7.4 Li-Po, 3600 mAh for 5+ hours Compatible: CR123A (six) 3.0V, 1550mAh rechargeable for 4-5 hours	
Size	18.5cm L x 15cm W x 7.9cm H (7.28in L x 5.9in W x 3.11in H)	<ul style="list-style-type: none"> • Allows for single-hand operation
Weight	~1.4kg (3 lbs)	
Warranty	24 months	
Industry Regulation Compliance		<ul style="list-style-type: none"> • SWGDRUG Category A technique for presumptive testing • SWGDRUG Category C technique for confirmatory testing (with addition of QuickDetect) • FDA 21 Part 11 compliance

The ResQ CQL is not ITAR-restricted, though a U.S. Department of Commerce export license may be required for some countries.



Example of bulk analysis results



Example of trace analysis results



Rigaku Analytical Devices, Inc.
Boston, MA

Toll Free: +1 855.785.1064

Direct: +1 781.328.1024

Email: handhelds@rigaku.com

Web: www.rigaku.com/CQL

All products manufactured by Rigaku Analytical Devices Inc. are made in the USA. ©2018 Rigaku Analytical Devices, Inc. ResQ, QuickDetect and 4C are commercial trademarks of Rigaku Analytical Devices, Inc. Specifications, terms and pricing are subject to change. Not all products are available in all countries. Please consult your local sales representatives for details.



CITY OF Fargo Fire Department

(16)

MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 11/22/2021

SUBJECT: FIRE DEPARTMENT SOLE SOURCE PURCHASE

Recently, there has been significant discussion in the Fire Service regarding the of polyfluoroalkyl substances (PFAS) foam. Exposure to PFAS has been linked to health hazards and contamination of groundwater sources. In an October 2019 white paper, an IPEN expert panel shared: “Unequivocal evidence from recent studies [show] that firefighters using aqueous film-forming foams (AFFF) have unacceptably elevated blood levels of both PFHxS [perfluorohexane sulfonate] and PFOS.” The experts also noted that firefighters have a higher risk of exposures to PFHxS and other PFAS from several sources.

Unfortunately, the fire department has several gallons of this foam that will need to be discarded and replace. For the past 18 months, we have been searching for a suitable replacement foam. Following extensive testing, an acceptable product has been found.

This sole source purchase was reviewed and approved by the Finance Committee on 11/22/2021

RECOMMENDATION: Authorize the Fire Department sole source purchase of 660 gallons of Fireade ar-aff 3% class B Foam for \$21,500.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

M&T Fire and Safety

Estimated Dollar Amount of Purchase:

\$ 21,500.00

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

This purchase is for 2 330 gallon totes of Fireade ar-aff 3%X3% class B foam. This foam will replace the foam we have on our apparatus that has been shown to cause cancer in firefighters with foam that is pfas-free and enviornmently friendly.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Fire Service Plus inc. who is the manufacturer of Fireade firefighting foam has designated M&T Fire and Safety as their primary distributor in our region and this is the only vendor that we can buy Fireade firefighting foam from.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

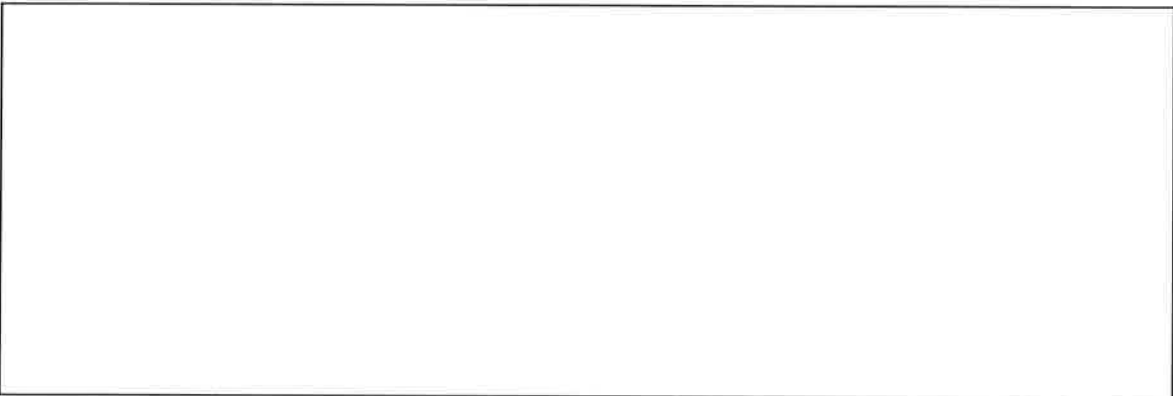
An internet search was conducted for additional vendors of fireade foam. There were no other vendors in our region that sell this product. The Fire Services Plus website was search with no additional vendors found. M&T Fire and Safety was contacted and they confirmed they are the regional distributor for Fireade foam.

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

For the last year the FFD has been researching PFAS-free foam for the fire department and found that there are many companies that manufacture it. It was determined to test foam that was readily available from vendors in our area. The FFD conducted tests of the following products. Ansul pfas free foam, Novacool UEF foam, and Fireade 3%X3% foam. All three were pfas free, biodegradable and would meet the needs of the department when fighting the types of fires where foam would be the best option. Flow tests were conducted using the recommended mix ratio and correct pressure, recommended by the manufacture. The test revealed that of the three Novacool did not maintain the foam blanket as well as the other two. Next, price was evaluated and found that the Ansul foam cost approximately \$13.00 more per gallon than the Fireade foam. The committee testing the foam recommended to the chief, to make a switch to Fireade pfas-free ar afff 3%x3% firefighting foam for the safety and cost factors.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.



Signature: _____
(Requestor)

Printed Name: **Lee Soeth** _____

Department: **Fire** _____

Title: **Battalion Chief** _____

Date: **11/18/2021** _____

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

LMS
_____ (Requestor initials)



M & T Fire and Safety

111 Kasan Ave
 PO Box 167
 Volga, SD 57071
 (605) 627-5165
 acct@mtfiresafety.com
 mtfiresafety.com

ADDRESS

Fargo Fire Department
 Lee Soeth
 637 N P Avenue
 Fargo, ND 58102-4916

SHIP TO

Fargo Fire Department
 Lee Soeth
 637 N P Avenue
 Fargo, ND 58102-4916

Estimate 8086

DATE 11/17/2021

SALESMAN

RD

ACTIVITY	QTY	RATE	AMOUNT
FA2-AR33-30 Fire Service Plus, FireAde AR-AFFF 3%x3%, 330 gallon tote.	2	10,750.00	21,500.00T

Freight Freight Free	1	0.00	0.00T
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Estimates are good for 30 days unless specified otherwise.

SUBTOTAL 21,500.00

Returned items are subject to restocking fees.

TAX (0%) 0.00

TOTAL \$21,500.00

Accepted By

Accepted Date

The logo for the Fargo Fire Department features the words "CITY OF" in a small, blue, sans-serif font above the words "Fargo Fire Department" in a large, bold, black serif font. A stylized blue wave graphic is positioned below the word "Fargo".

CITY OF Fargo Fire Department

(17)

MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 11/22/2021

SUBJECT: FIRE DEPARTMENT SOLE SOURCE PURCHASE

The fire department transitioned from a paper fire inspection system to an electronic version using iPads in 2015. At that time multiple software systems were examined and FFD began using a laserfiche forms systems created in part by the City of Fargo IS department. This system has served our needs to transition away from paper inspections. However, improvements in data tracking, data collection, and ease of use are needed.

Replacement fire inspection software systems have been researched, many of which require replacement of our record management system or the creation of a second database. The fire department's current record management system is Tyler Technologies New World Fire Records. This system contains all commercial building and business information in Fargo. This building and business database provides information for all Red River Regional Dispatch Center agencies. The information that is collected during fire inspections is available to RRRDC via FFD's preplans.

Tyler technologies now has a fire inspections module available called Mobile Eyes. This software utilizes the existing building and business database and allows fire inspections and information updates to occur real time from a tablet.

Tyler Technologies Mobile Eyes software is the only system available to the FFD using our current records management system. The purchase of the software is authorized in the 2022 budget.

Tyler Technologies estimates a 6-month backlog before installation. The FFD would like to present a signed contract in order to get in the queue for delivery in the second quarter next year.

This sole source purchase was reviewed and approved by the Finance Committee on 11/22/2021.

RECOMMENDATION: Authorize the Fire Department sole source purchase of Mobile Eyes fire inspection software from Tyler Technologies in the amount of \$39,531.00.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Tyler Technologies - New World Fire Records

Estimated Dollar Amount of Purchase:

39,531

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

This project is for adding Mobile Eyes software to our existing fire records management system (RMS) - Tyler Technologies New World. FFD uses an RMS system that is integrated through dispatch. Buildings and Business are saved by the fire department and are available globally through dispatch allowing information to be shared across departments. The FFD is the sole input source for all buildings within Fargo. Mobile Eyes software is Tyler Technologies inspection module that allows for fire inspections using the existing building and business database. The software would be provided as SaaS.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Mobile Eyes will replace FFD's laserfiche form that is currently being used for fire inspections. Mobile Eyes is the only fire inspection software that is provided by tyler technologies that will use the building and business database. New World's fire record system contains a building and business database that is shared across agencies within the RRRDC. Other fire inspection software systems were examined, however none would be able to update the building/business database. The database contains fire preplan information including owner contact telephone numbers. Using the existing database allows RRRDC the ability to send this information to emergency personnel responding to incidents.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

Multiple demonstrations of competing inspection software systems were reviewed. All other inspection software systems resulted in the creation of a second building/business database. It would be unwieldy for the fire department to maintain two databases. The other option would be to switch the entire fire record RMS system. However, this would require an interface to the New World (Tyler Technologies)CAD system. Tyler technologies is the only source for fire inspection software that will fully integrate with the existing record management system and dispatch system. Software systems were identified through internet searches and vendor reviews at national conferences.

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

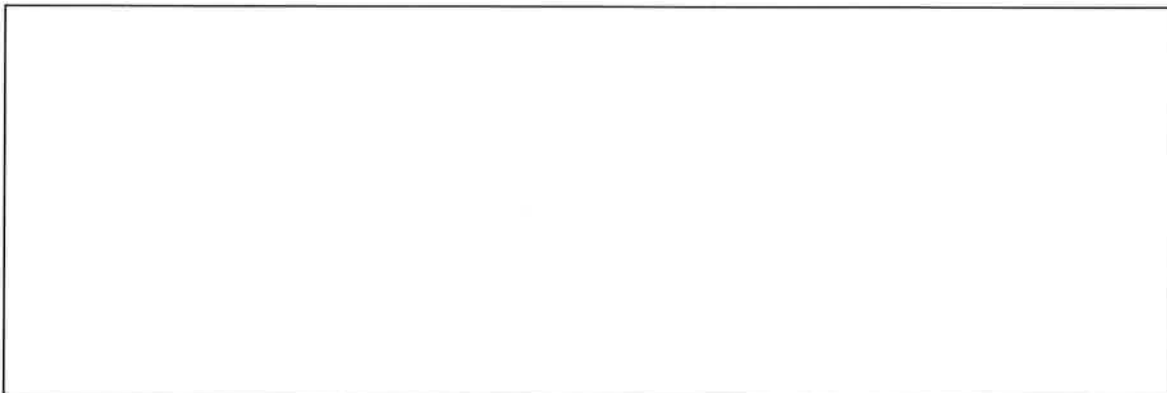
Emergency Reporting - can conduct tablet based fire inspections, but requires implementation of separate records management system.

Streamline inspections - can conduct tablet based fire inspections, but requires a second database that would not update the existing new world database. Response information would become obsolete and would not be accessible to responding emergency personnel.

ProPhoenix - competitor to new world - can conduct tablet based fire inspections, but would require implementation of a separate records management system. ProPhoenix also sells CAD systems.

Firehouse software by ESO - can conduct mobile inspections but would require separate database. (FFD was using firehouse prior to implementing new world software).

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.



Signature: 
(Requestor)


Printed Name: RYAN ERICKSON

Department: FIRE

Title: FIRE MARSHAL

Date: 11-22-21

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

 (Requestor initials)



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the Red River Regional Dispatch Center, ND with offices at 300 Northern Pacific Ave., Ste 206, Fargo, ND 58102 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of December 30, 2008 (the "On-Premise Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the On-Premise Agreement as of the Amendment Effective Date; provided, however, the SaaS Term for the MobileEyes Software added hereby shall commence six (6) months from the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS Fees as identified in the Amendment Exhibit 1 Investment Summary, will be invoiced annually in advance, beginning on the commencement of the initial Term as indicated in Section C(1) of Amendment Exhibit 2. Subsequent annual SaaS Fees shall be invoiced on each anniversary thereafter at our then-current rates.
 - b. Unless otherwise provided herein, travel expenses and MobileEyes Services identified in Exhibit 1 and added to the On-Premise Agreement pursuant to this Amendment shall be invoiced as provided and/or incurred.
2. The terms and conditions contained in Exhibit 2, including the associated schedules thereto, apply to the MobileEyes SaaS Services listed in the Amendment Investment Summary.
3. SaaS Fees for the software and applicable services as set forth in Exhibit 1 attached to this Amendment shall be invoiced to the following:

Fargo Fire Department
637 NP Ave
Fargo, ND 58102

- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the On-Premise Agreement.
- 5. All other terms and conditions of the On-Premise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Red River Regional Dispatch Center, ND

By: _____

By: Mary Philleppi

Name: _____

Name: Mary Philleppi

Title: _____

Title: Director

Date: _____

Date: 11/23/21

Acknowledged by non-party authorized agency,
Fargo Fire Department, ND

By: Steven J. Dickson

Name: Steven J. Dickson

Title: Fire Chief

Date: 11/22/2021



Amendment Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 12,339
Third-Party Products	\$ 0
Travel	\$ 2,400
Total One-Time Cost	\$ 14,739
Annual Recurring Fees/SaaS	\$ 24,792
Tyler Software Maintenance	\$ 0



Quoted By: Christina Milson
 Quote Expiration: 3/21/22
 Quote Name: MobileEyes for Fargo Fire

Sales Quotation For:

Red River Regional Dispatch Center
 300 Np Ave N Ste 206
 Fargo ND 58102-4871
 Phone: +1 (701) 451-7660

Bill to:

Fargo Fire Department
 637 NP Ave
 Fargo ND 58102

Annual / SaaS

Description	Fee	Discount	Annual
New World Public Safety			
Other Software			
MobileEyes Company Inspector (7)	\$ 14,196	\$ 1,420	\$ 12,776
MobileEyes Inspector (6)	\$ 12,168	\$ 1,217	\$ 10,951
MobileEyes Contractor Portal (free to AHJ)	\$ 0	\$ 0	\$ 0
MobileEyes Onboard Codes - ICC	\$ 1,183	\$ 118	\$ 1,065
TOTAL			\$ 24,792

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
New World Public Safety					
MobileEyes Training Services - Inspector/Plus	16	\$ 185	\$ 0	\$ 2,960	\$ 0
MobileEyes Training Services - Company Inspector	8	\$ 185	\$ 0	\$ 1,480	\$ 0

				Amendment Exhibit 1
	40	\$ 185	\$ 0	\$ 7,400
	1	\$ 0	\$ 0	\$ 0
	1	\$ 499	\$ 0	\$ 499
	TOTAL			\$ 12,339
				\$ 0

MobileEyes Setup & Configuration Services
 MobileEyes Integration with New World
 MobileEyes Contractor Portal Setup & Training

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 24,792
Total Tyler Services	\$ 12,339	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Estimated Travel Expenses	\$ 2,400	\$ 0
Summary Total	\$ 14,739	\$ 24,792
Contract Total	\$ 39,531	

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).
 New World product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Comments

MobileEyes Contractor Portal Charges \$3.50 per transaction fee.

Scope includes the following:

- 6 licenses of Inspector for Prevention staff
- 7 station licenses of CI for 7 stations.
- 13 sets of IFC codes. IFC 2021
- Local ordinances included.
- Tyler to Tyler integration with New World included at no charge.
- Set up of Contractor Portal (contractors pay \$3.50 per submittal)
- set up and implementation fees. Includes a data base(Excel format required), loading codes, up to 10 operational permit templates and more.
- Two days on site training: 1 day administrative staff and 1 day prevention staff users.
- 1 day(multiple web sessions) for Shift inspectors using Company Inspector.
- Travel fees of \$2,400.00 will be backed out if Covid has effect on on site training.

A Comprehensive Public Safety Software Solution

Computer Aided Dispatch

CAD Mapping	Dispatch Questionnaire	Rip-N-Run Printing	Service Vehicle Rotation	E-911	ePCR
Call Entry	Fire Equipment Search	Run Cards/Response Plans	Unit Management	NG911	Fire Records
Call Control Panel	GIS/Geo-File Verification	Rapid SOS	Web CAD Monitor	CAD NCIC	Out-of-Band AVL
Unit Recommendations	Hazard and Location Alerts			Pictometry	Telestaff
Unit Status/Control Panel	Hazmat Search	<i>Additional Modules</i>	<i>Available Interfaces</i>	ASAP	PulsePoint
Call Stacking	Hydrant Inventory	BOLOS	Alarm	Pre-Arrival Questionnaire	Twitter
CAD Messaging	Note Pads	CAD Auto Routing	CAD to CAD	Encoder	PEMA Knowledge Center
Call Scheduling	Proximity Dispatch	CAD AVL	CAD Paging	CAD CFS Export	

Law Enforcement Records Management

Arrests	Impounded Vehicles	Training	Crash	Scheduling	Citizen Reporting
Buildings	Incidents	Wants and Warrant	Stop Data	Tyler Content Manager	COPLINK
Businesses	Investigations		Equipment and Inventory	Use of Force	Accurint Crime Analysis
Case Management	Order of Protection	<i>Additional Modules</i>	Gangs	Vehicle Tracking	LINX
Case Processing	Personnel	Alarms	Hazardous Materials		Evidence
Citations	Property and Evidence	Animal Licensing	Multi-Server Search	<i>Available Interfaces</i>	SECTOR
Dynamic Reporting	Records Request	Bicycle Registration	Narcotics	Livescan	MIDEX
Field Interviews	Registered Offenders	Bookings	Pawn Shops	Ticket Writer	LACRIS
IBR/Clery Reporting	Standard Reporting	Briefing Notes	Permits	NCIC	

Fire Records Management

Activity Reporting/	Hazardous Materials	Pre-Plans	<i>Additional Modules</i>	Fire Permits
Scheduling	Hydrant Inventory	Station Activity Log	NFIRS Reporting	Inventory
Investigations	Incident Tracking	BLS/ALS	Data Analysis/Mapping	LOSAP Tracking
Business Registry	Personnel/Education		Equipment Tracking	Vehicle Tracking

Corrections Management

Bookings	Inmate Scheduling/	Corrections Officer Log	<i>Additional Modules</i>	Officer Activity Reporting	<i>Available Interfaces</i>
D/L Swipe for Visitors	Tracking	Financial Management	Inmate Tracking Bar	Officer Equipment Tracking	Livescan
Incident Tracking	Inmate Contact	Jacket Processing	Coding	Grievance Tracking	Booking Export
Inmate Property Tracking	Inmate Programs	Business Registry	Property Room	Mugshots	Northpointe
Inmate Classification	Inmate Activity Log	Personnel/Education	Commissary Accounting	Web Inmate Inquiry	VINE
Inmate Housing	Trustee	State Reporting	Data Analysis/Mapping		CorEMR
Mass Move	Case Management				

Mobile Computing

Dispatch/Messaging/	DL Swipe Mugshot	In-Car Routing	LE Field Reporting	Ticket Writer
State/NCIC	Download	Stop Data	LE Accident Field Reporting	
Fire Dispatch/Messaging	In-Car Mapping/AVL	Use of Force	Field Investigations	

Mobility Software

ShieldForce LE Dispatch	CrewForce Fire Dispatch	SceneCollect
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Analytics

Data Marts	Dashboard	Law Enforcement Analytics
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Amendment Exhibit 2 MobileEyes Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“MobileEyes Agreement”** means this MobileEyes Software as a Service Terms and Conditions.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software in accordance with the maintenance and support terms in the Agreement.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this MobileEyes Agreement. You do not acquire under this MobileEyes Agreement any license to use the Tyler Software in excess of the scope and/or duration

of the SaaS Services.

- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this MobileEyes Agreement, we do not create or endorse any Data used in connection with the SaaS Services. Upon the termination of this MobileEyes Agreement, and upon written request from the Client, Tyler shall provide a database file including all Client data to Client. Client is responsible for providing the proper contact for receiving this information. If Client requires regular database copies, Client shall maintain the ability at any time using their administrative access credentials to export their data from the application as a .CSV file into Excel or Access.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this MobileEyes Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this MobileEyes Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support terms in the Agreement and our then current SLA attached as schedule 1.
6. SaaS Services.
 - 6.1 Our SaaS Services are hosted by Secure-24, our MobileEyes data center and hosting provider, and have been audited in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. Secure-24 has attained, SOC 1 compliance.
 - 6.2 You will be hosted on shared hardware on a database dedicated to you, which is inaccessible to our other customers.
 - 6.3 Secure-24 has fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 Secure-24 will periodically test our disaster recovery plan. Our standard test is not client-specific.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Secure-24 data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – TERM AND TERMINATION

1. **Term.** The initial term of this MobileEyes Agreement commences six (6) months from the Amendment Effective Date for one (1) year, unless earlier terminated as set forth below. Upon expiration of the initial term, this MobileEyes Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this MobileEyes Agreement.
2. **Termination.** This MobileEyes Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with the Agreement.

- 2.1. Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this MobileEyes Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2. For Cause. If you believe we have materially breached this MobileEyes Agreement, you will invoke the Dispute Resolution clause set forth in the MobileEyes Agreement. You may terminate this MobileEyes Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this MobileEyes Agreement within the thirty (30) day window set forth in the MobileEyes Agreement.
- 2.3. Force Majeure. Either party has the right to terminate this MobileEyes Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this MobileEyes Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5. Fees for Termination without Cause during Initial Term. If you terminate this MobileEyes Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this MobileEyes Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - 2.5.1. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - 2.5.2. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - 2.5.3. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.



Amendment Exhibit 2
Schedule 1
Service Level Agreement for MobileEyes

This Service Level Agreement (SLA) exists for the purpose of creating an understanding between Tyler Technologies, Inc. (hereafter Tyler) and Client regarding the hosting and support of the Tyler Software. This SLA guarantees Client's web application's availability, reliability and performance as indicated herein. This applies to the Tyler Software hosted pursuant to this MobileEyes Agreement.

1. Hosting Services

Tyler's hosting partner is Secure-24. Secure-24 is a provider of managed IT operations, hosting and cloud services, providing highly available environments and expert management and support of critical applications. Information regarding Secure-24 data center is available here: <https://www.secure-24.com/company/data-centers/>.

Tyler's server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
- Redundant Power Supplies
- Off-Site Backup Servers
- Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

Data Integrity

Tyler's applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily scheduled database and application backups.
- Offsite data storage ensures physical safety and availability of backup data.

2. Application and Hosting Support

Tyler provides ongoing Help Desk support as part of the annual software license for their applications, including infrastructure. This includes continued attention to Tyler Software performance and general maintenance needed to ensure application availability. Support includes application support as well as technical diagnosis and fixes of technology issues involving the host environment.

The Tyler Help Desk is available with the exception of Tyler holidays, Monday through Friday from 8:00 am to 8:00 pm EST at (248)588-7670 ext. 1.

