

FARGO CITY COMMISSION AGENDA  
Monday, October 4, 2021 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://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](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting and Special Meeting, September 20, 2021).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Receive and file an Ordinance Relating to Alcoholic Beverages.
- 2. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in the District of Fargo Fourth Addition.
- 3. Findings, Conclusions and Order of the Board of City Commissioners regarding the License Revocation of the International African Restaurant and Nightclub, LLC.
- 4. Applications for Games of Chance:
  - a. North Dakota Long Term Care Association for a raffle on 12/13/21.
  - b. FM Raise Your Spirits Inc. for a raffle and raffle board on 10/15/21.
  - c. Fargo Youth Hockey Association for a raffle on 2/16/22.
- 5. Application of the penalty matrix to the Windbreak Saloon in the amount of \$500.00 for allowing a minor on a licensed premise.
- 6. Memorandum of Offer to Landowner with Plecity Kowalski Construction Inc.
- 7. Change Order No. 2 for an increase of \$2,799.51, time extension to 10/15/21 and modification of Milestone No. 3 for Project No. FM-19-A3.
- 8. Change Order No. 1 in the amount of \$3,195.00 and time extension to 11/30/21 for Project No. FM-19-E1.
- 9. Change Order No. 1 for a time extension to 10/15/21 and modification of Milestone No. 3 for Project No. FM-19-A4.
- 10. Negative Final Balancing Change Order No. 1 in the amount of -\$9,110.80 for Project No. PR-21-B1.
- 11. State Water Commission request for cost reimbursement for FM Metropolitan Area Flood Risk Management Project in the amount of \$5,543,347.82.
- 12. Agreement for Services with the following:

- a. Derek Newberger.
  - b. Quita Allegbe.
  - c. Jean Claude Bohui.
  - d. Andrew Graner.
  - e. Tiffany Jasmann.
  - f. Benjamin Vetter.
  - g. Amanda Marinucci.
  - h. Catherine Conlin.
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13. Amendment to the Notice of Grant Award with the ND Department of Health and Human Services for PHEP-City Readiness Initiative (CFDA #93.089).
  14. Amendment to the Notice of Grant Award with the ND Department of Health for WIC (CFDA #10.557).
  15. Notice of Grant Award with the ND Department of Health for Regional Public Health Network (CFDA #93.991).
  16. Third Amendment to Lease Agreement with Dakota UPREIT Limited Partnership.
  17. Benefit renewals as outlined, effective 1/1/22.
  18. Franchise Agreement with Cable One, Inc. d/b/a Sparklight.
  19. Sole Source Procurement with ASP of Moorhead, Inc. for security services at the Main Library (SSP21169).
  20. HOME ARP Grant Agreement from US Department of Housing and Urban Development (CFDA #14.239).
  21. Resolution Approving Plat of First Community Addition.
  22. ND Department of Transportation Traffic Safety Contract for grant funding for Occupant Protection, Impaired Driving, Distracted Driving Enforcement, Speed Enforcement, and Underage Drinking Enforcement and Education Activities (CFDA #s 20.616 and 20.600).
  23. Bid award for one crawler dozer (RFP21156).
  24. Bid award for winter rental equipment (RFP21154).
  25. Change Order No. 3 in the amount of -\$5,421.24 for the Metro Transit Garage lighting replacement project (AFB20132).
  26. Sole Source Procurement with Suez Water Technologies and Solutions for the Membrane WTP Ultrafiltration system buildout.
  27. Termination of wireless equipment lease with New Cingular Wireless PCS, LLC at Water Tower No. 3 (1430 10th Street North).
  28. Bills.
  29. Memorandum of Offer to Landowner for Permanent Easement (Street and Utility) with A&T Land Co. LLC (Improvement District No. UN-20-B1).

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30. Change Order No. 4 for an increase of \$26,721.40 for Improvement District No. BN-20-L1.
  31. Change Order No. 1 for a time extension to 10/1/21 and modification of Milestone No. 2 for Improvement District No. FP-19-A2.
  32. Change Order No. 1 for a time extension to 10/1/21 and modification of Milestone No. 2 for Improvement District No. FP-19-A3.
  33. Change Order No. 1 for an increase of \$32,253.86 for Improvement District No. PR-21-C1.
  34. Change Order No. 4 for an increase of \$63,312.50 for Improvement District No. PR-21-G1.
  35. Change Order No. 2 for an increase of \$29,057.50 for Improvement District No. UN-21-A1.
  36. Addition of Improvement District No. BR-22-B1 to the 2022 CIP.
  37. Create Improvement District Nos. BR-22-C and BR-22-F.