Incident Reporting

Tyler maintains a Help Desk during normal business hours, staffed by MobileEyes-certified personnel located within the U.S. Most trouble calls are handled at the time of the call, while a small percentage require Level 2 (programmer) support and subsequent follow-up. All problems, errors, and/or suggested improvements are documented within a CSR (customer service request) Log and handled based upon severity, as follows:

Severity Level	Severity Examples	Targeted Notification Goals	Targeted Resolution Response Time
High	Complete shutdown or partial shutdown of one or more Software functions. Access to one or more Software functions not available. Major subset of Software application impacted.	Within one (1) hour of initial notification during business hours. Tyler will also send an email broadcast to all effected users, notifying them of the problem and efforts to resolve it.	2-4 business hours
Medium	Minor problem. Data entry or access impaired on a limited basis (typically user error).	Within four (4) hours of initial notification	24 business hours
Low	System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.	Same day or next business day of initial notification	Future Release

Client Service Requests - Enhancements

Client Service Requests documenting suggested enhancements are reviewed on a quarterly basis and considered for inclusion in periodic releases. If an enhancement request is specific to one customer and deemed to be outside of the original scope of the product, it will be unlikely that the request will be

included in a future release. Custom enhancement requests that can otherwise be accommodated will be subject to Tyler standard rates and documented by Tyler as a formal quote for mutual agreement by Tyler and Client . Client will have an opportunity to review and approve the scope, specification and cost before work is started to ensure goals are properly communicated and funding approved.

Product release management is handled by Tyler using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. New releases are communicated well in advance by Tyler to all clients by system banners and email broadcasts including instructions if user intervention is required.

Maintenance and Upgrades

All system/product maintenance and upgrades are included in the ongoing support and warranty as contracted. Tyler will communicate all enhancements and upgrades that may impact its users. All code releases will maintain the integrity of Client specific configurations (i.e. templates, addresses, dropdown menus, pick lists, etc.) that have been implemented either by Tyler or Client.



Amendment Exhibit 2
Schedule 2
Third Party Terms for MobileEyes

NFPA Codes

Material from documents of the National Fire Protection Association is displayed in this system under license from the NFPA solely for use within this system on the single machine to which this system is licensed. NFPA material may not be copied, reproduced, transferred, transmitted, distributed or used except as allowed by this system for the purpose of preparing and documenting inspection reports. Any use in violation of this MobileEyes Agreement shall allow Tyler Technologies, Inc. ("Tyler") or the NFPA to immediately cancel all rights granted by this license. NFPA is not responsible for the programming or display of this material. Any problems or difficulties with the presentation of this material should be brought to the attention of Tyler or the NFPA.

ULCS Codes

Material from documents of ULC Standards (ULCS) is displayed in this system under license from ULCS solely for use within this system on the device(s) to which this system is licensed. ULCS material may not be copied, reproduced, transferred, transmitted, distributed or used except as allowed by this system for the purpose of preparing and documenting inspection reports. Any use in violation of this MobileEyes Agreement shall allow Tyler Technologies, Inc. ("Tyler") or ULCS to immediately cancel all rights granted by this license. ULCS is not responsible for the programming or display of this material. Any problems or difficulties with the presentation of this material should be brought to the attention of Tyler.

IFC Codes

This software contains information which is proprietary to and copyrighted by International Code Council, Inc. The acronym "ICC" and the ICC logo are trademarks and service marks of ICC. ALL RIGHTS RESERVED.

As an End-User of the Software Product, End-User does not acquire any proprietary interest in the Software Product, or any of its contents.


End-User acknowledges that and agrees that there are no warranties, guarantees, conditions, covenants or representations by ICC as to the fitness for a particular purpose, or any other attribute, whether expressed or implied (in law or in fact), oral or written, of the copyrighted ICC property contained in the Software Product. End-User agrees that any unauthorized possession of the Software Product or its accompanying printed materials, or any use of the same, shall constitute a breach of the license agreement, and, upon written notice of the same by either ICC or Licensor, the End-User will surrender possession of the Software Product and all accompanying printed materials to ICC or Licensor. This MobileEyes Agreement is not transferable to any other party, for any reason. End-User agrees that use of the Software Product constitutes acceptance of the terms and conditions of this MobileEyes Agreement.



1802

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 15, 2021

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

The attached agreement for services with Sue Black 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 Sue Black.

DF/lls
Enclosure



AGREEMENT FOR SERVICES



THIS AGREEMENT, effective the 15th of November, 2021, by and between Fargo Cass Public Health ("FCPH"); and Sue Black

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 15, 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:** Sue Black 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
Desi Fleming
Director of Public Health

Date 11/15/21

INDEPENDENT CONTRACTOR

Sue Black
Sue Black
Independent Contractor

Date 11-16-21

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



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

186

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 8, 2021

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

The attached agreement for services with Jamie Bunnis 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 Jamie Bunnis.

DF/lls
Enclosure



AGREEMENT FOR SERVICES



THIS AGREEMENT, effective the 10th of November, 2021, by and between Fargo Cass Public Health ("FCPH"); and Jamie Bunnis

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 10, 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:** Jamie Bunnis 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

INDEPENDENT CONTRACTOR



Desi Fleming
Director of Public Health



Jamie Bunnis
Independent Contractor

Date 11/15/21

Date 11/16/21

Timothy J. Mahoney
Mayor, City of Fargo

Date _____



Fargo Cass Public Health
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Public Health
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Fargo Cass Public Health

(180)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 15, 2021

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

The attached agreement for services with Bernadetta Chinema to serve as the Logistics and Operations Support for performing demographics at the COVID-19 Testing Site is for \$23.00 an hour, overtime at the rate of \$34.50 an hour. For swabbing done at the COVID-19 Testing Site the reimbursement rate will be \$30.00 an hour, overtime at the rate of \$45.00 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 Bernadetta Chinema.

DF/lls
Enclosure



AGREEMENT FOR SERVICES



THIS AGREEMENT, effective the 15th of November, 2021, by and between Fargo Cass Public Health ("FCPH"); and Bernadetta Chinema

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 15, 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 such as demographics. Contractor will also provide swabbing services at a different hourly rate.
- C. Reimbursement:** Bernadetta Chinema shall be reimbursed for the above services (demographics) rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, for swabbing \$30.00 an hour with any hours swabbing worked over 40 hours per week being reimbursed at \$45.00an hour, 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
Desi Fleming
Director of Public Health

Date 11/15/21

INDEPENDENT CONTRACTOR

Bernadetta Chinema
Bernadetta Chinema
Independent Contractor

Date 11/16/21

Timothy J. Mahoney
Mayor, City of Fargo


Date _____



19

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 15, 2021

RE: SOLE SOURCE PROCUREMENT: CUSTER HEALTH-
MANDAN, ND FOR STATEWIDE EDUCATION AND
AWARENESS RELATED TO BREAST AND CERVICAL CANCER
SCREENING THROUGH THE WOMEN' WAY PROGRAM FOR
\$67,535

Custer Health-Mandan ND is the public health agency coordinating and contracting with a marketing/media agency for the Women's Way Program. The \$67,535 are Fargo Cass Public Health's share of the statewide public education and awareness related to breast and cervical cancer screening.

If you have any questions, please contact Desi Fleming, 241.1380

Recommended Motion:

Approve Sole Source Procurement Form \$67,535 for Custer Health, Mandan, ND.

DF/lls
Attachment



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Custer Health - Mandan, North Dakota

Estimated Dollar Amount of Purchase:

\$67,535

Is this procurement funded by a federal grant?

Yes

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

Custer Health is the public health agency coordinating and contracting with a marketing/media agency for the Women's Way Program. The \$67,535 are Fargo Cass Public Health's share of the statewide public education and awareness related to breast and cervical cancer screening (Localized Education = \$25,000 and State Outreach \$42,535). See attached documentation.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Custer Health was chosen by the North Dakota Department of Health to work with a marketing/media agency. Having all public health units work with one marketing company will help with consistency of the important messages related to breast and cervical cancer screenings.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

The North Dakota Department of Health followed their internal process related to working with Custer Health and the chosen marketing/media company. When Fargo Cass Public Health received the notice of the Women's Way Grant Award, we were also notified what our share of the statewide and localized marketing efforts for the Women's Way Program was. These funds need to be paid to Custer Health (see attached invoice).


****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

No comparisons were obtained. Fargo Cass Public Health is following the recommendation/request of the North Dakota Department of Health.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

No piggyback procurement method was used.

Signature: 
(Requestor)


Printed Name: Larry Anenson, Jr.

Department: Public Health

Title: Director of Health Promotion and Protection

Date: 11/9/21

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

 (Requestor initials)

Other 1a - Women's Way PEAC Localized Education	Total	\$25,000.00
The State Office calculated this amount based on the PEAC Localized Education plan that will be formulated within the first 60-days of the new program year. This plan will incorporate any and all education or awareness activities conducted by the local coordinating unit. Custer Health serves as the fiscal agent for this project.		
Other 1b - Women's Way PEAC State Outreach	Total	\$ 42,535.00
The State Office calculated this amount based on the PEAC State Outreach plan that will be formulated within the first 60-days of the new program year. This plan will incorporate any and all public education or outreach activities conducted by the local coordinating unit. Custer Health serves as the fiscal agent for this project.		
Other 1c - Operations	Total	\$ 17,189.04
Provide a description and amount for any expenses associated with operating Women's Way that has not been accounted for in other budget categories. Please show any formulas used to compute expenses. See footnote for allowable expenses.		
A 10% Administrative Fee covers assistance and support from the Director of Public Health, Public Health Accountant, as well as office support from the Communications Specialist, Clinical Nursing.		
Other 2 - New Client Fee	Total	\$ 3,950.00
This fee is calculated at the rate of \$50 per new client enrolled. Total new clients to enroll equals 20% of screening goal and defined in the e-mail with the attached budget template.		
Other 3 - Meetings/Trainings	Total	\$ 498.20
LCU Women's Way staff are required to attend the annual meeting. This will involve travel to Bismarck with one over night stay in most instances. Provide a description and amount for annual meeting and/or training expenses. Attendance at other trainings is allowable with prior approval.		
Funds are needed to allow the WW Coordinator to attend the WW Annual Meeting in Bismarck (Mileage 0.56 x 400 miles = \$224 + Lodging \$84.60 x 2 nights = \$169.20 + Per Diem \$35/day x 3 days = \$105) = \$498.20.		

Footnote for allowable expenses for Other 1c - Operations

- Administrative Fee (up to 10% of total contract)
- Audit
- Building Maintenance Fee
- Computer Maintenance Fee
- IT Data Back Up
- IT Equipment (Camera, Headsets, Microphone) No computers or laptops allowed in PY5
- IT Support
- Property Insurance
- Other (requires prior approval)



Custer Health
For a healthier way of life.

Serving: Grant • Mercer • Morton • Oliver • Sioux Counties

403 Burlington Street SE
 Mandan, North Dakota 58554
 701-667-3370 • Fax: 701-667-3371

INVOICE

Customer:
 Fargo Cass Public Health
 Kristina Kluth: kkluth@FargoND.gov
 Lori Ziegler: LZiegler@fargond.gov
 Desi Fleming: dfleming@fargond.gov

Date: 11/2/2021

DATE	DESCRIPTION	AMOUNT DUE
2021-2022 Contract Year	Public Education Awareness Communications (PEAC) Localized Plans Statewide Outreach Plans	\$25,000.00 \$42,535.00
TOTAL		\$67,535.00

Make checks payable to:
CUSTER HEALTH

Please detach bottom portion and return with payment. Thank You

Customer:
 Fargo Cass Public Health

Date: 11/2/2021

Total Due: **\$67,535.00**

20



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING ~~DF~~
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 17, 2021

RE: NOTICE OF GRANT AWARD FUNDING WITH THE NORTH
DAKOTA DEPARTMENT OF HEALTH SERVICES, OFFICE OF
REFUGEE SUPPORT SERVICES FOR CARE COORDINATION
FOR TUBERCULOSIS FOR \$12,500 #355-12463

This is a request to approve the grant with North Dakota Department of Human Services, Office of Refugee Support Services to provide care coordination services for tuberculosis for \$12,500.

No budget adjustments are needed.

If you have questions please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the grant award from North Dakota Department of Health Services, ORR.

DF/lls
Enclosure

GRANT AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Office of Refugee Support Services (Grantor), has determined the services identified in the Scope of Service paragraph below form an appropriate basis for the expenditure of funds allocated to Grantor.

City of Fargo (Grantee), 1240 25th St. S, Fargo, ND 58103, proposes to provide those services.

Grantor and Grantee therefore enter into the following:

1. TERM OF GRANT

This Grant runs from October 18, 2021, through September 30, 2022. This Grant will not automatically renew.

2. SCOPE OF SERVICE, REPORTING, AND ADVISORY COMMITTEE

Grantee shall provide Care Coordination services, which includes follow-up for Tuberculosis (TB) treatment, education, referral to community resources, coordination with other health care providers, and outreach to the Office of Refugee Resettlement (ORR) eligible populations, which includes Refugees, Asylees, Cuban/Haitians, Unaccompanied Refugee Minors and Unaccompanied Alien Children, Amerasians, Victim of severe form of trafficking, Special Immigrant Visa holder, and Afghan Parolees in its jurisdiction. Grantee also shall collect data for reporting to ORR, as requested, by Grantor for the purpose of year-end outcome measures. Care Coordination services are to be provided in a linguistically and culturally appropriate manner. Refugee Health Promotion (RHP) funds are not to be supplanted if covered under other funding sources.

Grantee shall participate with other grantees as a member of the Refugee Services Advisory Committee (RSAC), which meets at least quarterly, and will report to the committee on goals, outcomes, new initiatives, and barriers in providing health services to refugees and ORR-eligible populations. Grantee shall ensure the project:

Deliverable	Milestone	Deadline
Compile and submit semi-annual programmatic reports each period to Grantor.	Compile and submit semi-annual programmatic reports to Grantor.	Semi-annual programmatic reports for the October 1-March 31 reporting period and for the April 1-September 30 reporting period each year using Attachment A.

<p>Communicate and collaborate with Grantor and the designated organization responsible for carrying out refugee resettlement activities.</p>	<p>Respond to requests for information and meetings.</p>	<p>Requests for information and meetings are responded to within two business days.</p>
<p>Collaborate with other health service providers and provide services within the scope to ORR population who are within their first five years of eligibility. Engagement with ethnic community-based organizations (ECBOs) and State Refugee Health Coordinator (SRHC) in carrying out health education activities is allowable within the scope.</p>	<p>Disseminate appropriate TB health education, referrals, follow-up in a linguistically appropriate manner.</p> <p>Seek technical assistance with SRHC and troubleshoot challenges to improve healthcare navigation issues for eligible population. Communicate training needs and provider education needs.</p>	<p>TB outreach focused on eligible population should occur regularly.</p> <p>Requests for assistance are followed up on within two business days.</p>
<p>Provide feedback and participate in the RSAC meetings.</p>	<p>Disseminate relevant refugee arrival trends, health trends, and program updates.</p>	<p>RSAC are held at least quarterly.</p>

3. COMPENSATION

Grantor, upon receipt and approval of SFN 1763 Request for Reimbursement or other form required by Grantor, shall reimburse Grantee for allowable expenses incurred. "Allowable expenses" are defined by the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards cited under Section 11 of this Grant. The total amount paid under this Grant may not exceed \$12,500. No funds will be paid for services until they have been provided. Grantee shall submit its request for reimbursement to Grantor monthly. Grantee shall submit its final reimbursement request to Grantor no later than 30 days after the expiration or termination of this Grant. Grantor may not pay Grantee until Grantee signs and returns to Grantor the Certification of the 2 CFR Part 200 Informational Guide, which is made a part of this Grant by its reference here.

Payment for services under this Grant may include federal monies. Anticipated funding at the time this Grant is executed is listed below. The funding source of actual payments and the federal program can be verified by contacting DHS' Fiscal Administration Division.

Anticipated Funding:

Federal	\$12,500	State	\$
Other	\$	Unknown	\$

Catalog of Federal Domestic Assistance Number 93.566, Refugee and Entrant Assistance State/Replacement Designee Administered Programs.

Federal Award Identification Number: 2102NDRSSS

Federal Award Date: July 13, 2021

Data Universal Numbering System Number: N/A

This award is not for Research and Development.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Grant 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. Termination for Lack of Funding or Authority

Grantor may terminate the whole or any part of this Grant, effective upon delivery of written notice to Grantee 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 for the indicated term. The Grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- 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 Grant or are no longer eligible for the funding proposed for payments authorized by this Grant.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Grant, is for any reason denied, revoked, suspended, or not renewed.

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

c. Termination for Cause

Grantor may terminate this Grant effective upon delivery of written notice to Grantee, or any later date stated in the notice:

- 1) If Grantee fails to provide services required by this Grant within the time specified or within any extension agreed to by Grantor; or
- 2) If Grantee fails to perform any of the other provisions of this Grant, or so fails to pursue the work in a way that endangers performance of this Grant in accordance with its terms.

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

5. NONPERFORMANCE

Failure by Grantee to perform the terms of this Grant constitutes a breach of contract and will result in the termination of the Grant. If a breach by Grantee renders the Grant impossible of performance by Grantee and is caused by circumstances beyond the control of Grantee, and through no fault of Grantee, the Grant will be terminated and Grantor may set off, against any liability or obligations owed to Grantee under this Grant 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. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

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

8. GRANTEE ASSURANCES

Grantee agrees to comply with the applicable assurances set forth in the Grantee Assurances found in Attachment B, which is part of this Grant.

9. AUTHORITY TO CONTRACT

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

10. INDEPENDENT ENTITY

Grantee is an independent entity under this Grant. Grantee, its employees, agents, or representatives are not employees of Grantor 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 Grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee retains sole and absolute discretion in the manner and means of carrying out Grantee's activities and responsibilities under this Grant, except to the extent specified in this Grant.

11. AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the Grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. If Grantee has expended federal funds (when considering all sources) during Grantee's fiscal year at the amount specified in 2 CFR Part 200 Uniform Grant Guidance, which is made a part of this grant by reference here, that CFR must be followed pursuant to the Single Audit Act of 1984, Public Law 98-502; and the Single Audit Act Amendments of 1996, Public Law 104-156.

Additionally, Grantee agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations from the 2 CFR Part 200 Informational Guide.

12. RETENTION OF RECORDS

Grantee agrees to retain records for at least three years following completion of this Grant or, if subject to audit, from the date the audit is completed and closed, whichever occurs later. Program records must be maintained for a period of six years or until an audit is completed and closed, whichever occurs later. All records, regardless of physical form, and the accounting practices and procedures of Grantee relevant to this Grant are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors and Grantee must be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

13. CONTINGENT LIABILITY

During the term of this Grant, and for three years after this Grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this Grant to the extent those claims are disallowed by any federal agency for failure on the part of Grantee to comply with this Grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

14. INDEMNITY

Grantor and Grantee 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 Grant.

15. INSURANCE

- a. Grantee shall secure and keep in force during the term of this Grant, 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 Grantee. The amount of any deductible or self-retention is subject to approval by Grantor.
 - 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 Grantor. The policies shall be in form and terms approved by Grantor.
 - 3) The insurance required in this Grant, 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 Grantor representative.

- 4) The Grantee shall furnish a certificate of insurance to the undersigned Grantor representative prior to commencement of this Grant. 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 Grant is a material breach of contract entitling Grantor to terminate this Grant immediately.

16. NOTICE

Any notice or other communication required under this Grant 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 St. S
Fargo, ND 58103

OR

ND Department of Human Services
Office of Refugee Support Services
600 East Boulevard Ave, Dept. 325
Bismarck, ND 58505-0250

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

17. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

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

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 Grant. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

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

18. SEVERABILITY

If any term of this Grant 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 Grant does not contain the illegal or unenforceable term.

19. APPLICABLE LAW AND VENUE

This Grant is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Grant 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*.

20. ASSIGNMENT

Grantee may not assign this Grant without Grantor's express written consent, provided, however, that Grantee 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 Grant, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be a business or entity with whom Grantor is prohibited from conducting business, Grantor shall have the right to terminate without cause. This Grant is equally binding on the respective parties and their successors and assigns.

21. SPOILIATION – PRESERVATION OF EVIDENCE

Grantee shall promptly notify Grantor of all potential claims that arise or result from this Grant. Grantee 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 Grantor the opportunity to review and inspect the evidence, including the scene of an accident.

22. WORKS FOR HIRE

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

23. WORK PRODUCT, EQUIPMENT, AND MATERIALS

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

24. CONFIDENTIAL INFORMATION

Grantee shall not use or disclose any information it receives from Grantor under this Grant that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Grant or as authorized in advance by Grantor. Grantor shall not disclose any information it receives from Grantee that Grantee has previously identified as confidential and that Grantor determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in N.D.C.C. § 44-04-18. The duty of Grantor and Grantee to maintain confidentiality of information under this section continues beyond the term of this Grant, including any extensions or renewals.

25. COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that, except for disclosures prohibited in this Grant, Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records obtained or generated by Grantee under this Grant, except for records that are confidential under this Grant, may be open to the public upon request under certain circumstances under the North Dakota open records law. Grantee agrees to contact Grantor immediately upon receiving a request for information under the open records law and to comply with Grantor's instructions on how to respond to the request.

26. ATTORNEY FEES

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

27. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

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

28. NONDISCRIMINATION – COMPLIANCE WITH LAWS

Grantee shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Grantee 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. Grantee also shall have and keep current at all times during the term of this Grant all licenses and permits required by law. Grantee's failure to comply with this section may be deemed a material breach by Grantor entitling Grantor to terminate in accordance with the Termination for Cause section of this Grant.

29. DIRECT AND INDIRECT RATES

The terms of this Grant do not provide for an indirect rate. Grantee may claim direct costs provided they are consistent with the 2 CFR Part 200 Informational Guide.

CITY OF FARGO

By Desi Fleming, Director of Public Health Desi Fleming 11/17/21
DATE

By Timothy Mahoney, Mayor, City of Fargo _____
DATE

45-6002069
Grantee's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____
CHRISTOPHER D. JONES
EXECUTIVE DIRECTOR
DATE

By _____
KYLE J. NELSON
CONTRACT OFFICER
Approved for form and content
DATE

GRANTEE ASSURANCES

- A. In connection with furnishing supplies or performing work under this Grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Grant, including the following: Fair Labor Standards Act, the North Dakota Human Rights 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 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, 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.
- B. Unless otherwise authorized by federal law, the charges to be made by Grantee do not include costs financed by federal monies other than those generated by this Grant.
- C. By signing this Grant, Grantee certifies that neither Grantee, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with state or federal government by any department or agency of the state or federal government.
- D. Grantee must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by N.D.C.C. § 54-44.4-09.
- E. Grantee assures that:
 - 1) No Federal funds from this Grant will be paid by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2) If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Grantee Assurances.

ND Department of Human Services 2 CFR Part 200 Informational Guide

The information below is not intended to be all encompassing; however, it is our intent to familiarize you with the **Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards** which can be found at 2 CFR Part 200.

2 CFR Part 200 establishes the administrative rules for federal grants and cooperative agreements and subawards, and cost principles for determining the allowable costs incurred by non-Federal entities under grants and other agreements with the Federal Government.

2 CFR Part 200 includes, but is not limited to, definitions of key terms, outlines financial and program management requirements, property standards, reports and records, grant termination, enforcement, and closeout procedures. It includes instructions on determining allowability of cost, negotiation and approval of indirect cost rates, and outlines selected items of cost, which includes discussions of both allowable and unallowable costs.

We encourage you to visit <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf> and print a copy of **2 CFR Part 200** or refer to it on-line as you continue through this guide. We will be citing specific sections and subparts that will become important to you as you make decisions on how to fund your expenditures. If you do not have access to the Internet, you may contact the Department's Fiscal Administration Division at 701 328-1943 to request a copy of the Code of Federal Regulations.

By becoming familiar with and using the Code of Federal Regulations you will significantly reduce the possibility of expenditures being denied and/or that grant funds would need to be returned to the Department. We also encourage you to contact your Program Administrator or the Contract Monitoring Division at (701) 328-1943 for assistance with questions you may have relating to the use of grant funds.

After you have read this document, we require that you sign and return the enclosed Certification. The Certification form is attached as the last page of this document. Please keep this guide for future reference and return the signed Certification with your contract.

The following information is a brief overview of items to consider as you incur expenditures intended to be reimbursed by the ND Department of Human Services (DHS).

Let's first look at what your organization is required to maintain as support when grant funds are used to cover all or a portion of your expenditures.

2 CFR Part 200 Subpart D §200.300 through §200.309 Identifies several items which must be provided by a subrecipient's Financial Management Systems:

- Financial Reporting: Provide accurate, current, and complete disclosure of the financial results of each federally sponsored project or program.
- Accounting Records: Contain records that identify adequately where the funds came from and how the funds were used for federally sponsored activities.
- Internal Control: Protect all funds, property, and other assets from theft or misuse.
- Budget Control: Comparison of outlays with budget amounts for each award.
- Allowable cost: **Written** procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the conditions of the award.
- Source Documentation: Accounting records must be supported by such source documentation as cancelled checks, paid bills, time and attendance records, contract and subgrant award documents, etc.

Supporting documentation should answer four Critical questions:

What was purchased and/or the purpose?
Who was it purchased from?
When was it purchased?
How much was paid for it?

Ledger sheets, credit card statements, and cancelled checks represent source documentation and often identify who, when, and how much was paid, but they often fail to identify **what** was purchased. Thus none of these items in and of themselves qualify as adequate supporting documentation.

DHS requires that expenditures, submitted for reimbursement, be supported by original receipts.

Travel vouchers need to include, who traveled, the purpose of the travel, and be supported by receipts for hotels and airfare. Your organization's travel reimbursement policies should be in writing and identify whether meals are determined using a per diem or if receipts are required. Mileage reimbursements should identify the rate used and show the calculation of the amount reimbursed.

2 CFR Part 200 Subpart E §200.430 requires that charges to awards for salaries and wages, whether treated as direct costs or indirect costs, be based on documented payrolls ... approved by a responsible official(s) of the governmental unit.

Where employees are expected to work solely on a single Federal Award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employee worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee or supervisory official having first hand knowledge of the work performed by the employee.

Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports such as time sheets. Unless statistical sampling or a substitute system is approved by the cognizant agency the reports must reflect an after-the-fact distribution of the actual activity of each employee. The reports must be completed at least monthly and coincide with one or more pay periods and be signed by the employee.

2 CFR Part 200 §200.333 Retention requirements for records requires supporting documentation to be retained by your organization for a minimum of three years from the date of the last request for reimbursement of the contract period. **§200.336** Allows regulatory agencies, including DHS, timely and unrestricted access to any pertinent supporting documentation.

Next let's take a look at how to determine the allowability of expenditures. Your organization may incur costs that it feels are important to the program; however, that may not be enough to make them allowable for reimbursement with grant funds.

2 CFR Part 200 §200.402 through §200.403 lays out the factors affecting the allowability of costs. Cost must meet the following general criteria:

- Be necessary and reasonable for the proper and efficient performance and administration of Federal awards and be allocable under cost principles.
- Conform to any limitations or exclusions set forth in these principles or in the award as to type or amount of cost items.
- Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization.
- Be consistent with treatment accorded to other federal programs.
- Be determined in accordance with generally accepted accounting principles (GAAP).
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
- Be adequately documented.

2 CFR Part 200 §200.404 through §200.414 further defines the terms:

Reasonable – the cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The cost must be ordinary and necessary for the operation of the organization or the performance of the award. Sound business

practice, arms length bargaining and compliance with state and federal laws must be followed.

Allocable – distributable to a particular cost objective, such as a grant, contract, project, service or other activity, in accordance with the relative benefits received. Any cost allocable to a particular award or to the cost objective under these principles may not be shifted to other federal awards to overcome funding deficiencies, or to avoid restrictions imposed by law or by the terms of the award.

Applicable Credits – receipts or reductions of expenditures, which operate to offset or reduce expense items that are allocable to awards as direct or indirect costs. Typical examples of such transactions are: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing or received by the organization relate to allowable cost, they shall be credited to the Federal Government either as a cost reduction or cash refund, as appropriate.

Under any given award, the reasonableness and allocability of certain items of costs may be difficult to determine. This is particularly true in connection with organizations that receive a majority of their support from federal agencies. In order to avoid subsequent disallowance or dispute based on unreasonableness or nonallocability, it is often desirable to seek a **written** agreement with the cognizant or awarding agency in **advance** of the incurrence of special or unusual costs.

Costs are allocated under two major categories defined as follows:

Direct Costs – are those that can be identified specifically with a particular final cost objective, i.e., a particular award, project, service, or other direct activity of an organization. Typical examples include: Compensation of employees for the time devoted and identified specifically to the performance of the award, training, travel, and specialized equipment specifically required to carry out the award.

Indirect Costs – are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Because of the diverse characteristics and accounting practices of governmental units, it is not possible to specify the types of cost, which may be classified as indirect cost in all situations. However, typical examples of indirect cost may include State/local-wide central service costs, general administration of the grantee department or agency, accounting and personnel services, depreciation or use allowances on buildings and equipment, and the costs of operating and maintaining facilities.

2 CFR Part 200 §200.414 through §200.419 provide the requirements for development and submission of cost allocation plans and indirect cost rate proposals.

All departments or agencies of a governmental unit desiring to claim indirect costs under Federal awards must prepare an indirect cost rate proposal and related documentation to support those cost. A governmental unit for which a cognizant agency assignment has been specifically designated must submit its indirect cost rate proposal to its cognizant agency. The office of Management and Budget (OMB) will periodically publish a list of governmental units identifying the appropriate Federal cognizant agencies. The cognizant agency for all governmental units or agencies not identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. In these cases, a governmental unit must develop an indirect cost proposal in accordance with the requirements of 2 CFR Part 200 and maintain the proposal and related supporting documentation for audit. These governmental units are not required to submit their proposal unless they are specifically requested to do so by the cognizant agency. Where a local government only receives funds as a sub-recipient, the primary recipient will be responsible for negotiating and/or monitoring the sub-recipient's plan.

The ND Department of Human Services (DHS) requires all agencies, for which it provides the largest amount of Federal funds and/or its sub-recipients, to submit their indirect cost proposal for approval.

Each Tribal government desiring reimbursement of indirect cost must submit its indirect cost proposal to the Department of the Interior (its cognizant Federal agency). DHS requires each Tribal government to submit a copy of its negotiated indirect rate agreement to DHS's Contract Monitoring Division.

Indirect cost proposals must be developed and submitted within six months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant Federal agency.

Appendix IV to Part 200 provides for various methods of allocating indirect costs. These include:

The Simplified Allocation Method – Used when an organization's major functions benefit from its indirect costs to approximately the same degree.

The Multiple Allocation Base Method – Used when an organization's indirect costs benefit its major functions in varying degrees.

The Direct Allocation Method – Used when an organization treats all costs as direct except general administration and general expenses.

A nonfederal entity that has a federally negotiated indirect cost rate may apply for a one-time extension of that rate for up to four years. If granted, the nonfederal entity cannot request another review until the extension period ends.

A nonfederal entity that never received a negotiated indirect cost rate has an option to charge a de minimis rate of 10 percent of modified total direct costs indefinitely rather than develop an indirect (F&A) cost proposal. Under this option, the nonfederal entity may avoid the administrative burden of having to develop and document an

indirect (F&A) cost proposal, but may not recover as much indirect (F&A) costs as it would by developing an indirect (F&A) cost rate. If this option is chosen, it must be used for all federal awards until such a time as the nonfederal entity chooses to negotiate a rate.

2 CFR Part 200 §200.420 through §200.475 General Provisions for Selected Items of Cost provides for discussion of 55 “Selected Items of Cost.”

2 CFR Part 200 §200.420 through §200.475 provides principles to be applied in establishing the allowability of certain items of costs and discusses both allowable and unallowable items. Although it is not intended to be all inclusive, it does cover a wide range of topics and will answer many of your questions related to the select items. Below I have listed a summary of the costs that have been specifically identified as being **unallowable**:

- Alcoholic Beverages
- Bad Debts
- Entertainment Cost
- Interest charges and late fees
- Contributions or donations to others
- Fund raising
- Lobbying
- Membership in organizations substantially engaged in lobbying
- Fines and Penalties resulting from violations of, or failure to comply with Federal, State, and local laws and regulations.
- Contingencies or reserves
- Covering losses of other awards

Do not assume that because an item of cost is not listed here that it is automatically allowable. Determination as to allowability in each case should be based on the treatment of 2 CFR Part 200 Cost principles provided for similar or related items of cost.

The Department strongly recommends you read through **all** the “selected items of cost” in 2 CFR Part 200 §200.420 through §200.475.

We finish by highlighting some of the administrative requirements identified in the 2 CFR Part 200 §200.306.

2 CFR Part 200 §200.306 Cost Sharing or Matching.

Contributions, including cash and third party in-kind, shall be accepted as part of the recipient's cost sharing or matching when such contributions meet all of the following:

- Are verifiable from the recipient's records.
- Are not included as contributions for any other federally assisted project or program.

- Are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
- Are allowable under the applicable cost principles of 2 CFR Part 200 §200.420 through §200.475.
- Are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
- Are provided for in the approved budget when required by the Federal-awarding agency.
- Valued and documented to conform to the provisions of 2 CFR Part 200 Subpart D, as applicable.

Volunteer services donated by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for volunteer services shall be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market in which the recipient competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

When an employer, other than the recipient, donates the services of an employee, these services shall be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead cost, **provided these services utilize the same skill for which the employee is normally paid.**

For Example:

If you have a law firm donate a lawyer's time to your organization for legal services, you may record the lawyer's regular rate of pay as an in-kind contribution. However, if you have a lawyer volunteer time to stuff envelopes or perform janitorial services, you would only be able to record an amount equal to the amount it would normally cost your organization to get secretarial or janitorial services.

This section also requires that supporting records for volunteer services be documented and, to the extent feasible, supported by the same methods used by the recipient for its own employees. An example of this would be keeping time sheets. The *basis* for determining the valuation for personal service, material, equipment, buildings and land must also be documented in **writing**.

For further discussion of how to value donated buildings, land, space, supplies, or equipment see **§200.306 (g)-(k)**.

2 CFR Part 200 §200.307 Program Income

Program Income as defined in **§200.80** is gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.

Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally funded projects, the sale of commodities or items fabricated under this contract, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

§200.307(e) states that program income earned during the project period shall be retained by the recipient and, in accordance with Federal awarding agency regulations or the terms and conditions of the award, shall be used in one or more of the ways listed below:

- Deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based.
- Added to funds committed to the project by the Federal awarding agency and recipient and used to further eligible project or program objectives.
- Used to finance the non-Federal share of the project or program.

§200.307(c) notes that taxes, special assessments, levies, fines and other such revenues raised by a grant or subgrantee are not program income unless the revenues are specifically identified in the grant agreement or federal agency regulation as program income.

2 CFR Part 200 §200.308 Revision of budget and program plans.

Recipients are required to report deviations from budget and program plans, and request prior approvals for budget and program plan revisions, in accordance with this section. Recipients shall request prior **written** approvals from the awarding agency for one or more of the following program or budget related reasons.

- Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
- Change in a key person specified in the application or award document.
- The need to extend the period of availability of funds.
- The need for additional Federal funding.
- The transfer of fund or budgeted amounts from nonconstruction to construction projects or vice versa.
- The inclusion, unless waived by the Federal awarding agency, of costs that require prior approval in accordance with 2 CFR Part 200.
- The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
- Contracting out, subgranting (if authorized by law), or transferring work to a third party to perform activities which are central to the purpose of the award. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

2 CFR Part 200 §200.313 Equipment.

“Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

Subject to the obligations and conditions set forth in §200.313, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

A state will use, manage and dispose of equipment acquired under a grant by the state in accordance with state laws and procedures. All other grantees and subgrantees for which equipment vest in the recipient, shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds and shall not encumber the property without approval of the Federal awarding agency. When no longer needed for the original project or program, the recipient shall use the equipment in connection with its other federally sponsored activities, in the following order of priority:

- Activities sponsored by the Federal awarding agency which funded the original project, then;
- Activities sponsored by other Federal awarding agencies.

When acquiring replacement equipment, the recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Federal-awarding agency.

In the event a grantee or subgrantee is provided federally owned equipment title will remain vested in the federal government. Grantees will manage the equipment in accordance with federal agency rules and when the equipment is no longer needed the grantee will request disposition instructions from the federal agency.

2 CFR Part 200 §200.343 Closeout.

Recipients shall submit, within 90 calendar days after the date of completion of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Federal-awarding agency may approve extensions when requested by the recipient.

Please complete the Certification of the OMB Circular Informational Guide form on the following page and return it with your contract.

Certification of the 2 CFR Part 200 Informational Guide

In the past year has your organization had a change in key personnel or changed your financial computer system.


Yes No

If yes, please explain _____

I certify that my designee or I have read the 2 CFR Part 200 Informational Guide provided by the Department and I am aware that 2 CFR Part 200 has been attached by reference and made a part of our contract.

I certify that the person(s) responsible for authorizing, expending, or accounting for grant funds will be provided access to the circulars and made aware that they are required to abide by them.

I certify that if my organization/agency expends \$750,000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements of 2 CFR Part 200 Subpart F –Audit Requirements will be met and a **copy of the "Reporting Package" will be submitted to the Department** as stated in Section 8 of the contract, and if requested, any management letters issued by the auditor.

Name and Title: Desi Fleming, Director of Public Health	
Company/Organization: Fargo Cass Public Health	Contract #: #355-12463
Signature: 	Date: 11/17/2021
Instructions: The individual responsible for signing the contract must complete and sign this certificate. Detach and return the completed Certification with your signed contract.	



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

21



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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 17, 2021

**RE: NOTICE OF GRANT AWARD AMENDMENT TO TITLE X
FAMILY PLANNING PROGRAM FOR ADDITIONAL FUNDS OF
\$7,500, G19.1240A CFDA 93.217**

This is a request to approve the grant with North Dakota Department of Health's amendment to G19.1240A for Title X Family Planning – Services. The amendment will provide additional \$2,500 to support expanding Family Planning Services and \$5,000 to support the FPAR 2.0 transition.

No budget adjustments are needed.

If you have questions please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the grant award amendment from North Dakota Department of Health.

DF/lls
Enclosure



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

Grant Number G19.1240A	CFDA Name Family Planning – Services	CFDA Number 93.217	
FAIN Number FPHPA006472	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2021	Grant End Date 3/31/2022
Federal Award Date 03/26/2021	Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program Title X Family Planning Program	North Dakota Department of Health (NDDoH) Project Code 4551 HLH 5112 01		
Grantee Name Fargo Cass Public Health	Project Director Cora Rabenberg		
Address 1240 25 th Street S	Address 600 E. Boulevard Ave., Dept. 301		
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200		
Contact Name Desi Fleming	Contact Name Cora Rabenberg		
Telephone Number 701-241-1360	Telephone Number 701-328-4535		
Email Address dfleming@fargond.gov	Email Address crabenberg@nd.gov		

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$7,500	\$0	\$7,500
Previous Funds Awarded	\$214,888	\$0	\$214,888
Total Funds Awarded	\$222,388	\$0	\$222,388
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service
 This amendment provides additional funding of \$2,500 to support the expanding provision of Title X family planning services and \$5,000 to support the FPAR 2.0 transition. All other scope of service requirements of the original agreement remain the same.

Reporting Requirements
 All reporting requirements of the original agreement remain the same.

Special Conditions
 Not applicable.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Fiscal Services Use Only: Requirements Received; Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 11/17/21	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming/Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Director, Division of Family Health and Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney/Mayor, City of Fargo		Typed Name/Title of Authorized Representative 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.



(22)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 22, 2021

**RE: SPONSORSHIP PACKAGE WITH FARGO-MOORHEAD
REDHAWKS PROVIDING ADVERTISEMENT FOR THE
IMMUNIZATION PROGRAM DURING 2022 SEASON FOR THE
COST OF \$20,000**

The attached sponsorship package with the Fargo-Moorhead RedHawks which costs \$20,000 for the 2022 season is for advertising Fargo Cass Public Health's immunization program on the backlit outfield sign, video board advertisement and RedHawks radio ads. The cost is covered by a grant.

If you have any questions, please contact Desi Fleming, 241.1380

Recommended Motion:

Approve sponsorship package with the Fargo-Moorhead RedHawks.

DF/ls
Attachment



FARGO-MOORHEAD REDHAWKS
1515 15TH AVENUE NORTH FARGO, ND 58102
PHONE: (701) 235-6161 FAX: (701) 297-9247

Fargo Cass Public Health and the Fargo-Moorhead RedHawks – 2022

The Fargo-Moorhead RedHawks propose the following sponsorship package for the 2022 RedHawks season:

Fargo Cass Public Health Receives:

➤ **RedHawks Scoreboard Backlit Outfield Sign**

Receive a 9ft by 9ft LED backlit scoreboard sign in left center field at Newman Outdoor Field! This highly visible, full-color LED backlit sign is often captured in print and television media from RedHawks games and other events at Newman Outdoor Field. This backlit sign is up for all baseball games and events held at the field year-round. Included with this sign, receive a :30 video ad played during our pre-game and post-game video reel.

➤ **Video Board Advertisement**

One (1) :30 video to be played during a 3rd inning segment at all 2022 RedHawks home games.

➤ **RedHawks Radio Ads**

Two (2) :30 commercials during all broadcasts on 740 The Fan (100-Regular season games plus any possible playoff games).

Total Cash Investment by Fargo Cass Public Health:

2022: \$20,000

***First right of refusal for the scoreboard sign will be due by Monday, January 2, 2023.**

If the above is agreeable to the Fargo Cass Public Health, then please indicate your acceptance by signing below. The RedHawks appreciate your sponsorship and look forward to working with you for the upcoming season.

Karl Hoium Date
Fargo-Moorhead RedHawks

Desi Fleming 11/22/21

Desi Fleming Date
Director of Fargo Cass Public Health

Timothy J. Mahoney Date
Mayor, City of Fargo



23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 23, 2021

**RE: AGREEMENT WITH WEST FARGO PUBLIC SCHOOLS DISTRICT
FOR PROVIDING FOUR SCHOOL FACULTY TOBACCO
PREVENTION COORDINATORS FOR \$6,000 (\$1,500 PER
COORDINATOR) UNTIL APRIL 30, 2022**

The attached agreement is with West Fargo Public Schools District for providing four school faculty tobacco prevention coordinators to assist Fargo Cass Public Health in their goal of tobacco use prevention. Fargo Cass Public Health received grant funds for the promotion of Tobacco Control Programs that will be used to fund this agreement.

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

Suggested Motion: Move to approve the agreement with West Fargo Public School District.

DF/lls
Enclosure

AGREEMENT FOR SCHOOL FACULTY TOBACCO PREVENTION COORDINATOR

This Agreement, made by and between the West Fargo Public Schools District (hereinafter "WFPS") and the city of Fargo, a North Dakota municipal corporation, by and through Fargo Cass Public Health, a department of the city of Fargo (hereinafter collectively "FCPH").

Recitals

1. FCPH has received grant funds for the promotion of Tobacco Control Programs. Funded activities must be based on the CDC Best Practices for Comprehensive Tobacco Control Programs 2014 and be included in the North Dakota Comprehensive Tobacco Prevention and Control State Plan ("TCP").
2. FCPH's TCP uses CDC Best Practice activities to work on during the fiscal year for each appropriate goal area. The four goal areas of the State Plan (and therefore, FCPH's) include:
 1. Preventing the Initiation of Tobacco Use among Youth and Young Adults;
 2. Eliminating Exposure to Secondhand Smoke;
 3. Promote Quitting Tobacco Use; and
 4. Building Capacity and Infrastructure to Implement a Comprehensive Evidence-Based Tobacco Prevention and Control Program.
3. WFPS and FCPH wish to work together to employ the grant funds to their best use by working with qualified, trained faculty tobacco prevention coordinators to provide the programs most likely to serve the stated goals.

Agreement

Now therefore, for good and valuable consideration hereby acknowledged, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** This agreement shall begin September 1, 2021 and end April 30, 2022. This agreement may be terminated with or without cause upon thirty (30) days written notice.
2. **SCOPE OF SERVICE:** WFPS agrees to provide up to four school faculty tobacco prevention coordinators (hereinafter WFPS Coordinator).
3. **COMPENSATION:** FCPH agrees to provide the funding for up to four professional school faculty tobacco prevention coordinators provided by WFPS. The total sum not to exceed the amount of **\$6,000.00 (\$1,500/coordinator)** for the services referenced in the Scope of Services, during the term of this agreement. FCPH's funding of the positions does not create an employment relationship between the coordinators and FCPH.
 - A. FCPH reserves the right to discontinue its association with any coordinator found to be in violation of any terms.

4. PROGRESS REPORTS: WFPS agrees to provide two financial/progress reports which shall be submitted to FCPH.
5. SCHOOL COORDINATOR DUTIES: The school faculty tobacco prevention coordinator agrees to:
 - A. Attend (2) School Faculty Tobacco Prevention Coordinator meetings.
 - B. Complete (2) progress reports in their entirety and send to the Tobacco Prevention Specialist by December 8, 2021 and April 30, 2022.
 - C. Participate in and attend not less than two (2) youth-led special project(s) as determined by Fargo Cass Public Health (choose from the list provided).
 - D. Attend the Break Free Youth Action Summit with at least 4 students.
6. DEVELOPMENT AND ACTIVITIES: Initial time will be spent on finding youth interested in being part of a tobacco prevention youth board (Break Free Board) and meeting with youth to discuss the Youth Led special projects that are centered around tobacco prevention holidays. These projects should be focused around opportunities for action within the school and/or community and may include:
 - A. Red Ribbon Week (October 23 – 31, 2021).
 - B. Great American Smokeout (November 18, 2021 –third Thursday of November).
 - C. Great American Spit Out (February 24, 2022).
 - D. Take Down Tobacco: National Day of Action (April 1, 2022).
 - E. World No Tobacco Day (May 31, 2022).
7. LICENSE AND COPYRIGHT: FCPH reserves the right to copy, use, reproduce or otherwise disseminate any materials that may be developed by the WFPS Coordinator while conducting tobacco prevention and control work. Further, WFPS Coordinator hereby grants a license to FCPH for the unrestricted use of images of the materials developed by the WFPS Coordinator, including in any media forum, postings, display, or reproduction for any purpose, including, without limitation, the purposes of promotion or any commercial or non-commercial purpose.
8. INDEMNITY: FCPH and WFPS each agrees to assume its 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.
9. ENTIRE AGREEMENT. This Agreement 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 Agreement and no

waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

10. **AMENDMENTS.** No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
11. **NO FORBEARANCE.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
12. **SEVERABILITY.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
13. **FORCE MAJEURE.** Neither party shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, fire), war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such circumstance occurs, the party claiming the delay shall undertake reasonable action to notify the other party of the same.
14. **REMEDIES.** Except as expressly and specifically stated otherwise, nothing the remedies and rights of the parties under and pursuant to this Agreement.
15. **BINDING EFFECT.** All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.
16. **GOVERNING LAW.** This Agreement 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 Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
17. **RULES OF CONSTRUCTION.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any

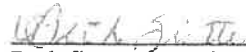
ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

- 18. **POWER TO EXECUTE AGREEMENT.** Each individual executing this Agreement, on behalf of one of the parties, represents that they are duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.
- 19. **HEADINGS.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
- 20. **EFFECTIVE DATE.** The effective date of this Agreement is the date of final signature by the undersigned entities.