#### **REGULAR AGENDA:**

38. **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](https://FargoND.gov/VirtualCommission)).**
39. **\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**
  - a. Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Amendments to 2021 Action Plan and 2020-2024 Consolidated Plan.
40. COVID-19 Update.
41. Commissioner Gehrig and Municipal Airport Authority Chair Erik Lind would like to discuss the Municipal Airport Authority's 2 mills.
42. Status Report on Term Sheet and MOU between the City and the Fargo Municipal Airport Authority.
43. Adopt Resolutions Authorizing the Sale of Properties located at 419 3rd Street North and 1 2nd Street South.
44. Recommendation to advertise for a Request for Qualifications and Proposals for Civil and Prosecutorial Legal Services.
45. Applications for Property Tax Exemptions for Improvements Made to Buildings:
  - a. Michael and Lisa Montgomery, 2968 28th Avenue South (3 year).
  - b. Bradley and Polly Bode, 1610 7th Street South (5 year).
  - c. Daryl and Wanda Holmen, 1506 14th Street South (5 year).
  - d. Terry Teigen, 1405 25th Avenue South, Unit A301 (5 year).
  - e. Gerald Sletten, 1405 25th Avenue South, Unit A205 (5 year).
  - f. Kevin and Ruth Black, 503 16th Avenue North (5 year).
  - g. Palma Marie Blotsky Life Estate, 1405 25th Avenue South, Unit A202 (5 year).
  - h. Kristopher and Erin Gillett, 1007 21st Avenue South (5 year).

- i. Richard and Roxann Burtness, 2318 15th Street South, Unit C11 (5 year).
- j. Daniel and Chelsea Simmons, 1711 9th Street South (5 year).

46. Recommendations for appointments and reappointments to the following Boards and Commissions:
- a. Housing and Redevelopment Authority.
  - b. Human Relations Commission.

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](http://www.FargoND.gov/citycommission).



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**Office of the City Attorney**

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**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

September 29, 2021

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Wine Education Alcohol License**

Dear Commissioners,

As you may recall, the Liquor Control Board recommended the creation of a new liquor license for a concept, proposed by Ellen Wall, to be located in the lower level of the Block 6 building, formerly occupied by the VIP Room. The recommendation was presented to City Commission on July 26, 2021 and the approved motion was to direct the City Attorney to draft a license for consideration. After several meetings and license iterations, the attached VWB license was presented to the Liquor Control Board on September 15, 2021. The Liquor Control Board recommended approval of the license which is now presented to you for consideration.

The license was proposed as an event license, to be used in a designated space. Thus, the V designation, for Venue. The proposal was also a very specific request for Wine Educational Events, thus the W for Wine. The B is an off-sale license, which was requested as a component of this license for the stock acquired from the Wine Educational Events, only available to those attending the Wine Educational Event at the time of the ticketed event. In other words, there is no store front off-sale being added to downtown, but ticket holders of a Wine Educational Event only may purchase off-sale on the night of the event.

Steve Sprague and I met several times with Ellen to “brainstorm” the proposed terms and conditions of this new license, taking into account the existing license structure and whether the new license unfairly usurped any existing licensed entities. To this end, the license is intended to be very narrow. The biggest challenge was defining what constitutes a Wine Educational Event. The definition in the proposed license is an attempt to ensure that the events are for a defined time, as determined by the license holder, for a defined purpose, with presentations by professionals in the wine industry, including wine, vintners and associated services. Persons attending the Wine Educational Events must be at least 21 years of age, and will be required to purchase a ticket for the particular event at a predetermined price, again as determined by the license holder. Only ticket holders will be permitted on the premises and allowed to consume

alcohol, or buy wine at retail, for one hour before and one hour after the educational component of the event. The number of attendees is limited to the number of seats available, and bar service is limited.

Other relevant components of the VWB license include the provision that there is no food sales requirement, the initial license fee is recommended to be \$7,500, the annual license fee is recommended at \$750, and only 10 such licenses would be initially available. The license holder may take the show on the road by holding a Wine Educational Event in a different venue with an E permit, with all of the same requirements- ticketed sales, time limitation, seating, etc. However, the off-sale portion of this license would not be eligible for the E permit- no off sale would be permitted at any other venues.

**SUGGESTED MOTION:** I move to receive and file the following Ordinance Amending Section 1506 (DD) and (H), Section 25-1507, and Section 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating Alcoholic Beverages and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Morris", with a stylized flourish at the end.