Fargo Cass Public Health

West Fargo Public Schools District

Timothy J. Mahoney, Mayor, City of Fargo



Beth Slette, Superintendent

Dated: _____

Dated: **10/25/2021**



Desi Fleming, Director of Public Health


Dated: **11/23/21**



24

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 23, 2021

RE: NOTICE OF GRANT AWARD AMENDMENT FROM NORTH DAKOTA DEPARTMENT OF HEALTH FOR RYAN WHITE PART B PROGRAM FOR ADDITIONAL FUNDS OF \$104,000, G19.1256A CFDA 93.917

This is a request to approve the grant amendment from the North Dakota Department of Health the agreement G19.1256A for Ryan White Part B Program. The amendment will provide additional funds of \$104,000.

No budget adjustments are needed.

If you have questions please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the grant award amendment from North Dakota Department of Health.

DF/lls
Enclosure

**NOTICE OF GRANT AWARD**

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

Grant Number G19.1256A	CFDA Name HIV Care Formula Grants		CFDA Number 93.917
FAIN Number X07HA00043-31	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/12/2021	Grant End Date 3/31/2022
Federal Award Date 03/18/2021	Federal Awarding Agency Health Resources Services Administration (HRSA)		
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 Ryan White Part B Program	North Dakota Department of Health (NDDoH) Project Code 2201 HLH5432-09 \$104,000		
Grantee Name Fargo Cass Public Health	Project Director Lindsey VanderBusch		
Address 1240 25th St S	Address 600 E Boulevard Ave, Dept 301		
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505		
Contact Name Larry Anenson	Contact Name Lindsey VanderBusch		
Telephone Number 701-241-1360	Telephone Number 701.328.4555		
Email Address LAnenson@FargoND.gov	Email Address lvanderbusch@nd.gov		
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$104,000	\$0	\$104,000
Previous Funds Awarded	\$125,000	\$0	\$125,000
Total Funds Awarded	\$229,000	\$0	\$229,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input checked="" type="checkbox"/> Negotiated/Approved rate of 10 %
Scope of Service The amendment provides additional funding in the amount of \$104,000 for the continued support of the Ryan White Part B Program as noted in the original agreement. All other scope of service requirements remain the same.			
Reporting Requirements All reporting requirements of the original agreement remain the same.			
Special Conditions All special conditions of the original agreement remain the same.			
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, 2019 to June 30, 2021 [Fiscal Services Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 11/23/2021	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, Director Division of Sexually Transmitted and Bloodborne Diseases	
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.			

(25)

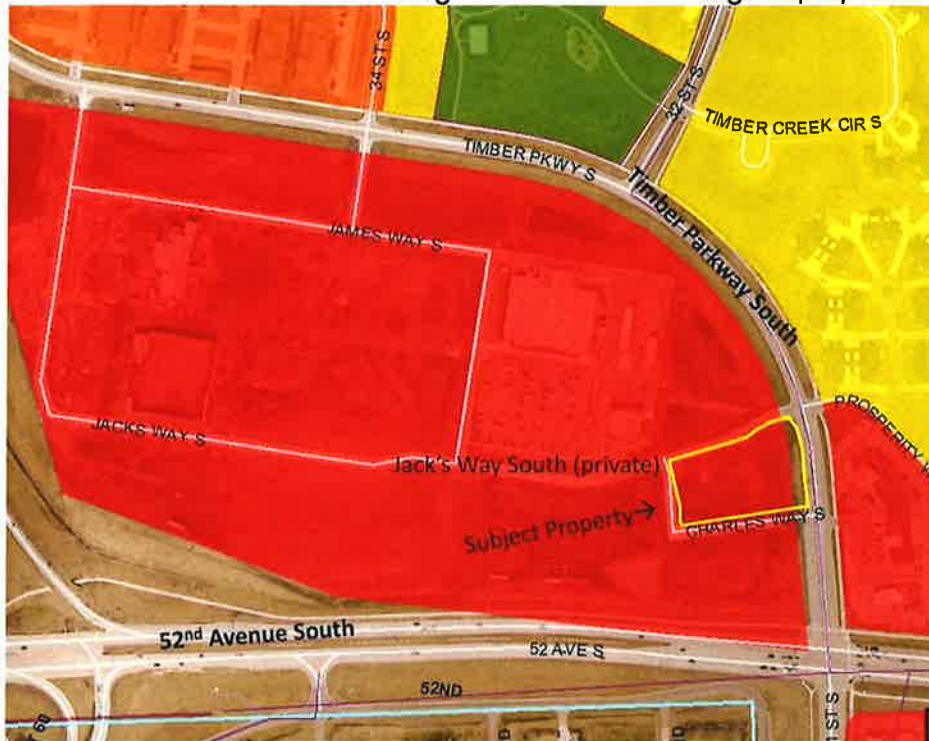
City of Fargo Staff Report			
Title:	Timber Parkway Seventh Addition	Date:	10/27/2021
		Update:	11/24/2021
Location:	5056 Charles Way South	Staff Contact:	Donald Kress
Legal Description:	Lot 1, Block 1, Timber Parkway Fifth Addition		
Owner(s)/Applicant:	PLC Investments, LLC/Chris Mack	Engineer:	Bolton & Menk
Entitlements Requested:	Minor Subdivision (Replat of Lot 1, Block 1, Timber Parkway Fifth Addition)		
Status:	City Commission Public Hearing: November 29th, 2021		

Existing	Proposed
Land Use: Undeveloped	Land Use: Commercial
Zoning: GC, General Commercial, with C-O, Conditional Overlay	Zoning: Unchanged
Uses Allowed: colleges, community service, daycare centers of unlimited size, detention facilities , health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers , offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair , limited vehicle service, aviation, surface transportation , and major entertainment events. Conditional Overlay No. 4908 prohibits certain uses	Uses Allowed: Unchanged
Maximum Building Coverage Allowed: 85%	Maximum Building Coverage Allowed: Unchanged

Proposal:
<p>The applicant is seeking approval of a minor subdivision to accommodate future commercial development of the subject property. The proposed minor subdivision, entitled <i>Timber Parkway Seventh Addition</i> would subdivide one existing lot into two new lots. The subdivision also would formally name the adjacent private drive as Jack's Way South for addressing and wayfinding purposes.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: GC; retail sales uses and undeveloped • East: GC; east across Timber Parkway South are retail sales uses • South: GC; undeveloped • West: GC; retail sales and service uses (restaurant) under development <p>(continued on next page)</p>

Area Plans:

The subject property is located within the study area of the 2001 Growth Plan for the Urban Fringe and Extraterritorial Area of the City of Fargo, within an area identified as future commercial on the future land use map, as amended. The existing zoning district of GC, General Commercial, is consistent with this land use designation. No zone change is proposed.



- Commercial
- Commercial or Medium/High Density
- Commercial or Medium/High or Park/Open Space
- Commercial or Park/Open Space
- Either Industrial or Commercial
- Either Office or Commercial
- Either Office or Medium/High Density Residential
- Industrial
- Low/Medium Density Residential
- Low/Medium Density or Medium/High Density
- Medium/High Density Residential
- Medium/High Density or Park/Open Space
- Office
- Office or Commercial or Medium/High Density
- Park/Open Space
- Public
- Public or Commercial
- Public or Low/Medium Density
- Public or Office
- Storm Water

Schools and Parks:

Schools: The subject property is located within the Fargo School District and is served by Centennial Elementary, Discovery Middle, and Davies High schools.

Neighborhood: The subject property is located within the Centennial neighborhood.

Parks: Timber Creek Park, located at 3300 47th Ave S, is approximately 0.2 mile north of the subject property and offers the amenities of a playground, basketball court, and picnic shelter. Meadow Creek Park, located at 4800 Meadow Creek Drive, is approximately one-half mile east of the subject property and offers a multi-purpose field.

Pedestrian / Bicycle: An off-road multi-use trail is within the 52nd Avenue South right of way, which is a component of the metro area bikeways system, is located approximately 300 feet south of the subject property.

Staff Analysis:

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The subject property is within the area designated as future commercial within the amended future land use map for the 2001 Growth Plan. The subject property is currently within the GC, General Commercial, zoning district, which is consistent with the future land use designation. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any communication regarding this project. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: “To accept the findings and recommendations of the Planning Commission and staff and approve the proposed subdivision plat, **Timber Parkway Seventh Addition**, as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code”.

Planning Commission Recommendation: November 2nd, 2021

At the November 2nd, 2021 Planning Commission meeting, by a vote of 6-0 with two Commissioners absent and three Commission seats vacant, that Commission moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Timber Parkway Seventh Addition**, as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code.”

Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Plat (Minor)

Timber Parkway Seventh Addition

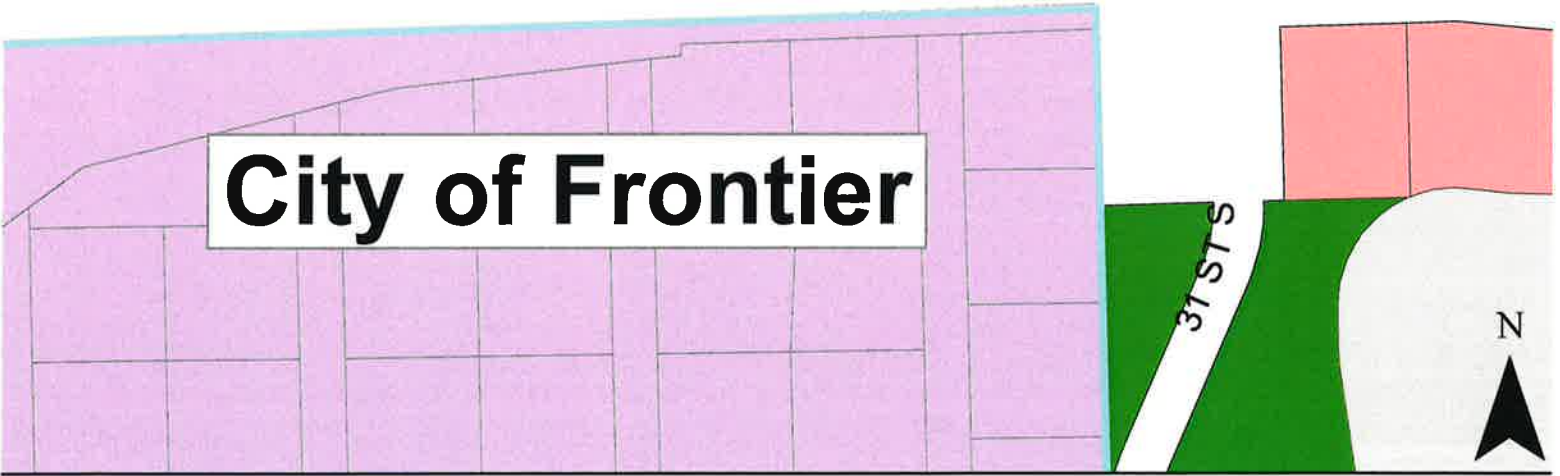
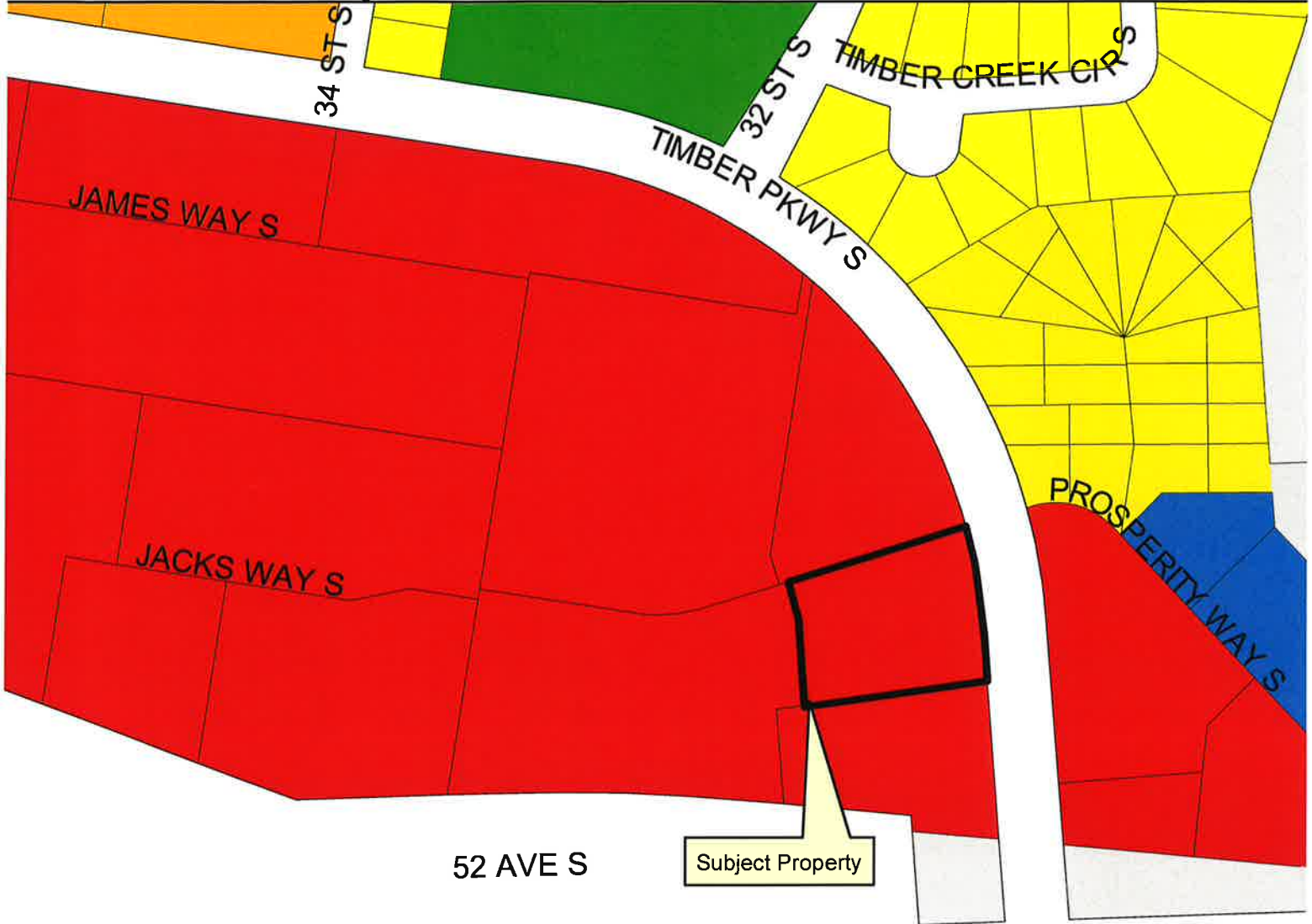
5056 Charles Way S



Plat (Minor)

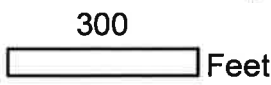
Timber Parkway Seventh Addition

5056 Charles Way S



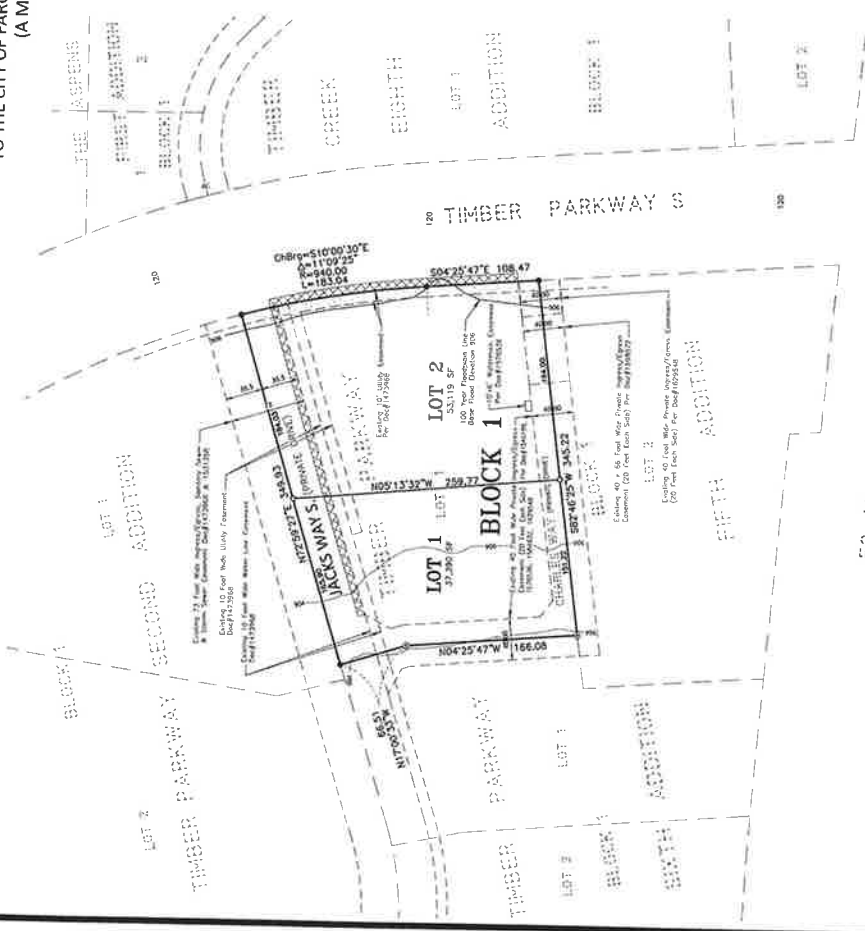
Legend

- AG
- LC
- MHP
- SSS
- GG
- MR-1
- PNC
- SSS-2
- GO
- MR-2
- UMU
- SSS-3
- MR-3
- City Limits



TIMBER PARKWAY SEVENTH ADDITION

A REPLAT OF LOT 1, BLOCK 1 OF TIMBER PARKWAY FIFTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)



52 AVENUE SOUTH

- LEGEND**
- LOT 1 (SEE PLAN) MEASUREMENT SET
 - LOT 2 (SEE PLAN) MEASUREMENT SET
 - LOT 3 (SEE PLAN) MEASUREMENT SET
 - LOT 4 (SEE PLAN) MEASUREMENT SET
 - LOT 5 (SEE PLAN) MEASUREMENT SET
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SCALE IN FEET
0 20 40 60 80 100



PREPARED BY
BOLTON & MENK

OWNERS DESCRIPTION AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS, That PLC Investment LLC, a North Dakota Limited Liability Company, owner, and First International Bank and Trust, mortgagee of the following described land:
 Lot 1, Block 1, 147 TIMBER PARKWAY FIFTH ADDITION, to the City of Fargo according to the recorded plat thereof on file in the office of the County Recorder, Cass County, North Dakota.
 Said parcel contains 90,590 square feet of land, more or less and is subject to all easements, restrictions, covenants and rights of way of record, if any.

Said owners have caused the above described parcels to be surveyed and plotted as "TIMBER PARKWAY SEVENTH ADDITION" to the City of Fargo, North Dakota and do hereby dedicate said Way 5, (Private Drive also shown as 73 Feet Wide Internal Egress, Sanitary Sewer & Storm Sewer Easement as shown on this plat for the purpose so stated.

OWNER:
 PLC Investment LLC
 Mr. Kevin Christensen, President
 State of North Dakota }
 County of Cass }
 On this 25th day of October, 2021, before me, personally appeared Kevin Christensen, President, PLC Investment LLC, a North Dakota Limited Liability Company, who is described in and who executed this within instrument, and acknowledged to me that he executed this on behalf of PLC Investment LLC.
 Notary Public
 NED LAMON
 State of North Dakota }
 County of Cass }

MORTGEE HOLDER:
 First International Bank & Trust
 Mr. Brian Hagen, Loan Market President
 State of North Dakota }
 County of Cass }
 On this 25th day of October, 2021, before me, personally appeared Brian Hagen, Loan Market President, First International Bank & Trust, known to me to be the person who is described in and who executed this within instrument, and acknowledged to me that he executed this on behalf of First International Bank & Trust.
 Notary Public
 NED LAMON
 State of North Dakota }
 County of Cass }

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT
 I, Greg Striving, Registered Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that the above described parcels are correctly represented in the plat, that all distances shown are correct and that the corners and boundaries are correctly shown and are placed in the ground as they are shown on the plat and that the outside boundary lines are correctly depicted on the plat.
 Dated: 10/25/21
 Greg Striving
 State of North Dakota }
 County of Cass }
 On this 25th day of October, 2021, before me, a Notary Public, within and for said County and State, personally appeared Greg Striving, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed this within instrument, and acknowledged to me that he executed this on behalf of the State of North Dakota.
 Notary Public
 NED LAMON
 State of North Dakota }
 County of Cass }



CITY OF FARGO PLANNING COMMISSION APPROVAL
 Approved by the City of Fargo Planning Commission this 22nd day of October, 2021.
 Mayor Alexander, Planning Commission Chair
 State of North Dakota }
 County of Cass }
 On this 22nd day of October, 2021, before me, a Notary Public, within and for said County and State, personally appeared Mayor Alexander, Planning Commission Chair, known to me to be the person who is described in and who executed this within instrument, and acknowledged to me that he executed this on behalf of the Fargo Planning Commission.
 Notary Public
 NED LAMON
 State of North Dakota }
 County of Cass }

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL
 Approved by City Engineer this 22nd day of October, 2021.
 Brenda E. Davis, City Engineer
 State of North Dakota }
 County of Cass }
 On this 22nd day of October, 2021, before me, a Notary Public, within and for said County and State, personally appeared Brenda E. Davis, City Engineer, known to me to be the person who is described in and who executed this within instrument, and acknowledged to me that he executed this on behalf of the City of Fargo.
 Notary Public
 NED LAMON
 State of North Dakota }
 County of Cass }

FARGO CITY COMMISSION APPROVAL
 Approved by the Board of City Commissioners and ordered filed this 22nd day of October, 2021.
 Timothy J. Maloney, Mayor
 State of North Dakota }
 County of Cass }
 On this 22nd day of October, 2021, before me, a Notary Public, within and for said County and State, personally appeared Timothy J. Maloney, Mayor, and Steven Sargent, City Clerk, known to me to be the persons who are described in and who executed this within instrument, and acknowledged to me that they executed this on behalf of the City of Fargo.
 Notary Public
 NED LAMON
 State of North Dakota }
 County of Cass }



26

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 23, 2021

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

RE: 2022 Combination Sewer Cleaner Truck Purchase (PBC122017-FSC-2)

Commissioners:

A cost evaluation process was started in 2021 for the purchase of a new Combination Sewer Cleaner Truck. Multiple vendors were contacted and proposals evaluated. It was determined that utilizing a purchasing consortium was the best solution for the purchase. The Sourcewell Purchasing agency has contract number 122017-FCS-2 (Combination Sewer Cleaners, Catch Basin Cleaners and Water Jetters) available that meets all of the City of Fargo purchasing guidelines.

The review committee, consisting of Ben Dow 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 Sanitation Products of Fargo using the Sourcewell Buying contract. A 5-year lease will be procured at the time the vehicle is delivered to the City of Fargo. Funding for this project is included in the 2022 Waste Water Utility Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Vactor Combination Sewer Cleaner Truck thru Sourcewell for the total amount of \$574,467.00. A 5-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

Snow Removal
Street Maintenance
Right of Way Maintenance

Sanitary & Storm
Sewer Maintenance
Street Name Sign Maintenance

Fleet Management
Meters Readings,
Installations & Maintenance

Urban Forestry
Water Service/Hydrants
& Watermain Maintenance





Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

**FARGO, ND
203 MAIN AVE
Fargo, ND 58102
US**

Sourcewell Contract # 122017-FSC-2

**Brian Scheffler
Tel: 701 318-5947**

Chassis Source - Customer Supplied
 Module Paint Match Cab - No
 Module Paint Color - Yellow
 Module Paint Color Code - Axalta N1014EX
 Cab Color - White
 Cab Color Code - L0006EY WHITE ELITE
 Door Stripe Color - None
 Chassis Year - 2023
 Chassis Make - FREIGHTLINER
 Chassis Model - 114 6X4 SBA
 Chassis Axle - Tandem
 Certified Unit Weight Required - No

Chassis Note: None

Factory Total:	\$452,085.00
Freightliner 114 SD	<u>\$122,382.00</u>
	\$574,467.00

Price valid for 30 Days from date of 11/19/2021

Product Model: 2100PLUS
 Product Model: 2100PLUS
 Proposal Date: 11/19/2021
 Quote Number: 2021-42769
 Price List Date: 3/1/2021
 P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

_____ Date: _____

November 22, 2021

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

RE: Contract Piggyback with Haworth, Inc. for Public Works West Administration Office
Furniture Fit-up (PBC21082).

Commissioners:

As the lead furniture manufacturer for the Fargo City Hall project, Haworth has a history of strong performance in quality, service and repair with the City. The City Hall project involved a full RFP process which arrived at Haworth (and its local supplier, Christianson's Business Furniture) being the lead manufacturer of City Hall furniture due to its quality, pricing and service.

Haworth/Christianson's has offered other City departments the ability to piggyback on the competitive pricing secured through the large City Hall project. At this point, Public Works would also like to take advantage of this competitive pricing as we are preparing to move the Public Works Administration offices over to the Public Works West Building (Old Border States Electric IT Building).

On November 22, the Finance Committee reviewed and approved the piggyback of the Haworth contract for the fit-up of the Public Works West Administrative Offices.

RECOMMENDED MOTION: Using contract piggybacking (PBC21082) as provided for in the City of Fargo Purchasing Policy, I/we hereby move to authorize the piggyback of the Haworth contract agreement 81714 with Christianson's Business Furniture.

Respectfully submitted,



Ben Dow
Director of Public Works



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Christiansons Business Furniture/Haworth

Estimated Dollar Amount of Purchase:

250,000.00

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

Up fit Border States Electric IT Building with office furniture so Public Works can move its Administrative Offices from the 2nd floor of the Central Garage Facility to the city owned Border States IT Building.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Reduced pricing agreement with Haworth that was used in conjunction with the Communication & Governmental Affairs office fit up.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

Contract vetted through Gregg Schildberger for Communication & Governmental Affairs office fit up

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

Contract vetted through Gregg Schildberger for Communication & Governmental Affairs office fit up

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

SSP21082
Finance Committee Approved 3/29/2021
City Commission Approved 4/5/2021

Agreement 81714
Haworth contract with Christianson's

Signature: Benjamin Dow
Digitally signed by Benjamin Dow
DN: cn=Benjamin Dow, o=City of Fargo,
ou=Public Works,
email=bdow@FargoND.gov, c=US
Date: 2021.11.16 16:37:16 -0600
(Requestor)

Printed Name: Benjamin Dow

Department: Public Works

Title: Director

Date: 11/16/2021

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

BJD (Requestor initials)

PURCHASE AGREEMENT

81714

THIS AGREEMENT between **CITY OF FARGO** (Buyer), and **HAWORTH® INC.**, (Seller) will commence the 6th day of April 2021 and expire on the 31st day of March 2025. Buyer's subsidiaries and/or affiliates may also elect to purchase under this Agreement. Upon mutual agreement of both Buyer and Seller, this contract may be renewed for one twelve-month period after the original contract terms have expired. It may be terminated upon 60 days written notice to the other party. This Agreement will apply to all orders received prior to the effective date of termination. This Agreement takes precedence over any other Agreement between Buyer and Seller including Buyer's Purchase Order. It may not be modified unless mutually agreed upon in writing between Buyer and Seller.

The Buyer and Seller mutually understand that independent third party service providers may be employed by Buyer from time to time. These third party services providers may be general contractors, design and furniture consultants, facilities and asset management companies, or affiliates. Seller agrees to provide these service providers with all the materials within its control to allow the independent service provider to perform its duties. Buyer agrees that the terms of this agreement will not be renegotiated by the retained independent service provider, and will comply with all the terms and conditions contained within this agreement, including payment terms.

Buyer recognizes Seller as the preferred vendor for all applicable products available from Seller to meet its office furnishings requirements over the duration of this contract. This commitment shall also apply to new product acquisitions and/or introductions, with the pricing of those products to be determined at the time of introduction.

- Buyer's prices for products on a single purchase order will be determined by applying the discounts specified in Attachment A to Seller's list prices in effect at the time of Seller's receipt of purchase order. Shipment must occur within 120 days of purchase order acceptance.
- Quotes will be honored for a maximum limit of two years. The start date of the two-year period is the original quote creation date. The discounting and list pricing for the quote are what will be honored. For any revisions done to the original quote, the start time of the two-year hold period will be reset to match the date of the quote revision. Current list pricing at the time of the revision will apply.
- Seller will provide sixty-day advance notice to Buyer prior to the effective date of any price adjustments to published catalogs.
- Purchase orders must be issued to Seller, in care of Preferred Haworth Dealer or Authorized Haworth Dealer or to Haworth Authorized Dealer.
- Payment terms are net thirty (30) days from invoice date. Past due amounts will accrue a finance charge of 1½% per month. If circumstances do not warrant open-account credit, other payment terms will be applied.
- Seller will invoice Buyer electronically to the e-mail address provided in the "Notices" section of this Agreement or other e-mail addresses as provided.
- Seller's list prices do not include sales, use or similar taxes. Buyer is responsible to remit to Seller all such taxes when invoiced. A tax exemption certificate (if applicable) must be on file with Seller prior to product shipment.

- Deliveries will be C.P.T. Seller's facility for continental U.S. locations, C.I.F. destination port for non-continental U.S. locations, D.D.P destination for orders shipping to Canada, and D.A.P. for Mexico.
- Requests for order changes or cancellations must be in writing to Seller and are subject to Seller's approval. If approved, Seller will make charges according to published policy.
- Seller's standard North American Life-Time Warranty will apply.
- Seller will provide furniture layout design, assembly, or installation services, through an authorized dealer, on a separately negotiated contract basis. Buyer agrees to utilize Haworth Dealers or their Certified Installers to install Haworth office furniture products.
- If Buyer does not accept delivery of product that conforms to Buyer's purchase order, Seller may store product and Buyer will reimburse Seller for all storage charges at cost.
- This contract will be linked directly to the Omnia Multiple Award contract number 80435.

Export Compliance.

- Customer agrees that it shall be responsible for being knowledgeable as to all laws, regulations, and requirements of the United States and all other countries and jurisdictions regarding the export, re-export, sale, resale, shipment, transfer, diversion, release, or import (collectively, "**Trade Laws**") of Haworth products, good, and other items furnished hereunder (whether tangible or intangible, including without limitation commodities and technical data) (collectively, "**Goods**").
- Customer acknowledges that Trade Laws include (but are not limited to), and that some or all of the Goods may be subject to export controls and sanctions under, the United States Export Administration Regulations and regulations of the United States Office of Foreign Assets Controls ("**OFAC**").
- Customer agrees that it will not, and that it will cause its subsidiaries and other affiliates to not, directly or indirectly, export, re-export, sell, resell, ship, transfer, divert, release, or import, or cause to be exported, re-exported, sold, resold, shipped, transferred, diverted, released, or imported, any Goods to any country, end-use, or end-user that requires an export license, authorization, or other approval under any applicable Trade Laws without first obtaining, at its or their own cost, such license, approval, or other authorization.
- Customer acknowledges that end-users and end-uses that may require such export license or other approval include, without limitation, (i) any person, entity, organization, or other party identified on the United States Department of Commerce's Denied Persons or Entity List, the United States Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the United States Department of State's Debarred Parties List, each as published and revised from time to time, and (ii) any end-use involving nuclear applications, chemical/biological weapons or missile, rocket systems, or unmanned air vehicle applications.
- Customer agrees to abide by, and to cause its subsidiaries and other affiliates to abide by, OFAC's regulations on United States trade sanctions and embargoes to the extent applicable. As of the date of this Agreement, OFAC sanctioned and embargoed countries and related regulations are referenced at <http://www.treas.gov/offices/enforcement/ofac/programs/index.shtml>.
- Customer agrees to apply for and obtain, and to cause its subsidiaries and other affiliates to apply for and obtain, and its and their sole cost, all export licenses, approvals, and other authorizations required under any applicable Trade Laws and to furnish a copy of any such license or authorization to Haworth upon request.

- Customer agrees to indemnify, defend, and hold Haworth and its parent companies, subsidiaries, and other affiliates harmless from any and all damages, losses, judgements, penalties, assessments, costs, expenses, and other liabilities (including without limitation costs and expenses of attorneys and other professional advisers) caused by, resulting from, or relating to Customer's failure to comply with any of its covenants, agreements, and obligations in this Section.

- All notices under this Agreement will be given by first class mail, addressed:

a. If to Buyer:
CITY OF FARGO
225 4th St N
Fargo ND 58102

Attention:

b. If to Seller:
HAWORTH, INC.
One Haworth Center
Holland MI 49423

Attention: Business Resource Center Consultant

IN WITNESS WHEREOF, Seller and Buyer have executed this Sales Agreement.

CITY OF FARGO

By 

By 

Its Mayor

Its City Auditor

Date 4/5/21

HAWORTH, INC.

By 

Matthew Corl

Its Manager – Pricing of Contracts

Date 4/8/2021

HAWORTH

ATTACHMENT A
Discount Schedule
CITY OF FARGO
PREFERRED VENDOR

81714 for orders shipping to continental U.S., Canada, and Mexico locations, accessing North American price list

Product Group	Systems and Tables Products	Seating Products	Storage Products	Wood Caseworks & Wood Tables	Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup®, PLACES®, UniGroup® Too					\$1 or More	74%
II Regular Lead Time	Adaptable Components					\$1 or More	80%
III Regular Lead Time	Compose®					\$1 or More	80%
IV Regular Lead Time	PREMISE®					\$1 or More	74%
V Regular Lead Time	Intuity®, Active Components™, Patterns™, Reside® Desking	Cabana Lounge™	A Series®	Suito™		\$1 or More	55%
VI Regular Lead Time		Hello®, ToDo®, Harbor Work Lounge®, Openest®, Poppy™, Riverbend™, Pebble™		Masters Series®		\$1 or More	55%
VII Regular Lead Time	Hop®, Jump®					\$1 or More	58%
VIII Regular Lead Time		Very® Task				\$1 or More	57%
IX Regular Lead Time		Very®				\$1 or More	80%
X Regular Lead Time	Jive®, Swivel™					\$1 or More	58%
XI Regular Lead Time		Maari™				\$1 or More	54.1%
XII Regular Lead Time	Planes®		Compose® Storage			\$1 or More	60%
XIII Regular Lead Time	Belong™ & Jump®stuff Work Tools					\$1 or More	50%
XIV Regular Lead Time	Ergotron					\$1 or More	49.5%

HAWORTH

Product Group	Systems and Tables Products	Seating Products	Storage Products	Wood Casegoods & Wood Tables	Architectural Interiors	List Dollar Value	Customer Discount Product Only
XV Regular Lead Time	Workware®, Technology Products					\$1 or More	57%
XVI Regular Lead Time		Fern®				\$1 or More	53%
XVI Regular Lead Time		Zody®				\$1 or More	60%
XVIII Regular Lead Time		Soji®				\$1 or More	52%
XX Regular Lead Time			X Series® Casegoods, X Series® Peds			\$1 or More	70%
XXI Regular Lead Time		Look®	V Series® Casegoods, Beside®			\$1 or More	65%
XXIII Regular Lead Time		improvi®				\$1 or More	65%
XXIII Regular Lead Time		Cassis™, Candor®, Lively®				\$1 or More	57%
XXIV Regular Lead Time		X99®				\$1 or More	64%
XXV Regular Lead Time					Enclose®, Wall Glass	\$1 or More	57%
XXVI Regular Lead Time	Haworth Collection-Haworth®					\$1 or More	41%
XXVII Regular Lead Time	Haworth Collection Pablo Designs, Haworth Collection-GAN					\$1 or More	10%
XXVIII Regular Lead Time	Haworth® Health Environments, Atwill™					\$1 or More	57.2%
XXIX Regular Lead Time	Haworth Collection - Poltrona Frau®, Cappellini® Cassina®					\$1 or More	15%
XXX Regular Lead Time	JANUS et Cie					\$1 or More	16%
XXXI Regular Lead Time	BuzziSpace					\$1 or More	35%

81714

HAWORTH

Product Group	Systems and Tables Products	Seating Products	Storage Products	Wood Caseworks & Wood Tables	Architectural Interiors	List Dollar Value	Customer Discount Product Only
XXXII Regular Lead Time		Cabana Lounge™				\$1 or More	52.95%
XXXIII Regular Lead Time	Cultivate™					\$1 or More	60.3%

Price List: Current pricing applies.

** Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products, fabric and finishes included in these programs.

- A Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.
- B The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

28

November 29th, 2021

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

RE: RFQ21072 Metro Transit Garage Hoist Replacement Contract Amendment

Dear Commissioners:

The City of Fargo Transit Department is under contract with KLJ for Architecture and Engineering services for the replacement of in-ground hoists and repair of the drive-over service bay at the Metro Transit Garage.

Upon review of the project, we are able to combine a few elements from each task to save on Engineering services. The combination of these tasks results in a reduction of \$7,895.53 in Engineering services. These funds will be allocated towards the construction of the project.

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.

Local share for this project was included in Transit's 2021 budget. Project number F20002 has been assigned.

Attachments: Contract Amendment

Requested Action: Approve and sign contract amendment with KLJ.

Sincerely,



Jordan Smith
Assistant Transit Director, Fleet and Facilities

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 1

Background Data

- a. Effective Date of Engineer-Owner Agreement: June 2021
- b. Engineer: KLJ Engineering, LLC
- c. Owner: City of Fargo
- d. Project: 2104-00561: MTG Pit Repairs & In-Ground Hoist Replacement
- e. This Part of the Project: Revised Scope

Nature of Amendment (check all that apply)

- Additional services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications to payment to Engineer
- Modifications to time(s) for rendering Services

Description of Modifications

KLJ's scope of services have been modified as identified in the Exhibit A.1 attached.

Agreement Summary

- a. Original agreement amount: \$45,716.26
- b. Net change for prior amendments: \$0
- c. This amendment amount: \$(7,895.53)
- d. Adjusted Agreement amount: \$37,820.73

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 14, 2021.

ENGINEER: KLJ Engineering, LLC

OWNER: City of Fargo



By: Mark Anderson

By: Tim Mahoney, MD

Title: Senior Vice President, EPW

Title: Mayor

Date Signed: 11/18/2021

Date Signed: _____



Exhibit A.1
Architectural/Engineering Services
MTG Pit Repairs & In-Ground Hoist Replacement
MTG Design Bid Build
Fargo, ND

Engineer's Services

After completion of the preliminary engineering phase for Task 1 and 2 defined in the original scope of services, MATBUS elected to move forward with Task 1 services only as a result of budgetary constraints. Therefore, Task 2 construction documents, bidding assistance and construction administration services are no longer required and have been omitted from KLJ's scope of services.

KLJ was also asked to provide design services for a waste oil collector as part of Task 2. These design services were provided by MBN Engineering as part of Task 2.

The geotechnical investigation identified in the preliminary engineering phase for Task 1 was not required and has been omitted. The geotechnical engineering services have been modified to include material testing as noted below and will be implemented during the construction administration phase for Task 1.

- I. Task 1: Drive-Over Pit Repairs (Modifications)
 - A. Omit collection of three (3) hand auger borings from scope of services.
 - B. Material Testing
 - 1. Compaction testing for pit infill. Scope includes up to four (4) trips to test compaction.
 - 2. Cast up to four (4) cylinders from four (4) different concrete pours (16 concrete cylinders total). Break one cylinder at 7 days, two at 28 days and hold one in reserve for testing as needed.
 - C. Plan Review Fees
 - 1. City of Fargo plan review fees have been integrated into the current scope of services and engineering fees.
- II. Task 2: In-Ground Hoist Replacement (Modifications)
 - D. Omit original scope for construction documents, bidding assistance and construction administration services for this task.
 - E. Integrate a waste oil collection system into the project. It is anticipated the waste oil collection system will consist of a fabricated metal table with a drain pan and quick connect discharge valve.
 - 1. One site visit to review similar systems installed at Central Garage.
 - 2. Prepare plans, specifications and opinions of cost to accommodate a new waste oil collection system.
- III. Team Responsibilities:
 - A. KLJ – Project Management, bidding assistance, and construction administration
 - B. MBN Engineering – Waste oil collection system design
 - C. Braun Intertec – Material testing



IV. Updated Project Schedule

The project schedule has been modified as noted below.

Contract Execution.....	June 2021
Notice to Proceed	June 29, 2021
Preliminary Engineering	June 29, 2021 – July 17, 2021
50% Submittal	July 30, 2021
95% Submittal	August 27, 2021
Final Construction Documents	September 24, 2021
Advertise for Bid	September 29, 2021
Open Bids	October 27, 2021
Award Contracts.....	November 15, 2021
Construction Administration	December 2021 – March 2022



ENGINEERING FEES

MTG Design Build - Task 2: In-Ground Hoist Replacement (Contract Amendment 1)							
1.	Direct Labor	Hours	X	Rate	=	Project Cost	Total
	Contract Administrator	-1	X	30	=	\$ (30.00)	\$ (30.00)
	Project Assistant II	-4	X	30	=	\$ (120.00)	\$ (120.00)
	Project Manager	-5	X	59	=	\$ (295.00)	\$ (295.00)
	Engineer	-2	X	45	=	\$ (90.00)	\$ (90.00)
	Associate Engineer	-32	X	38	=	\$ (1,216.00)	\$ (1,216.00)
	CAD Technician I	-2	X	25	=	\$ (50.00)	\$ (50.00)
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
			X		=	\$ -	\$ -
	Subtotal				=	\$ (1,801.00)	\$ (1,801.00)
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					185.16%	\$ (3,334.73)
3.	Subcontractor Costs					\$ (4,152.78)	\$ (4,152.78)
4.	Materials and Supplies Costs					\$ -	\$ -
5.	Travel Costs					\$ -	\$ -
6.	Fixed Fee					12%	\$ (616.29)
7.	Miscellaneous Costs						\$ -
	Total Cost				=		\$ (9,904.80)



29

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

November 24, 2021

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

Subject: Advertise Request for Proposals – Contract Electrician Services for Water Utility

Dear Commissioners:

Water Utility staff is seeking to advertise and request proposals for Contract Electrician services. Costs for the Contract Electrician services are in the 2022 operations budget for the Water Treatment Plant. The City of Fargo Utility Committee voted to allow the Water Utility staff to advertise the RFP on September 16, 2021.

The Contract Electrician would work full-time out of the Water Treatment Plant. There are several benefits that will be achieved in utilizing a Contract Electrician on a full-time basis. Some of the benefits are:

- Lower overall cost of small electrical projects for the Water Utility.
- Increased employee safety in dealing with electrical issues at Water Utility facilities.
- Lower engineering costs to produce electrical drawings in order to receive Electrical Contractor proposals for small Water Utility electrical projects.
- More time efficiency for other Water Utility personnel in arranging and coordinating small electrical projects.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve advertising a Request for Proposals (RFP) for Contract Electrician Services in the Water Utility.



Request for Proposal

FOR

Contract Electrician Services - Fargo Water Utility

RFP Submittals Due:

December 13, 2021

2:00 PM

City of Fargo

Water Treatment Plant

435 14th Ave. S.

Fargo, ND 58103

(701) 241-1469

CITY OF FARGO
REQUEST FOR PROPOSAL
CONTRACT ELECTRICIAN SERVICES – FARGO WATER UTILITY

The City of Fargo Water Utility is requesting qualification statements, cost summary, and resume of personnel from a qualified electrical contractor to assist the City of Fargo Water Utility with electrical services for the Calendar Year 2022.

A complete RFQ package is available to download by clicking the "Quest Construction Data Network" link on the City's Bid Postings website: <http://fargond.gov/work/bids-rfqs-rfps>

Sealed RFQ Submittals will be received at:

Office of the City Auditor
c/o City Hall
225 4th Street N
Fargo, ND 58102

All RFQ submittals must be submitted by **2:00 PM, December 13, 2021**, at which time the submittals will be opened and reviewed. Late submittals cannot be accepted and will be returned unopened to the Offeror.

All RFQ submittals must be placed in an envelope securely sealed therein and labeled:

"City of Fargo RFQ : Contract Electrician Services – Water Utility".

The City reserves the right to reject any or all submittals or accept what is, in its judgment, the submittal(s) which is/are in the City's best interest. The City further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any/all submittals.

Discussions may be conducted with responsible Offerors whose submittals have an opportunity to be reasonably susceptible of being selected for award for purpose of classification to assure full understanding of, and responsiveness to, the solicitation requirements.

The criteria set forth in the Instructions to Offerors of Professional Services and any specific criteria listed herein may be considered in judging which submittal is in the best interest of the City. Consultants will be selected by an evaluation committee and will be based on the qualifications of the Offerors. A 20 minute presentation and a 10 minute interview in a question and answer format may be required at the discretion of the selection committee.

Table of Contents

I.	Overview of Water Utility Facilities	4
II.	General Scope of Work	5
III.	Minimum Qualifications.....	6
IV.	Evaluation	6
V.	Submission Requirements.....	7
VI.	Questions and Answers.....	8
VII.	Project Timetable	8
VIII.	Summary.....	.8

Attachment A – Initial Project List for Contract Electrician

Attachment B – Water Treatment Facility Overview

Attachment C – Membrane Water Treatment Plant Process Schematic

Attachment D – Lime Softening Water Treatment Plant Process Diagram

I. Overview of Water Utility Facilities

The City of Fargo Water Utility is seeking electrical services of qualified electrical contractor to assist with various projects for a time period of one year. General example work includes (a larger list of initial projects is shown in Appendix A):

- Complete small electrical projects at Water Utility facilities.
- Work with Water Utility staff to complete equipment disconnects/reconnects; install electrical equipment; troubleshoot equipment.
- Assist maintenance personnel with work on non-electrical systems and equipment such as plumbing and mechanical equipment.
- Assist with improvements to Water Utility personnel safety program such as hazard analysis and safety procedure development.
- **Electrical Contractor is to supply bender and threader equipment to be left at water plant facilities at all times for up to 2-inch conduit. Other tools, equipment, and diagnostic meters will be provided by the City of Fargo Water Utility.**
- **It will not be necessary for the Electrical Contractor to supply a company vehicle to be available at Water Utility facilities.**

An overview of the Fargo Water Treatment Plant from an electrical perspective is as follows:

- There are two 23.9KV Xcel energy transmission lines that feed the WTP. After a series of onsite switchgears and transformers the power is knocked down to 480Vac which is fed into the MCC's and power panels.
- Most of our motors run from 480Vac buckets and have Ethernet control which comes from SCADA. Many of the motors are run by VFD's. Our basic setup for a VFD is to have line fuse in series with a line reactor in front of the VFD feeding the motor. Smaller motors are typically run from a starter bucket.
- We have two on sight generators which supply 4.5MW of power to the plant for backup power. Additionally, we have multiple other generators at our pumping stations for backup power.
- Our Water Plant is controlled by SCADA. Our SCADA system talks to our PLC's which controls the motors and instrumentation in the plant with 120Vac/24Vdc/4-20mA & Ethernet signals. We have a highly automated water plant that was built in 2018 which incorporates loop power, analog, digital & 4-20mA signals as its means of control. Much of our critical instrumentation and computers run via UPS's.