Nancy J. Morris  
Assistant City Attorney

NJM/al  
Enclosures

cc: Steve Sprague

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 25-1506, 25-1507 AND 25-  
1508 OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO  
MUNICIPAL CODE RELATING TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

\* \* \*

H. Class E. - A "Class E" license, in the nature of a special permit, shall authorize the holder of an existing "on-sale" license to engage in the sale of alcoholic beverages (on-sale only) on such licensed premises as may be designated in the "Class E" license, subject to the following restrictions and conditions:

1. A Class "E" license may be issued only to persons currently holding a Class "AB", Class "ABH", "ABH-RZ", Class "A", Class "C", Class "F", Class "FA", Class "G", Class "H", Class "I", Class "N", Class "W", Class "FA-Entertainment", "RZ-V", VWB or Class "Z" license.

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- 1 DD. A Class VWB license shall authorize the licensee to sell “on-sale” and “off-  
2 sale”, subject to the following restrictions and conditions:
- 3 1. The VWB license may sell and/or deliver on-sale wine only when a  
4 qualifying Wine Educational Event is in progress, commencing 60  
5 minutes before the educational component, and must cease sales and  
6 delivery 60 minutes after the educational event ends, but in no event  
7 later than midnight of the day of the Wine Educational Event.
- 8 2. Definitions.
- 9 a) Wine Educational Event: A particular set time for an event  
10 in which a particular wine or vintner is featured and a  
11 sommelier or other professionals, trained experts  
12 recognized in the wine industry or otherwise associated  
13 with the wine industry and complementary services, is  
14 engaged to make presentations intended to educate event  
15 ticket holders regarding particular aspects of the featured  
16 wine, vintner or associate services.
- 17 b) Venue: A particular event space identified in the license  
18 application and approved by the board of City  
19 Commissioners. Such venue may have a permanent bar  
20 for service, and may have limited seating at the bar for  
21 ticketed attendees only while a Wine Educational Event is  
22 in progress. The venue must provide seating for all  
23 attendees at the Wine Educational Event.
- 24 c) Controlled Access: Only those persons in possession of a  
25 ticket from the licensee may be permitted access or  
26 otherwise be permitted to consume wine on the premises  
27 during the designated times.
- 28 3. All Wine Educational Events must be ticketed by the licensee for a pre-  
29 determined price with limited capacity seating for the Wine Educational  
30 Event with a specific start time for such event. Only ticket holders for the  
31 specific Wine Educational Event may consume wine on-sale.
- 32 4. A Class VWB shall not have a food requirement.
- 33 5. There shall be no limit on the number of Wine Educational Events that a  
34 license holder may hold in the approved venue on a yearly basis.
- 35 6. A holder of a Class VWB license may engage in limited off-sale of wine  
36 only.

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- a) Off-sale may only be made to ticketed attendees of the Wine Educational Event during the time in which the Wine Educational Event is permitted herein.
- b) There shall be no store front or retail off-sale at any other times. Off-sale may only be to ticket holders of the specified Wine Educational Event and no off-sales shall be permitted to walk-in public. There shall be no signs or other announcement of off-sale wine except in association with a ticketed Wine Educational Event.
7. There shall be no charitable or licensed gaming of any kind in the licensed premise.
8. VWB license holders may secure an e-permit to conduct a qualifying Wine Education Event off the licensed premise.
  - a) No off-sale is permitted at events held pursuant to an e-permit for a qualifying Wine Educational Event off premise.
9. All attendees of the Wine Education Events must be 21 years old.
10. A Class VWB license shall be non-transferable. In the event the holder of a Class VWB shall close business (at the licensed venue), the license shall revert to the city.

Section 2. Amendment.

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

25-1507. License--Fees. —

- A. Initial issuance fee--For a license granted which is not a renewal or a transfer of an existing license, the following fees shall be payable as hereinafter provided:

Class AB—\$150,000  
Class ABH—\$30,000  
Class ABH-RZ—\$15,000  
Class ABH-limited—\$1,800.00  
Class A—\$115,000  
Class B—\$ 90,000

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Class C—\$7,500

Class D—\$1,500.00

Class DD—\$3,000

Class E—\$25 plus \$10 for each day requested. Additional \$25 fee if application is received less than 7 days before the event, and only after a showing of good cause. In no event will a permit be issued less than 48 hours before the scheduled event.

Class F—\$3,000

Class FA—\$100,000

Class FA-RZ—\$50,000

Class FA-GOLF—\$60,000

Class FA-ENTERTAINMENT—\$100,000

Class G—\$1,000

Class H—\$800

Class I—\$10,000

Class I-ENTERTAINMENT—\$10,000

Class J—No fee

Class L—No fee

Class M—\$1,500

Class N—\$3,000

Class O—\$400

Class P—\$1,400

Class W—\$7,500

Class Y—\$3,000

Class Z—\$105,000

Class B-Limited—\$80,000

Class RZ-V—\$5,000

Class DCP-E—\$25 plus \$10 for each day requested.