The Water Treatment Plant (WTP) – operated by the City of Fargo Water Utility – is responsible for the treatment of safe drinking water meeting specific EPA water quality parameters required by the Safe Drinking Water Act (SDWA). The WTP has surface water intakes at the Red River and Sheyenne River. The present WTP facilities consist of 45 million gallons per day (MGD) total treatment capacity, including a 30 MGD conventional surface WTP (1997) and a 15 MGD membrane WTP (2019) to treat surface water. In 2020, the average daily demand was 14.0 MGD. The historic peak daily water demand is 30.2 MGD. The total amount of drinking water produced in 2019 was 4.75 billion gallons.

The Water Treatment Plant is a state-of-the-art facility with instrumentation and controls/supervisory control and data acquisition (SCADA) system. Raw water is drawn from the Red River or Sheyenne River by raw water pumping stations. General features of the conventional treatment process include: pretreatment, lime and soda ash softening, ozone disinfection, dual media filtration, ultraviolet treatment, and chloramination. The membrane treatment expansion includes pretreatment, MF/UF filtration, reverse osmosis, and bypass treatment with an ozone-peroxide Advanced Oxidation Process (AOP) followed by GAC biofiltration, and chloramination

The treated water is transferred to a 6.25 million-gallon underground storage reservoir on the north side of the treatment plant. The high service pump station transfers water from the underground storage reservoir into the entire water distribution network, including eleven water towers and a ground storage reservoir in south Fargo. The eleven water towers provide 8.5 million gallons of storage for peak demand periods and fire protection. A 5.50 million gallon south side ground storage reservoir (GSR) provides emergency storage and pumping capabilities for regional water service. Major customers include the City of West Fargo (consecutive user), Cass Rural Water District (consecutive user), Goldmark, North Dakota State University, Cass Clay Creamery, and Medical Facilities.

There are four attachments to help provide understanding of the overall drinking water system. They are as follows:

Attachment A – Initial Project List for Contract Electrician

Attachment B – Water Treatment Facility Overview

Attachment C – Membrane Water Treatment Plant Process Schematic

Attachment D – Lime Softening WTP Process Diagram

The City intends to review the submittals, select a single electrical contractor, and enter into electrical service agreement through the year 2022. Renewal of the agreement will be examined on an annual basis for up to four (4) additional years.

II. General Scope of Work

The City of Fargo Water Utility has a wide variety of electrical and mechanical equipment in need of periodic maintenance, troubleshooting, and repair. Also, there are a variety of small installation projects that come up routinely. Thus, the Water Utility is pursuing entry into a contract with a qualified electrical contractor to provide an electrician on an annual contract basis for the Calendar Year 2022. The Scope of Work includes, but is not limited to:

- Provide a licensed electrician to report to the City of Fargo Water Treatment Plant (WTP) during normal business hours to provide electric services and other assistance. Normal WTP hours are Monday through Friday from 7:30 AM to 4:00 PM.
- Provide electrical On-Call Support for Water Utility operation.
- Electrical Contractor is to supply bender and threader equipment to be left at water plant facilities at all times for up to 2-inch conduit. Other tools, equipment, and diagnostic meters will be provided by the City of Fargo Water Utility.
- It will not be necessary for the Electrical Contractor to supply a company vehicle to be available at Water Utility facilities.
- Personnel designated to the Water Utility must be licensed Journeyman Electrician at minimum and able to work independently on systems generally from 24 Vdc to 480 Vac.
- Planning, Assistance with materials, and installation of small electrical improvement projects such as wiring electrical actuators, pressure transducers, water quality instruments, and other equipment at the Water Treatment Plant.
- Disconnect and reconnect electrical equipment for maintenance personnel to safely perform equipment repairs and maintenance.
- Help troubleshoot electrical panels, circuits, and equipment.
- Assist maintenance personnel with projects and repairs for mechanical systems and plumbing systems.

- Assist with WTP Safety Program improvements such as Lock Out/Tag Out, Job Hazard Analysis, and other personnel safety items.
- Coordinate with control systems personnel and engineering consultants for project planning, troubleshooting, and other electrical system assistance.
- Instrumentation and electronic device calibrations and maintenance.
- Occasionally provide electrical assistance to other City of Fargo Departments such as Solid Waste, Wastewater, and Public Works.

III. Minimum Qualifications

The following are minimum skills that will be required to perform duties as a contract electrician for Water Utility facilities:

- The designated person from the Electrical Contractor must be a licensed Journeyman Electrician or Master Electrician with at least 5 years of experience (Industrial experience preferred)
- Set up and pull wire and cable
- Bend and install rigid conduit up to 3 inch
- Terminate power, control, and instrumentation wire and cable
- Install electrical gear, equipment, and devices
- Install and troubleshoot PLC's
- Install and troubleshoot AC and DC Drives
- Single and Three Phase motors and motor control systems
- Solid, stable, and proven experience in the electrical field
- Read & comprehend tape measure, blueprints, schematics, technical drawings, work orders, instructions, formulas & processing charts
- Must have knowledge of the NEC (National Electrical Code) and OSHA safety standards
- Stand, walk, sit, kneel, and walk up & downstairs on regular basis; climb up and down ladders up to 35 feet high repeatedly per shift
- Work from various heights via platforms, scaffolds, ladders or man-lifts
- Bend and stretch, lift and move heavy objects many times per shift
- Operate, maintain, and work in close proximity to various power equipment, including, but not limited to, forklifts, man-lifts, drills, saws, hydraulic tools, and automatic machinery
- Focus on safety

IV. Proposal Evaluation

Contactors must meet Minimum Qualifications as shown in Section III. The following criteria will be evaluated and weighted as follows:

- A. **20 points** - Experience and technical expertise of the individual electrician to be assigned to the City of Fargo (COF) Water Treatment Plant (WTP).
- B. **10 points** – Experience of Electrical Company.
- C. **10 points** - Past record of performance on contracts, including quality of work, timeliness, and cost control. The City recognizes that some consultants possess the expertise to perform the work, but have no past record with the City.
- D. **20 points** – Past work by electrical contractor in Water Utility facilities.
- E. **40 points** - Cost analysis of proposal.

Proposals will not be evaluated without a certification as described in Section IV. Item 6. regarding working independently and assisting with non-electrical maintenance tasks.

The City reserves the right in any or all submittals, to reject, to waive any technical defects or irregularities, or to accept what is, in its judgment, the submittal(s) which is in the City's best interest.

Institutional knowledge by the Electrical Contractor of Water Utility facilities will be considered in the evaluation of proposals. Institutional knowledge will result in more time efficiency for other Water Utility personnel that need to coordinate with the Contract Electrician.

Discussions may be conducted with responsible Offerors whose submittals are determined to be reasonably susceptible of being selected for award for purpose of classification to assure full understanding of, and responsiveness to the solicitation requirements.

The City of Fargo is an Equal Opportunity Employer.

Selection Committee

The statements of qualifications will be reviewed by the Selection Committee. The Selection Committee will include the following representatives:

Troy Hall, Water Utility Director
Brian Ward, Water Treatment Plant Superintendent
Dan Portlock, Water Utility Engineer
Nic Sauer, Control Systems Manager (Water Utility)
Dale Tretter, Maintenance Supervisor (Water Utility)

V. Submission Requirements

Offerors are to submit five (5) copies and one electronic (PDF format) copy of the statement of qualifications. Proposals shall provide all information listed below. Late submittals cannot be accepted and will be returned unopened to the Offeror

All submittals shall be limited to 15 pages to address items 1 through 8 below. Each interested contractor will be allowed an additional pages for the Example Contract/Agreement. Failure to do so may result in disqualification.

1. Company name, point of contact, mailing address, telephone number, and email address.
2. A description and history of the company, including year established, type of ownership and parent company, if any. Along with company's experience and qualifications.
3. A description of past electrical services for the City of Fargo Water Utility.
4. A description of the companies approach to contract electrician services for the City of Fargo Water Treatment Plant and remote Water Utility sites.
5. Resumes of key personnel to be assigned to the City of Fargo Water Treatment Plant for normal business hours and after-hour On-Call services.
6. Certification statement that key personnel can work independently on low voltage electrical equipment up to 480 Vac and are able to assist maintenance personnel with work of non-electrical systems such as mechanical and plumbing systems.

7. 2022 fixed hourly rates for normal business hours and On-Call rates.
8. List of three (3) references that demonstrates the company's experience with the type of electrical work for which they would like to be considered, particularly experience with government agencies. Provide name of owner, description of project, what role the firm had with the project, name of client, address, phone number, email address and total cost of the project.
9. Example contract or draft agreement that may be used to formalize electrical services to proceed in 2022.

VI. Questions and Answers

All questions related to this Request for Qualifications must be submitted in writing and emailed to Nic Sauer (Nsauer@fargond.gov). The question period shall expire at close-of-business on the date specified in the Project Timetable below.

The answers to Offeror's questions will be compiled and posted on the same website used for downloading the RFQ, either as an addendum, or as Project Q&A. Offerors shall bear the responsibility for checking the website for Project Q&A. Failure to do so may result in the Offeror not receiving all clarifications necessary to present a responsive offer of services.

Answers to questions will not be given after the date specified below.

VII. Project Timetable

The City reserves the right to modify the timeline, if necessary.

City Commission Approval of RFP	November 29, 2021
RFQ's Available	November 30, 2021
Deadline for Questions	December 8, 2021
Proposals Due	December 13, 2021
Interviews (if deemed necessary)	December 15 – 22, 2021
Selection of Electrical Contractor	December 23, 2021
Finalize One-Year Contract	January 5, 2022
Commission Approval of Contract	January 10, 2022

Discussions may be conducted with responsible Offerors whose submittals are determined to be reasonably susceptible of being selected for award for purpose of classification to assure full understanding of, and responsiveness to the solicitation requirements.

VIII. Summary

The City of Fargo Water Utility is requesting qualification statements from qualified electrical contractors to provide the City of Fargo Water Utility electrical services during normal business hours (typically as a single individual) and On-Call electrical services.

The City reserves the right to reject any or all submittals, waive any technical defects or irregularities, or accept what is, in its judgment, the submittal(s) which is in the City's best interest.

All submittals shall be in accordance with the conditions set forth herein. Late or faxed submittals will not be accepted.

Attachment A – Initial Project List for Contract Electrician

1. Electrician: At GSR there is a condensate pump that needs to be wired
2. Electrician: Wire electric actuators in the LSWTP chemical room
3. Electrician: Wire Kronos Log-in located in new shop
4. Electrician: Wire Level indicators for the generator fuel tank
5. Electrician: WFPS-3 wire up actuators
6. Electrician: Wire communications and power for stand pipe on CIP acid tank
7. Electrician: Wire in Turbidity meter's for MFUF
8. Electrician: Wire in Turbidity meter's for LSWTP Filters
9. Electrician: LSWTP softening lighting
10. Electrician: Wire SCADA for sludge plant
11. Electrician: Wire radar for PACL Bulk Tank in LSWTP
12. Electrician: Wire radar for PACL Day Tank in LSWTP Presed
13. Electrician: Install Radar for high service.
14. Electrician: install radar for Transfer pump wet well.
15. Electrician: wire high pressure solenoids.

(31)

November 19, 2021

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

**Re: Memorandum of Offer to Landowner
Permanent Easement (Street and Utility) – Improvement District #BR-22-A0**

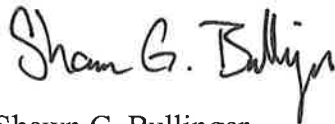
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent 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 permanent easement from **Bison Investments, LLC** 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) 10A
Landowner Bison Investments LLC		
Mailing Address 11500 Northlake Drive, Suite 210, Cincinnati, OH 45249-1650 1999 <i>Richman Rd #300</i> <i>Lexington Ky 40502</i>		

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 \$ 4,329.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$ _____
Easement and Access Control	\$ <u>4,329.00</u>
Improvements on Right of Way*	\$ _____
Damages to Remainder	\$ _____

Total Offer \$ 4,329.00

*Description of Damages to Remainder are as follows:

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

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

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



Timothy J. Mahoney
MAYOR
SIGNATURE
DATE

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **BISON INVESTMENTS, LLC**, a North Dakota limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

Parcel 10A

A perpetual easement, over, under and across the following described property:

Lot Two, Block One, of Monge Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Said perpetual easement is described as follows:

The North 5.00 feet of Lot Two, Block One, of Monge Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Said parcel contains 481 square feet, more or less, and is subject to existing easements of record.

Said parcel is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

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 street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 12th day of November, 2021.

(Signatures on the following pages)

GRANTOR:

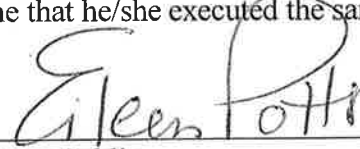
Bison Investments, LLC
a North Dakota limited liability company



By: Tom Wylie
Its: Manager

STATE OF Ky)
COUNTY OF Fayette) ss.

On this 12th day of Nov, 2021, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the _____ of **Bison Investments, LLC**, a North Dakota limited liability company, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public
Fayette County, Ky

(SEAL)

My Commission expires:
11/13/23

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

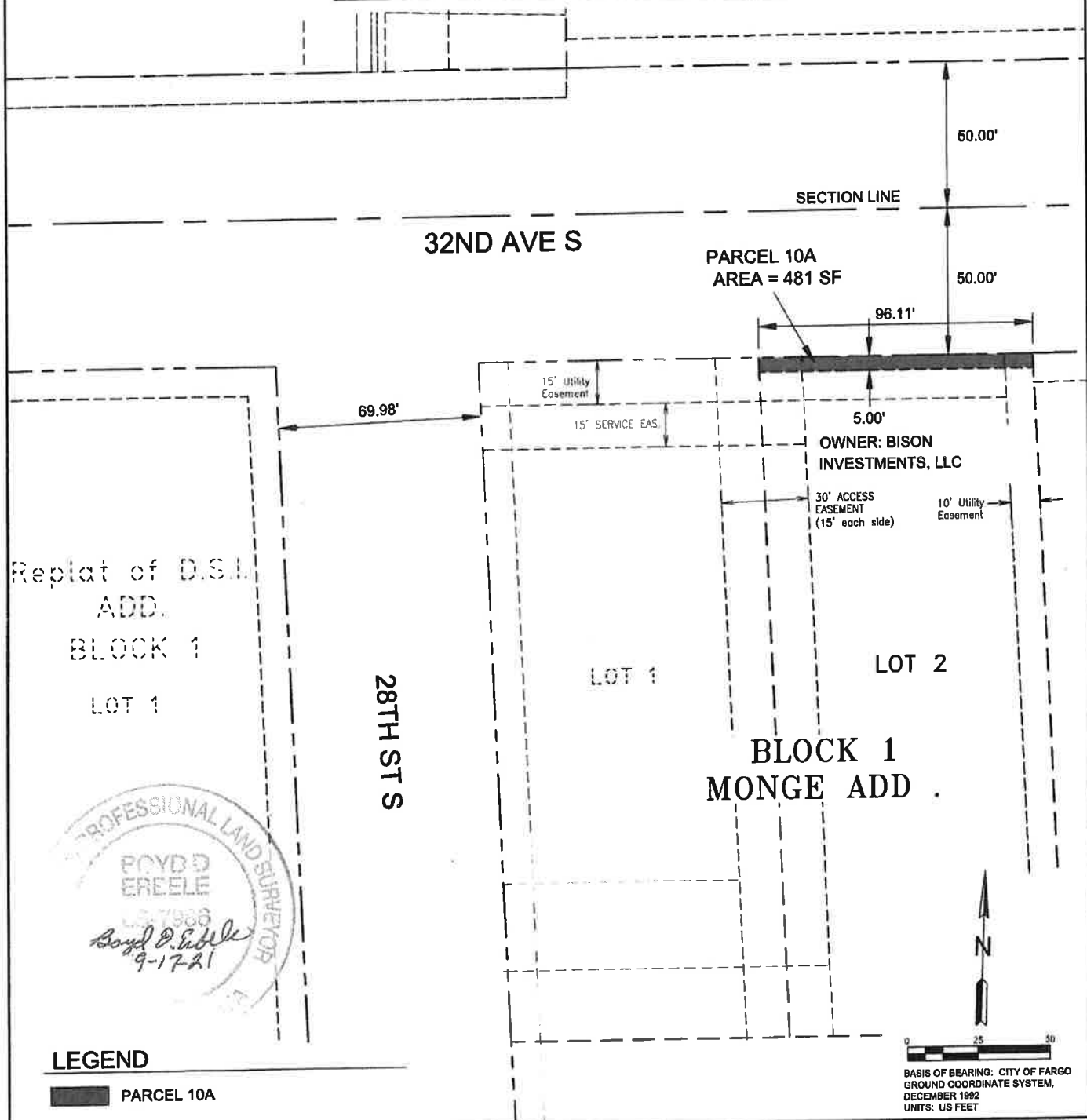
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
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"



Replat of D.S.L.
ADD.
BLOCK 1
LOT 1



LEGEND

 PARCEL 10A



PERPETUAL EASEMENT - PARCEL 10A
32ND AVE S RECONSTRUCTION
LOT 2, BLOCK 1, MONGE ADDITION
SECTION 26, 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 10A
(Perpetual Easement)

A perpetual easement, over, under and across the following described property:

Lot Two, Block One, of Monge Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Said perpetual easement is described as follows:

The North 5.00 feet of Lot Two, Block One, of Monge Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Said parcel contains 481 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
Boyd D. Erbele
North Dakota Professional Land Surveyor
License Number LS-7986

Date 9-17-2021



PERPETUAL EASEMENT - PARCEL 10A
32ND AVE S RECONSTRUCTION
LOT 2, BLOCK 1, MONGE ADDITION
SECTION 26, 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

November 24, 2021

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

**Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements – Improvement District #BR-22-A0**

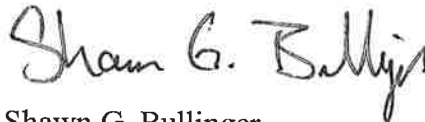
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary 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 permanent & temporary easement from **Innovis Health LLC** in association with Improvement District #BR-22-A0 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement documents on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



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) 2A & 2B
Landowner Innovis Health LLC		
Mailing Address 3000 32 Ave S Fargo, ND 58104		

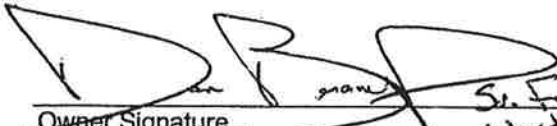
The following-described real property and/or related temporary easement areas are being acquired for project purposes:

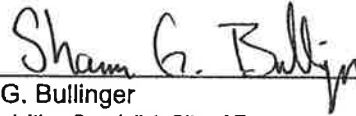
See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 63,877.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>63,877.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>63,877.00</u>

*Description of Damages to Remainder are as follows:


 Sr. Facilities Director
 West - Administration


 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 EXHIBIT "A"

WESTLAKE TOWNHOMES 3RD ADD.
 a replat of Westlake Townhomes 2nd Add. which was a replat of Westlake Townhomes 1st Add.

WESTLAKE TOWNHOMES 4TH ADD.
 a replat of Lots 1, 7 & 8, Blk. 1 of Westlake Townhomes 3rd Add.

ED CLAPP PARK ADD.
 a replat of part of Lot 2, Blk. 2 of Bluemont Park 1st Add.

BLUEMONT PARK 1ST ADD.

BLOCK 2
 LOT 2

32ND AVE S

SECTION LINE

50.00'

606.00'

50.00'

30.00'

100.00'

35.00'

10' Cass County Electric Coop Easement
 (Doc. No. 563529 & 584776)

PARCEL 2A
 AREA = 3,003 SF

USWest Communications Easement
 (Doc. No. 81650)

Cass County Electric Coop Easement
 (Doc. No. 563529 & 584776)

10' Utility Easement
 Per Plot
 (Doc. No. 990760)

Replat of D.S.I. ADD.

BLOCK 1

LOT 1

OWNER: INNOVIS HEALTH LLC

32ND ST S

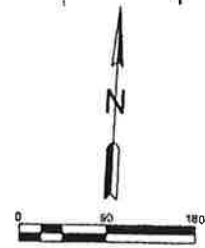
28TH ST S

Idea One R/W Easement
 (Doc. No. 945218)



LEGEND

 PARCEL 2A



BASIS OF BEARING: CITY OF FARGO
 GROUND COORDINATE SYSTEM,
 DECEMBER 1992
 UNITS: US FEET



TEMPORARY EASEMENT - PARCEL 2A
 32ND AVE S RECONSTRUCTION
 LOT 1, BLOCK 1, REPLAT OF D.S.I. ADDITION
 SECTION 26, T139N, R49W
 FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063
 Date: 09/03/2021
 Drawn By: Mike J
 Checked By: Boyd E
 Approved By: Boyd E

EASEMENT EXHIBIT "A"

Parcel 2A
(Temporary Easement)

A temporary easement, over, under and across that part of Lot One, Block One, REPLAT OF D.S.I. ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The East 100.00 feet of the West 606.00 feet of the South 30.00 feet of the North 35.00 feet of said Lot 1.

Said parcel contains 3,003 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
Boyd D. Erbele
North Dakota Professional Land Surveyor
License Number LS-7986

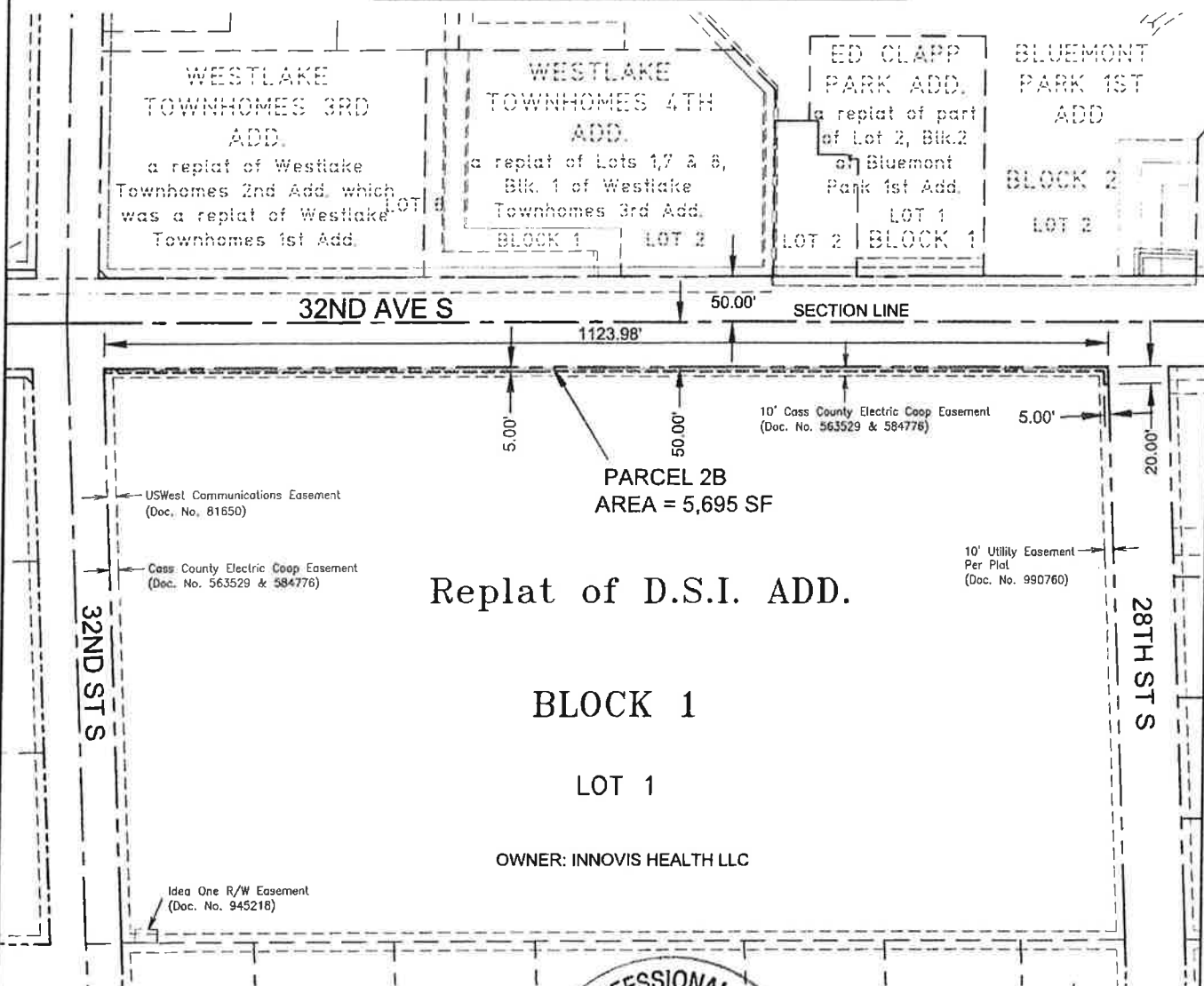
Date 9-3-2021



TEMPORARY EASEMENT - PARCEL 2A
32ND AVE S RECONSTRUCTION
LOT 1, BLOCK 1, REPLAT OF D.S.I. ADDITION
SECTION 26, T139N, R49W
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063
Date: 09/03/2021
Drawn By: Mike J
Checked By: Boyd E
Approved By: Boyd E

EASEMENT EXHIBIT "A"



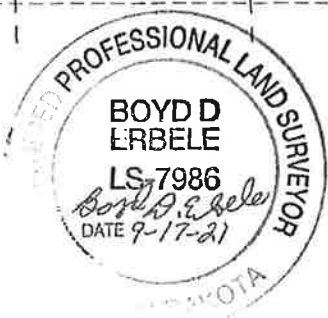
PARCEL 2B
AREA = 5,695 SF

Replat of D.S.I. ADD.

BLOCK 1

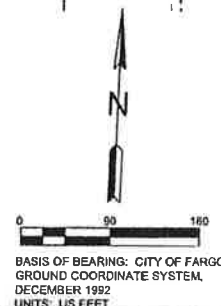
LOT 1

OWNER: INNOVIS HEALTH LLC



LEGEND

PARCEL 2B



PERPETUAL EASEMENT - PARCEL 2B
32ND AVE S RECONSTRUCTION
LOT 1, BLOCK 1, REPLAT OF D.S.I. ADDITION
SECTION 26, 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 2B (Perpetual Easement)

A perpetual easement, over, under and across that part of Lot One, Block One, REPLAT OF D.S.I. ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The North 5.00 feet of said Lot 1;

Together with the South 15.00 feet of the North 20.00 feet of the East 5.00 feet of said Lot 1.

Said parcel contains 5,695 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
Boyd D. Erbele
North Dakota Professional Land Surveyor
License Number LS-7986

Date 9-17-2021



PERPETUAL EASEMENT - PARCEL 2B
32ND AVE S RECONSTRUCTION
LOT 1, BLOCK 1, REPLAT OF D.S.I. ADDITION
SECTION 26, 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

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **INNOVIS HEALTH, LLC**, a North Dakota limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

Parcel 2B

A perpetual easement, over, under and across that part of Lot One, Block One, REPLAT OF D.S.I. ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The North 5.00 feet of said Lot 1;

Together with the South 15.00 feet of the North 20.00 feet of the East 5.00 feet of said Lot 1.

Said parcel contains 5,695 square feet, more or less, and is subject to existing easements of record.

Said parcel is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

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 street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 10th day of November, 2021.

(Signatures on the following page)

GRANTOR:

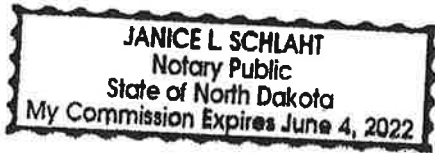
Innovis Health, LLC
a North Dakota limited liability company

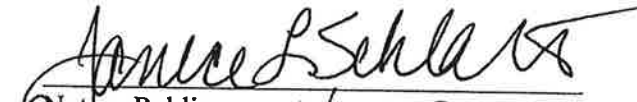

By: Dan Beauduchamp
Its: Senior Facilities Director - West

STATE OF North Dakota)
COUNTY OF Cass) ss.

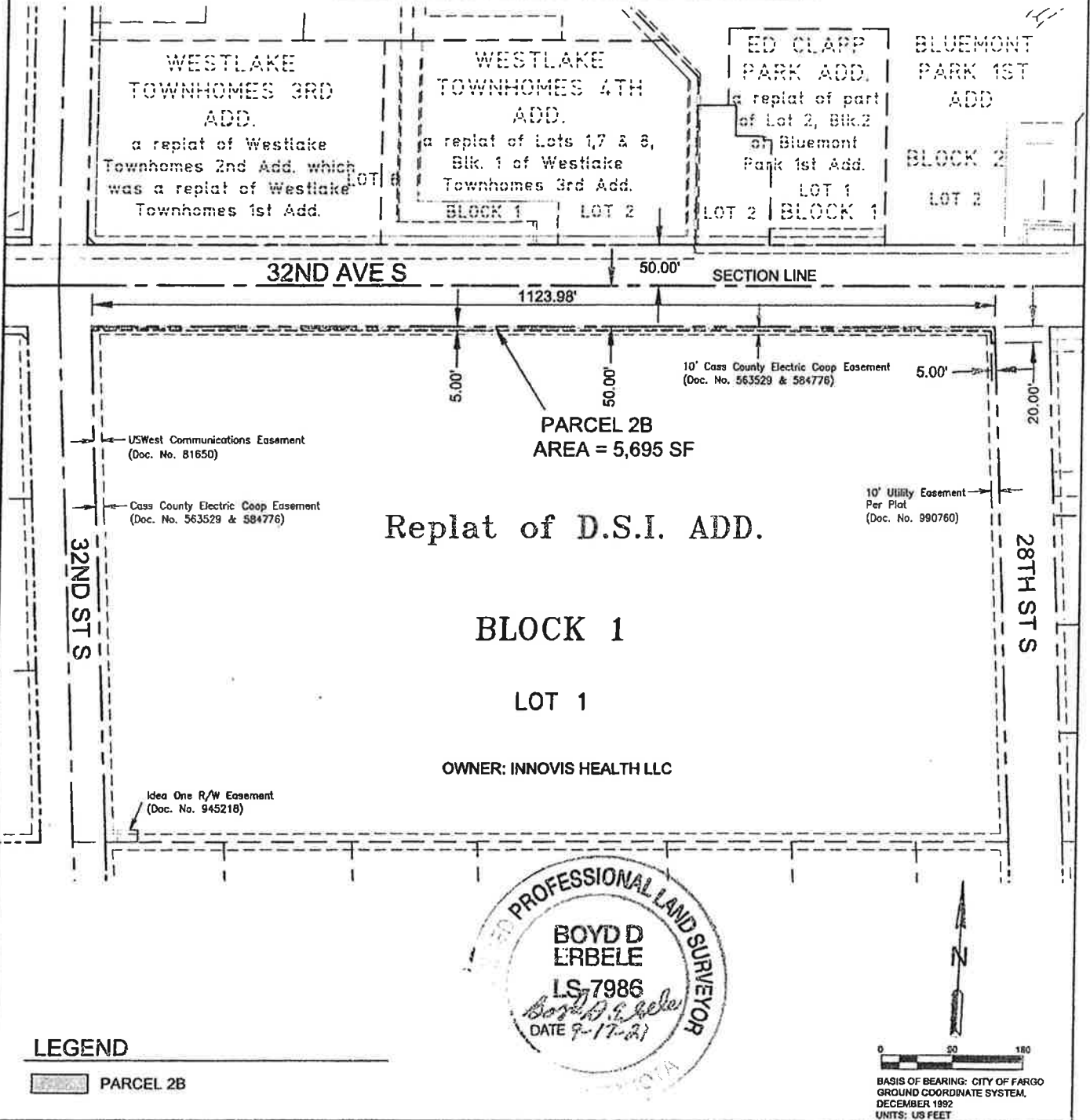
On this 10 day of November 2021, before me, a notary public in and for said county and state, personally appeared Dan Beauduchamp to me known to be the Sr Fac Dir-West of **Innovis Health, LLC**, a North Dakota limited liability company, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)




Notary Public
Cass County, North Dakota

EASEMENT EXHIBIT "A"

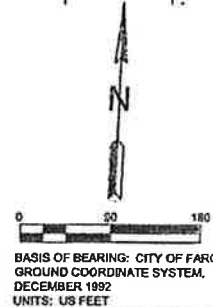


Replat of D.S.I. ADD.

BLOCK 1

LOT 1

OWNER: INNOVIS HEALTH LLC



LEGEND

PARCEL 2B



PERPETUAL EASEMENT - PARCEL 2B
32ND AVE S RECONSTRUCTION
LOT 1, BLOCK 1, REPLAT OF D.S.I. ADDITION
SECTION 26, 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 2B
(Perpetual Easement)

A perpetual easement, over, under and across that part of Lot One, Block One, REPLAT OF D.S.I. ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The North 5.00 feet of said Lot 1;

Together with the South 15.00 feet of the North 20.00 feet of the East 5.00 feet of said Lot 1.

Said parcel contains 5,695 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
Boyd D. Erbele
North Dakota Professional Land Surveyor
License Number LS-7986

Date 9-17-2021



PERPETUAL EASEMENT - PARCEL 2B
32ND AVE S RECONSTRUCTION
LOT 1, BLOCK 1, REPLAT OF D.S.I. ADDITION
SECTION 26, 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
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **INNOVIS HEALTH, LLC**, a North Dakota limited liability company, 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 2A

A temporary easement, over, under and across that part of Lot One, Block One, REPLAT OF D.S.I. ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The East 100.00 feet of the West 606.00 feet of the South 30.00 feet of the North 35.00 feet of said Lot 1.

Said parcel contains 3,003 square feet, more or less, and is subject to existing easements of record.

Said parcel 1s 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.

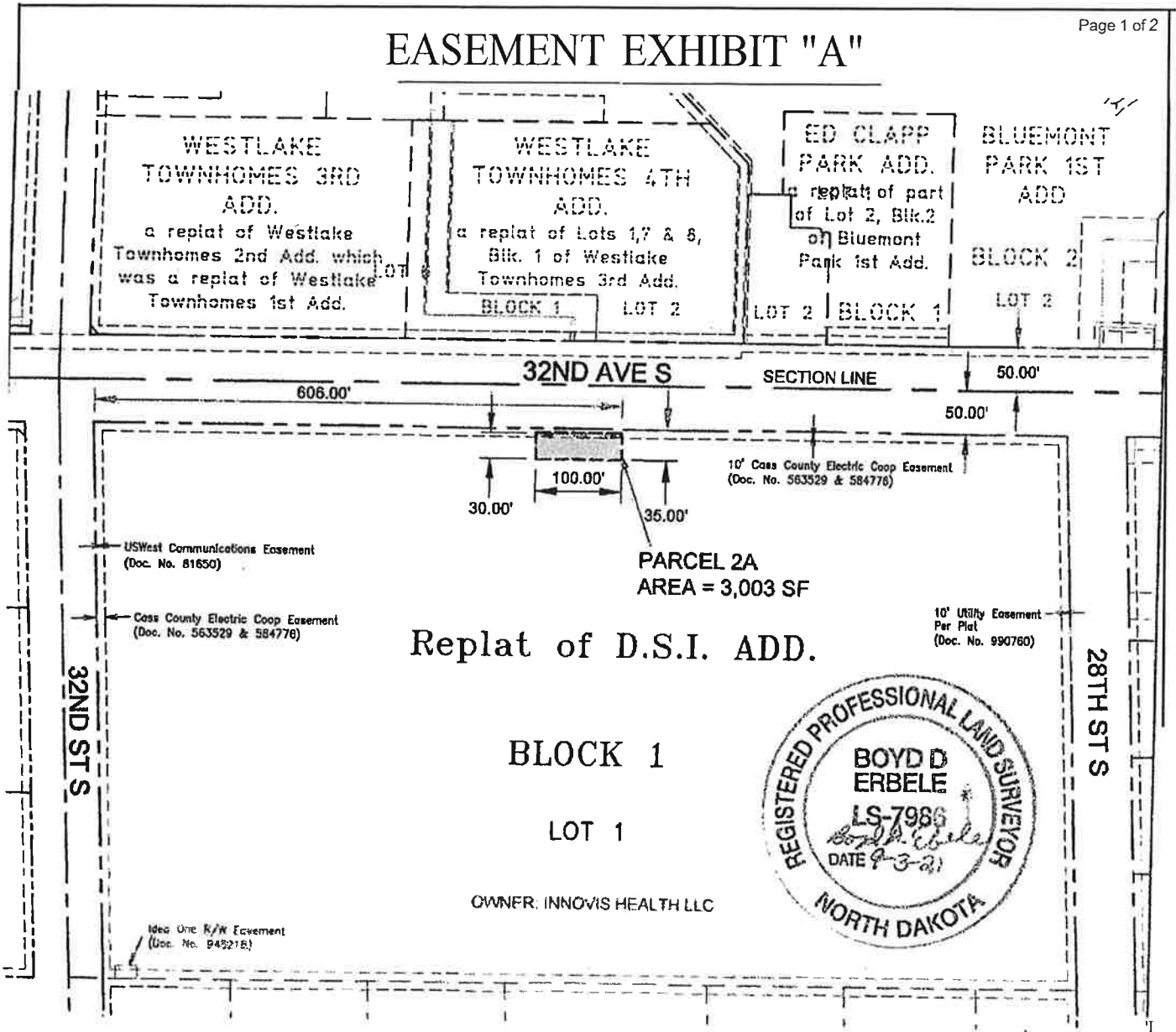
Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that 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 23rd day of November 2021.

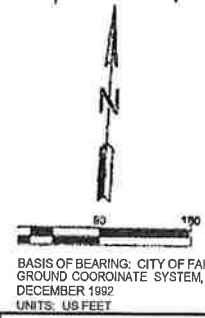
(Signatures on the following page)

EASEMENT EXHIBIT "A"



LEGEND

[::=J] PARCEL2A



AReX ..A.
Engineering Group

TEMPORARY EASEMENT-PARCEL2A
32ND AVES RECONSTRUCTION
LOT 1, BLOCK 1, REPLAT OF D.S.I. ADDITION
SECTION 26, T139N, R49W
FARGO, NORTH DAKOTA

Apex Project#: 20.103.00\$
Date: 09/03/2021
Drawn By: Mike J
Checked By: Bo.d
Approved By: J.M.H.E

EASEMENT EXHIBIT "A"

Parcel 2A
(Temporary Easement)

A temporary easement, over, under and across that part of Lot One, Block One, REPLAT OF D.S.I. ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The East 100.00 feet of the West 606.00 feet of the South 30.00 feet of the North 35.00 feet of said Lot 1

Said parcel contains 3,003 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 (Signature) Date 9-3-2021
Boyd D. Erbele
North Dakota Professional Land Surveyor
License Number LS-7986

ARex
Engineering Group

TEMPORARY EASEMENT - PARCEL 2A
32ND AVES RECONSTRUCTION
LOT 1, BLOCK 1, REPLAT OF D.S.I. ADDITION
SECTION 26, T139N, R49W
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063
Date: 09/03/2021
Drawn By: ---
Checked By: B.221
Approved By: --- Boyd E

33

September 19, 2021

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

Re: Permanent Storm Sewer Easement
Improvement District #BN-21-G1

Dear Commissioners:

Accompanying for City Commission review and approval is a permanent storm sewer easement from Stanley L. Ryland & Patricia J. Ryland in association with Improvement District #BN-21-G1.

RECOMMENDED MOTION:

Approve permanent storm sewer easement from Stanley L. Ryland & Patricia J. Ryland.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy Morris

PERMANENT EASEMENT
(Storm Sewer)

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

A tract of land in **SOUTH HAVEN SECOND ADDITION** to the City of Fargo, Cass County, North Dakota, more particularly described as follows:

The easterly 5.00 feet of Lot 5; together with the westerly 5.00 of Lot 6, all in Block 1 of said **SOUTH HAVEN SECOND ADDITION**.

Said tract contains 2,000 square feet, more or less.

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

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

(Signatures on following page.)



November 10, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-21-L1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, November 10, 2021, for New Paving and Utility Construction, Improvement District No. BN-21-L1, located at Radio Addition.

The bids were as follows:

Northern Improvement Company	\$2,006,000.25
KPH, Inc.	\$2,052,316.00
Dakota Underground Company.	\$2,054,727.23
Engineer's Estimate	\$1,530,671.50

The special assessment escrow is not required.

Even though the bids received were 31% higher than the original Engineer's Estimate, we believe the bids to be fair and competitive. The original Engineer's Estimate was created in early August 2021 and anticipated underground utilities to be installed in 2021 and paving to be installed in 2022. The anticipated construction timeline changed due to delays caused by the Developer in the plat approval. The new construction timeline will require all underground utilities and paving to be installed in 2022. This new construction timeline increased project costs by approximately \$100,000. Another item that caused an increase in cost was the inclusion of additional work items, which were added at the request of the Developer. These added work items increased the project cost another \$100,000 from the original estimate. Including these two items would bring the revised Engineer's Estimate to \$1,727,003.

Taking these items into consideration, this office recommends award of the contract to Northern Improvement Company in the amount of \$2,006,000.25 as the lowest and best bid. No protests have been received.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

TAK/jmg



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-L1

New Paving and Utility Construction

Radio Addition

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

NOW THEREFORE 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:

New Paving and Utility Construction Improvement District # BN-21-L1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Manhole 4' Dia Reinf Conc	EA	5.00	7,650.00	38,250.00
2 F&I Pipe SDR 26 - 8" Dia PVC	LF	270.00	62.00	16,740.00
3 F&I Pipe SDR 35 - 10" Dia PVC	LF	35.00	72.00	2,520.00
4 F&I Pipe SDR 35 - 12" Dia PVC	LF	582.00	72.00	41,904.00
5 Connect Pipe to Exist Pipe	EA	1.00	730.00	730.00
6 Plug Pipe 10" Dia	EA	1.00	720.00	720.00
7 F&I Pipe SDR 26 - 6" Dia PVC	LF	58.00	62.00	3,596.00
			Sanitary Sewer Total	104,460.00
Cass Rural Water User District				
8 Connect Pipe to Exist Pipe	EA	1.00	5,150.00	5,150.00
9 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	15.00	51.50	772.50
10 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	890.00	69.35	61,721.50
11 F&I Hydrant	EA	3.00	5,100.00	15,300.00
12 F&I Hydrant Ext. 6" High	EA	2.00	930.00	1,860.00
13 F&I Hydrant Ext. 12" High	EA	2.00	1,030.00	2,060.00
14 F&I Tapping Sleeve & Valve 36"x8"	EA	1.00	8,035.00	8,035.00
15 F&I Valve 6" Dia	EA	3.00	1,775.00	5,325.00
16 F&I Valve 8" Dia	EA	3.00	2,175.00	6,525.00
17 F&I Fittings C153 Ductile Iron	LB	2,184.00	10.50	22,932.00
			Cass Rural Water User District Total	129,681.00
Water Main - COF				
18 F&I Valve 36" Dia	EA	1.00	66,300.00	66,300.00
19 Connect Pipe to Exist Pipe	EA	2.00	5,100.00	10,200.00
20 F&I Fittings C153 Ductile Iron	LB	750.00	36.00	27,000.00
21 Remove Pipe All Sizes All Types	LF	10.00	21.00	210.00
22 F&I Pipe Class 53 - 36" Dia Ductile Iron	LF	10.00	725.00	7,250.00
			Water Main - COF Total	110,960.00
Storm Sewer				
23 Remove Pipe All Sizes All Types	LF	160.00	10.50	1,680.00
24 F&I Manhole 4' Dia Reinf Conc	EA	4.00	5,260.00	21,040.00
25 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	6,800.00	13,600.00
26 F&I Manhole 5' Dia Reinf Conc	EA	1.00	9,270.00	9,270.00
27 F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	2.00	12,360.00	24,720.00
28 F&I Crossing Chamber 7' Dia Reinf Conc	EA	1.00	17,250.00	17,250.00
29 F&I Inlet - Double Box (DBI) Reinf Conc	EA	6.00	4,030.00	24,180.00



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-L1

New Paving and Utility Construction

30 F&I Inlet - Round (RDI) Reinf Conc	EA	4.00	1,960.00	7,840.00
31 F&I Pipe 12" Dia	LF	255.00	60.00	15,300.00
32 F&I Pipe 15" Dia	LF	100.00	64.00	6,400.00
33 F&I Pipe 18" Dia	LF	140.00	74.50	10,430.00
34 F&I Pipe 21" Dia	LF	20.00	82.50	1,650.00
35 F&I Pipe 24" Dia	LF	225.00	82.50	18,562.50
36 F&I Pipe w/GB 15" Dia Reinf Conc	LF	100.00	74.50	7,450.00
37 F&I Pipe w/GB 18" Dia Reinf Conc	LF	245.00	84.50	20,702.50
38 F&I Pipe w/GB 21" Dia Reinf Conc	LF	70.00	93.00	6,510.00
39 Connect Pipe to Exist Structure	EA	4.00	1,030.00	4,120.00
40 Connect Pipe to Exist Pipe	EA	2.00	725.00	1,450.00
			Storm Sewer Total	212,155.00
Paving				
41 Salvage Gate	LS	1.00	4,200.00	4,200.00
42 Topsoil - Strip	CY	7,975.00	4.50	35,887.50
43 Remove Curb & Gutter	LF	470.00	4.25	1,997.50
44 Remove Driveway All Thicknesses All Types	SY	15.50	10.00	155.00
45 Remove Shared Use Path 5" Thick Conc	SY	100.00	10.00	1,000.00
46 Remove Pavement All Thicknesses All Types	SY	2,300.00	2.95	6,785.00
47 Remove Pavement All Thicknesses Asph	SY	905.00	4.50	4,072.50
48 Remove Pavement 8" Thick Conc	SY	40.00	9.50	380.00
49 Remove Pavement 10" Thick Conc	SY	560.00	9.50	5,320.00
50 Excavation	CY	8,265.00	6.85	56,615.25
51 Subgrade Preparation	SY	8,725.00	1.20	10,470.00
52 Subcut	CY	2,910.00	4.00	11,640.00
53 F&I Woven Geotextile	SY	8,725.00	1.45	12,651.25
54 F&I Class 5 Agg - 12" Thick	SY	8,725.00	11.35	99,028.75
55 F&I Edge Drain 4" Dia PVC	LF	3,160.00	10.40	32,864.00
56 F&I Curb & Gutter Standard (Type II)	LF	3,160.00	24.00	75,840.00
57 F&I Pavement 8" Thick Doweled Conc	SY	175.00	97.00	16,975.00
58 F&I Pavement 10" Thick Doweled Conc	SY	7,500.00	89.00	667,500.00
59 F&I Sidewalk 4" Thick Reinf Conc	SY	75.00	58.50	4,387.50
60 F&I Sidewalk 6" Thick Reinf Conc	SY	180.00	66.50	11,970.00
61 F&I Shared Use Path 5" Thick Reinf Conc	SY	2,100.00	48.00	100,800.00
62 F&I Det Warn Panels Cast Iron	SF	256.00	38.00	9,728.00
63 F&I Driveway 7" Thick Reinf Conc	SY	800.00	65.00	52,000.00
64 GV Box to Grade - Blvd	EA	5.00	270.00	1,350.00
65 Casting to Grade - Blvd	EA	21.00	330.00	6,930.00
66 Casting to Grade - w/Conc	EA	9.00	1,060.00	9,540.00
67 Mulching Type 1 - Hydro	SY	29,200.00	0.46	13,432.00
68 Seeding Type C	SY	29,200.00	0.34	9,928.00
69 Inlet Protection - Existing Inlet	EA	10.00	205.00	2,050.00
70 Inlet Protection - New Inlet	EA	12.00	205.00	2,460.00
71 Stormwater Management	LS	1.00	3,550.00	3,550.00
72 Temp Construction Entrance	EA	2.00	1,000.00	2,000.00
73 Traffic Control - Type 2	LS	1.00	16,500.00	16,500.00



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-L1

New Paving and Utility Construction

74 Boulevard Grading	SY	1,000.00	3.65	3,650.00
			Paving Total	1,293,657.25
Pavement Markings				
75 F&I Grooved Contrast Film 7" Wide	LF	2,160.00	14.50	31,320.00
76 F&I Grooved Contrast Film 11" Wide	LF	500.00	25.75	12,875.00
77 F&I Contrast Tape Messages	SF	128.00	45.35	5,804.80
78 F&I Grooved Plastic Film 16" Wide	LF	37.00	25.75	952.75
79 F&I Grooved Plastic Film 24" Wide	LF	150.00	42.25	6,337.50
			Pavement Markings Total	57,290.05
Signing				
80 F&I High Intensity Prismatic	SF	10.00	23.50	235.00
81 F&I Diamond Grade Cubed	SF	19.70	25.50	502.35
82 F&I Sign Assembly & Anchor	EA	4.00	155.00	620.00
83 F&I Barricade Type III	EA	3.00	685.00	2,055.00
			Signing Total	3,412.35
Street Lighting				
84 F&I Base 6' Deep Reinf Conc	EA	9.00	620.00	5,580.00
85 F&I Conductor #6 USE Cu	LF	4,608.00	2.40	11,059.20
86 F&I Innerduct 1.5" Dia	LF	1,536.00	5.15	7,910.40
87 F&I Luminaire Type A	EA	9.00	620.00	5,580.00
88 F&I Pull Box	EA	1.00	1,030.00	1,030.00
89 F&I Light Standard Type A	EA	9.00	2,575.00	23,175.00
			Street Lighting Total	54,334.60
Traffic Signal-Communications				
90 Salvage Signal Standard	EA	1.00	1,545.00	1,545.00
91 Remove Foundation Type IV/Combo	EA	1.00	2,575.00	2,575.00
92 F&I Foundation Type IV/Combo	EA	1.00	3,910.00	3,910.00
93 Install Signal Standard Combo - 47' MA	EA	1.00	4,325.00	4,325.00
94 Remove Foundation Type V	EA	1.00	515.00	515.00
95 F&I Foundation Type V	EA	1.00	620.00	620.00
96 Relocate Signal Standard Type V	EA	1.00	875.00	875.00
97 Relocate Pull Box	EA	1.00	620.00	620.00
98 Salvage Signal Standard Type V	EA	1.00	210.00	210.00
99 F&I Signal Standard Type V 17.5' High	EA	1.00	2,950.00	2,950.00
100 F&I Head 4 Sect w/12" LED Post Mtd	EA	1.00	1,250.00	1,250.00
101 F&I Head 4 Sect w/12" LED MA Mtd	EA	1.00	1,000.00	1,000.00
102 F&I Signal Cable Loop Lead-in	LF	1,000.00	0.80	800.00
103 F&I Detection Preformed Loop	EA	9.00	1,545.00	13,905.00
104 Furnish Traffic Signal Equipment	LS	1.00	4,950.00	4,950.00
			Traffic Signal-Communications Total	40,050.00
			Total Construction in \$	2,006,000.25
			Engineering	10.00 % 200,600.03
			Legal & Misc	3.00 % 60,180.01
			Contingencies	5.00 % 100,300.01
			Administration	4.00 % 80,240.01



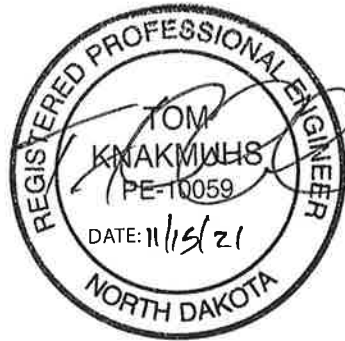
ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BN-21-L1
New Paving and Utility Construction

Interest	4.00 %	80,240.01
Total Estimated Costs		2,527,560.32
Cass Rural WUD Funds		163,398.06
Special Assessments		2,224,352.66
Sales Tax Funds - Water - 450		139,809.60
Unfunded Costs		0.00

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

Date: 11/12/2021

Tom Knakmuhs
Assistant City Engineer





November 10, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-22-C1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, November 10, 2021, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-22-C1, located on 3rd Ave N from 10th St to 7th St, 7th St N from 2nd Ave to 4th Ave, and 8th St N from 3rd Ave to 4th Ave.

The bids were as follows:

Master Construction Co., Inc.	\$ 1,713,188.00
Dakota Underground Co.	\$ 2,070,245.00
Engineer's Estimate	\$ 1,741,000.00

The special assessment escrow is not required.

One protest was received amounting to less than 2% of the Improvement District. We recommend that the protests be declared insufficient and the contract be awarded to Master Construction Co., Inc. in the amount of \$1,713,188.00 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

TAK/klo

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-22-C1
PAVING AND UTILITY REHAB/RECONSTRUCTION

3rd Ave N from 10th St to 7th St, 7th St N from 2nd Ave to 4th Ave & 8th St N from 3rd Ave to 4th Ave

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

NOW THEREFORE 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:

PAVING AND UTILITY REHAB/RECONSTRUCTION Improvement District # BR-22-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
SANITARY SEWER				
1 Remove Pipe All Sizes All Types	LF	345.00	8.00	2,760.00
2 Remove Manhole	EA	5.00	750.00	3,750.00
3 F&I Controlled Density Fill	LS	1.00	3,300.00	3,300.00
4 F&I Manhole 4' Dia Reinf Conc	EA	5.00	7,500.00	37,500.00
5 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	300.00	130.00	39,000.00
6 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	270.00	155.00	41,850.00
7 F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	500.00	165.00	82,500.00
8 Connect Sewer Service	EA	16.00	1,950.00	31,200.00
9 Connect Pipe to Exist Pipe	EA	6.00	550.00	3,300.00
10 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	10.00	2,000.00
11 Clean Pipe All Sizes All Types	LF	379.00	5.00	1,895.00
		SANITARY SEWER Total		249,055.00
WATER MAIN REPLACEMENT				
12 Remove Pipe All Sizes All Types	LF	845.00	5.00	4,225.00
13 Relocate Hydrant	EA	1.00	2,500.00	2,500.00
14 F&I Hydrant	EA	2.00	5,000.00	10,000.00
15 F&I Fittings C153 Ductile Iron	LB	2,200.00	9.00	19,800.00
16 Burst Pipe 6" to 8" Dia	LF	290.00	95.00	27,550.00
17 Bore Pipe C900 DR 18 - 8" Dia PVC	LF	49.00	90.00	4,410.00
18 F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	14.00	70.00	980.00
19 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	95.00	75.00	7,125.00
20 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1,560.00	110.00	171,600.00
21 F&I Pipe w/GB C900 DR 18 - 24" Dia PVC	LF	11.00	500.00	5,500.00
22 Connect Pipe to Exist Pipe	EA	5.00	2,100.00	10,500.00
23 F&I Gate Valve 4" Dia	EA	1.00	1,700.00	1,700.00
24 F&I Gate Valve 6" Dia	EA	3.00	1,750.00	5,250.00
25 F&I Gate Valve 8" Dia	EA	7.00	2,175.00	15,225.00
26 F&I Gate Valve 24" Dia	EA	1.00	25,000.00	25,000.00
27 F&I Insulation 2" Thick	SY	10.00	40.00	400.00
28 Furnish Temp Water Svc	EA	12.00	1,500.00	18,000.00
29 Connect Water Service	EA	12.00	400.00	4,800.00



ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-22-C1
PAVING AND UTILITY REHAB/RECONSTRUCTION

30 Rem & Repl CS & Box 1" Dia	EA	11.00	575.00	6,325.00
31 Rem & Repl CS & Box 1.25" Dia	EA	1.00	700.00	700.00
32 F&I Pipe w/GB 1" Dia Water Service	LF	345.00	49.50	17,077.50
33 F&I Pipe w/GB 1.25" Dia Water Service	LF	50.00	52.00	2,600.00
34 F&I Casting - Water Service	EA	3.00	125.00	375.00
WATER MAIN REPLACEMENT Total				361,642.50

STORM SEWER

35 Remove Pipe All Sizes All Types	LF	268.00	10.00	2,680.00
36 Remove Manhole	EA	1.00	400.00	400.00
37 Remove Inlet	EA	8.00	250.00	2,000.00
38 Connect Pipe to Exist Structure	EA	5.00	1,100.00	5,500.00
39 Connect Pipe to Exist Pipe	EA	1.00	750.00	750.00
40 F&I Inlet - Single Box (SBI) Reinf Conc	EA	8.00	3,000.00	24,000.00
41 F&I Manhole 4' Dia Reinf Conc	EA	1.00	3,900.00	3,900.00
42 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	3,600.00	7,200.00
43 F&I Saddle Manhole Reinf Conc	EA	2.00	6,950.00	13,900.00
44 F&I Pipe w/GB 12" Dia Reinf Conc	LF	20.00	79.00	1,580.00
45 F&I Pipe w/GB 15" Dia Reinf Conc	LF	210.00	97.00	20,370.00
46 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	38.00	69.00	2,622.00
47 F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	28.00	85.00	2,380.00
48 Repair Manhole Floor & Invert	EA	4.00	2,500.00	10,000.00
STORM SEWER Total				97,282.00

PAVING

49 Remove Pavement All Thicknesses All Types	SY	4,800.00	11.00	52,800.00
50 Remove Curb & Gutter	LF	3,150.00	5.00	15,750.00
51 Remove Sidewalk All Thicknesses All Types	SY	1,650.00	5.00	8,250.00
52 Remove Driveway All Thicknesses All Types	SY	840.00	7.00	5,880.00
53 Subgrade Preparation	SY	6,100.00	3.00	18,300.00
54 F&I Woven Geotextile	SY	6,100.00	2.00	12,200.00
55 F&I Class 5 Agg - 12" Thick	SY	6,100.00	14.25	86,925.00
56 F&I Edge Drain 4" Dia PVC	LF	3,150.00	9.75	30,712.50
57 F&I Pavement 9" Thick Doweled Conc	SY	4,800.00	95.00	456,000.00
58 F&I Curb & Gutter Standard (Type II)	LF	3,150.00	23.00	72,450.00
59 F&I Sidewalk 4" Thick Reinf Conc	SY	1,400.00	49.00	68,600.00
60 F&I Impressioned 5" Thick Reinf Conc	SY	155.00	97.00	15,035.00
61 F&I Sidewalk 6" Thick Reinf Conc	SY	250.00	59.00	14,750.00
62 F&I Det Warn Panels Cast Iron	SF	108.00	46.00	4,968.00
63 F&I Driveway 6" Thick Reinf Conc	SY	660.00	59.00	38,940.00
64 F&I Driveway 7" Thick Reinf Conc	SY	180.00	65.00	11,700.00
65 Rem & Repl Casting - Std Manhole	EA	6.00	1,200.00	7,200.00
66 Rem & Repl Casting - Floating Manhole	EA	3.00	1,650.00	4,950.00
67 F&I Flat MH Cover 8" Thick Reinf Conc	EA	5.00	710.00	3,550.00



**ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-22-C1
PAVING AND UTILITY REHAB/RECONSTRUCTION**

68 Casting to Grade - Blvd	EA	2.00	300.00	600.00
69 Casting to Grade - w/Conc	EA	16.00	470.00	7,520.00
70 GV Box to Grade - Blvd	EA	6.00	100.00	600.00
71 GV Box to Grade - w/Conc	EA	6.00	250.00	1,500.00
72 Boulevard Grading	SY	3,000.00	1.50	4,500.00
73 Seeding Type C	SY	3,000.00	3.00	9,000.00
74 Mulching Type 1 - Hydro	SY	3,000.00	0.50	1,500.00
75 Weed Control Type B	SY	3,000.00	0.10	300.00
76 Stormwater Management	LS	1.00	2,000.00	2,000.00
77 Inlet Protection - Existing Inlet	EA	23.00	200.00	4,600.00
78 Inlet Protection - New Inlet	EA	14.00	200.00	2,800.00
79 Temp Construction Entrance	EA	3.00	1,200.00	3,600.00
80 F&I Planter Curb	LF	45.00	90.00	4,050.00
81 F&I Plant - Perennial Type 1	EA	15.00	60.00	900.00
82 Traffic Control - Type 1	LS	1.00	10,000.00	10,000.00
83 Construction Signing	SF	18.00	20.00	360.00
84 F&I Bare Root Decid Tree 2" Dia	EA	4.00	635.00	2,540.00

PAVING Total 985,330.50

SIGNING

85 F&I Diamond Grade Cubed	SF	60.00	25.00	1,500.00
86 F&I High Intensity Prismatic	SF	84.00	22.00	1,848.00
87 F&I Sign Assembly	EA	16.00	80.00	1,280.00
88 F&I Sign Assembly & Anchor	EA	16.00	100.00	1,600.00

SIGNING Total 6,228.00

PAVEMENT MARKINGS

89 F&I Grooved Contrast Film 7" Wide	LF	545.00	20.00	10,900.00
90 F&I Grooved Thermoplastic Pavement Marking Message	SF	50.00	55.00	2,750.00

PAVEMENT MARKINGS Total 13,650.00

Total Construction in \$ 1,713,188.00

Engineering	10.00 %	171,318.80
Legal & Misc	3.00 %	51,395.64
Contingencies	5.00 %	85,659.40
Administration	4.00 %	68,527.52
Interest	4.00 %	68,527.52

Total Estimated Costs 2,158,616.88

Utility Funds - Wastewater - 521 362,673.61

Utility Funds - Water - 501 620,059.16

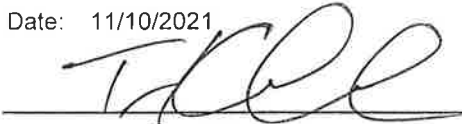
Special Assessments 1,175,884.27

Unfunded Costs -0.16

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-22-C1
PAVING AND UTILITY REHAB/RECONSTRUCTION

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

Date: 11/10/2021



Tom Knakmuhs

Assistant City Engineer





November 10, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-22-F1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, November 10, 2021, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-22-F1, located on 21st Street South from 13th Avenue to 9th Avenue.

The bids were as follows:

Key Contracting, Inc.	\$ 1,380,145.18
Master Construction Co., Inc.	\$ 1,495,661.20
Border States Paving, Inc.	\$ 1,562,412.41
Dakota Underground Co.	\$ 1,649,554.41
Engineer's Estimate	\$ 1,582,175.00

The special assessment escrow is not required.

This office recommends award of the contract to Key Contracting, Inc. in the amount of \$1,380,145.18 as the lowest and best bid. No protests have been received.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

TAK/klb



ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-22-F1
PAVING AND UTILITY REHAB/RECONSTRUCTION

21st St S from 13th Ave to 9th Ave

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

NOW THEREFORE 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:

PAVING AND UTILITY REHAB/RECONSTRUCTION Improvement District # BR-22-F1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
SANITARY SEWER				
1 Remove Pipe All Sizes All Types	LF	1,185.00	10.00	11,850.00
2 Remove Manhole	EA	7.00	500.00	3,500.00
3 F&I Manhole 4' Dia Reinf Conc	EA	9.00	4,850.00	43,650.00
4 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	750.00	81.00	60,750.00
5 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	585.00	95.00	55,575.00
6 F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	791.00	97.00	76,727.00
7 F&I Pipe w/GB SDR 35 - 15" Dia PVC	LF	70.00	118.00	8,260.00
8 Connect Pipe to Exist Pipe	EA	2.00	500.00	1,000.00
9 Connect Sewer Service	EA	37.00	550.00	20,350.00
10 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	36.00	7,200.00
11 F&I Controlled Density Fill	LS	1.00	7,500.00	7,500.00
SANITARY SEWER Total				296,362.00
WATER MAIN REPLACEMENT				
12 Remove Pipe All Sizes All Types	LF	555.00	20.00	11,100.00
13 F&I Hydrant	EA	3.00	4,850.00	14,550.00
14 F&I Fittings C153 Ductile Iron	LB	844.00	9.00	7,596.00
15 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	30.00	48.00	1,440.00
16 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1,640.00	80.00	131,200.00
17 Connect Pipe to Exist Pipe	EA	3.00	600.00	1,800.00
18 F&I Gate Valve 6" Dia	EA	3.00	1,950.00	5,850.00
19 F&I Gate Valve 8" Dia	EA	6.00	2,550.00	15,300.00
20 F&I Insulation 2" Thick	SY	20.00	28.00	560.00
21 Furnish Temp Water Svc	EA	37.00	600.00	22,200.00
22 Connect Water Service	EA	37.00	250.00	9,250.00
23 F&I Pipe w/GB 1" Dia Water Service	LF	750.00	26.00	19,500.00
24 F&I Pipe w/GB 1.5" Dia Water Service	LF	18.00	30.00	540.00
25 Rem & Repl CS & Box 1" Dia	EA	36.00	650.00	23,400.00
26 Rem & Repl CS & Box 1.5" Dia	EA	1.00	850.00	850.00
27 F&I Casting - Water Service	EA	6.00	350.00	2,100.00
28 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	36.00	3,600.00
WATER MAIN REPLACEMENT Total				270,836.00
STORM SEWER				
29 Remove Pipe All Sizes All Types	LF	200.00	10.00	2,000.00
30 Remove Manhole	EA	2.00	500.00	1,000.00



ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-22-F1
PAVING AND UTILITY REHAB/RECONSTRUCTION

31 Remove Inlet	EA	6.00	200.00	1,200.00
32 Connect Pipe to Exist Structure	EA	1.00	1,500.00	1,500.00
33 Connect Pipe to Exist Pipe	EA	6.00	2,200.00	13,200.00
34 F&I Inlet - Single Box (SBI) Reinf Conc	EA	9.00	2,950.00	26,550.00
35 F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	1.00	3,800.00	3,800.00
36 F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	1.00	5,600.00	5,600.00
37 F&I Manhole 4' Dia Reinf Conc	EA	5.00	3,250.00	16,250.00
38 F&I Manhole 7' Dia Reinf Conc	EA	1.00	4,850.00	4,850.00
39 F&I Pipe w/GB 12" Dia Reinf Conc	LF	130.00	63.00	8,190.00
40 F&I Pipe w/GB 15" Dia Reinf Conc	LF	475.00	69.00	32,775.00
41 F&I Pipe w/GB 27" Dia Reinf Conc	LF	32.00	85.00	2,720.00
42 F&I Pipe w/GB 30" Dia Reinf Conc	LF	48.00	96.00	4,608.00
43 Repair Pipe 12" Dia	EA	1.00	2,000.00	2,000.00
44 Repair Manhole Floor & Invert	EA	1.00	1,200.00	1,200.00
			STORM SEWER Total	127,443.00
PAVING				
45 Remove Pavement All Thicknesses All Types	SY	4,450.00	6.00	26,700.00
46 Remove Curb & Gutter	LF	3,170.00	2.00	6,340.00
47 Remove Driveway All Thicknesses All Types	SY	600.00	6.00	3,600.00
48 Remove Sidewalk All Thicknesses All Types	SY	1,600.00	6.00	9,600.00
49 Remove Tree	EA	2.00	1,000.00	2,000.00
50 Subgrade Preparation	SY	5,700.00	2.50	14,250.00
51 F&I Woven Geotextile	SY	5,700.00	2.00	11,400.00
52 F&I Class 5 Agg - 8" Thick	SY	5,700.00	10.00	57,000.00
53 F&I Edge Drain 4" Dia PVC	LF	3,170.00	14.00	44,380.00
54 F&I Curb & Gutter Standard (Type II)	LF	3,170.00	16.00	50,720.00
55 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,950.00	90.20	175,890.00
56 F&I Sidewalk 4" Thick Reinf Conc	SY	1,380.00	56.00	77,280.00
57 F&I Sidewalk 6" Thick Reinf Conc	SY	260.00	66.00	17,160.00
58 F&I Det Warn Panels Cast Iron	SF	120.00	55.00	6,600.00
59 F&I Driveway 6" Thick Reinf Conc	SY	650.00	68.00	44,200.00
60 Rem & Repl Casting - Std Manhole	EA	1.00	650.00	650.00
61 Boulevard Grading	SY	2,650.00	10.00	26,500.00
62 Seeding Type C	SY	2,650.00	2.50	6,625.00
63 Mulching Type 1 - Hydro	SY	2,650.00	2.50	6,625.00
64 Weed Control Type B	SY	2,650.00	0.20	530.00
65 F&I Bare Root Decid Tree 1.5" Dia	EA	16.00	700.00	11,200.00
66 Stormwater Management	LS	1.00	2,500.00	2,500.00
67 Temp Construction Entrance	EA	2.00	1,500.00	3,000.00
68 Inlet Protection - Existing Inlet	EA	6.00	200.00	1,200.00
69 Inlet Protection - New Inlet	EA	9.00	250.00	2,250.00
70 Casting to Grade - w/Conc	EA	9.00	600.00	5,400.00
71 Casting to Grade - no Conc	EA	8.00	350.00	2,800.00
72 Casting to Grade - Blvd	EA	3.00	300.00	900.00
73 GV Box to Grade - no Conc	EA	6.00	275.00	1,650.00
74 GV Box to Grade - Blvd	EA	3.00	200.00	600.00



ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # BR-22-F1
PAVING AND UTILITY REHAB/RECONSTRUCTION

75 Construction Signing	SF	18.00	11.00	198.00
76 Traffic Control - Type 1	LS	1.00	2,420.00	2,420.00
			PAVING Total	622,168.00
STREET LIGHTS				
77 F&I Base 5' Deep Reinf Conc	EA	10.00	742.00	7,420.00
78 F&I Conductor #6 USE Cu	LF	4,662.00	2.65	12,354.30
79 F&I Innerduct 1.5" Dia	LF	1,710.00	6.85	11,713.50
80 F&I Luminaire Type A	EA	10.00	1,185.00	11,850.00
81 F&I Light Standard Type A	EA	10.00	1,700.00	17,000.00
			STREET LIGHTS Total	60,337.80
SIGNING				
82 F&I Diamond Grade Cubed	SF	35.70	26.40	942.48
83 F&I High Intensity Prismatic	SF	23.50	24.20	568.70
84 F&I Sign Assembly	EA	4.00	83.05	332.20
85 F&I Sign Assembly & Anchor	EA	10.00	115.50	1,155.00
			SIGNING Total	2,998.38
Total Construction in \$				1,380,145.18
		Engineering	10.00 %	138,014.52
		Legal & Misc	3.00 %	41,404.36
		Contingencies	5.00 %	69,007.26
		Administration	4.00 %	55,205.81
		Interest	4.00 %	55,205.81
Total Estimated Costs				1,738,982.93
		Utility Funds - Wastewater - 521		541,846.32
		Utility Funds - Water - 501		800,184.15
		Special Assessments		396,952.72
Unfunded Costs				-0.26

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

Date: 11/12/2021



 Tom Knakmuhs
 Assistant City Engineer