Class VWB—\$7,500

\* \* \* \*

\* \* \*

B. Annual fees shall be payable at the beginning of each license year as follows:

Class AB—\$2,400

Class ABH—\$2,000

Class ABH-RZ—\$2,000

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Class ABH-limited—\$700.00

Class A—\$1,700, except that the license fee for any lodge or club having a total membership of less than 1,000 shall be \$1,200 per year.

Class B—\$1,400

Class C—\$750

Class D—\$200

Class DD—\$500

Class E—No annual fee shall be charged for a Class E license.

Class F—\$1,500

Class FA—\$1,700

Class FA-RZ—\$1,700

Class FA-GOLF—\$1,700

Class FA-ENTERTAINMENT—\$1,700

Class G—\$400

Class H—\$300

Class I—\$1,000

Class I-ENTERTAINMENT—\$1,000

Class J—\$25

Class L—\$1,000

Class M—\$200

Class N—\$1,500

Class O—\$150

Class P—\$500

Class W—\$750

Class Y—\$500

Class Z—\$1,700

Class B-Limited—\$1,400

Class RZ-V—\$1,700

Class DCP-E—No annual fee shall be charged for a Class DCP-E license.

Class VWB—\$750

\* \* \* \*

Section 3. Amendment.

Section 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

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\* \* \*

F. The number of licenses which may be issued by the board of city commissioners shall be limited as follows:

29. Class VWB - 10

\* \* \* \*

Section 4. Penalty.

A person who willfully violates this ordinance is guilty of a Class B misdemeanor. Every person, firm or corporation violating an ordinance which is punishable as a Class B misdemeanor shall be punished by a fine not to exceed \$1,500.00, or by imprisonment not to exceed 30 days, or by both such fine and imprisonment, in the discretion of the court; the court to have power to suspend said sentence and to revoke the suspension thereof. In addition to such fine and/or imprisonment, the court, in its discretion, may assess a fee in an amount not to exceed \$25.00 as provided in section 27-01-10, N.D.C.C.

Section 5. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:



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ORDINANCE NO. \_\_\_\_\_

2

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN THE DISTRICT OF FARGO FOURTH 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 The District of Fargo Fourth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on July 6, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 20, 2021,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Three (3) and Four (4), Block One (1), and Lot Three (3), Block Two (2) of The District of Fargo Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "LC", Limited Commercial, District, with a "C-O", Conditional Overlay, District, as established by Fargo Municipal Ordinance No. 5127, to "MR-3", Multi-Residential, District, repealing the existing "C-O", Conditional Overlay, District to the above-described property and replacing with the following "C-O", Conditional Overlay, District:

**A. Commercial Developments.**

1. Building Form and Style.

1.1. All building elevations/façades greater than 200 feet in length, measured horizontally from vertical edge to vertical edge, shall incorporate wall plane projections or recesses. Each projection and/or recess shall have a depth of at

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1 least two (2) feet, and the cumulative total horizontal width of all projections  
2 and/or recesses within a façade shall equate to at least an accumulated total of  
3 twenty (20) percent of the overall horizontal length of the façade. No  
4 uninterrupted length of any façade shall exceed 200 horizontal feet.

5 1.2. Ground floor facades that are within 150 feet of the right of way,  
6 measured from the exterior wall, shall have arcades, display windows, entry  
7 areas, awnings, spandrel glass, ground level landscaping, or other such features  
8 along no less than fifty (50) percent of its horizontal length.

9 1.3. Principal Materials. Unless otherwise deemed acceptable by the Zoning  
10 Administrator, all exterior walls shall be constructed or clad with natural stone,  
11 synthetic stone, brick, stucco, integrally-colored and textured concrete masonry  
12 units or systems, exterior insulation finishing systems (EIFS), fiber cement,  
13 architectural metal panels, curtain walls, rainscreen systems or glass. All  
14 materials shall be commercial grade, durable, and have a multigenerational life  
15 span.

16 1.4. Accent Materials. In conjunction with the principal materials listed above  
17 in Section 1.3., finished wood and vinyl accent materials may also be used to  
18 construct or clad exterior walls. Accent materials shall be applied to no greater  
19 than twenty (20) percent of each building façade.

20 1.5. Loading/unloading areas, building service entrances, loading docks,  
21 overhead doors, and ground level HVAC units within 150 feet of public right-of-  
22 way shall be visually screened from adjacent public right-of-way by structures  
23 and/or landscaping. All structures used for visual screening shall be constructed  
or clad with the same materials used for the primary building.

1.6 Dumpsters, refuse containers, and outdoor storage areas shall be located at  
the side or rear of buildings and shall be visually screened from adjacent public  
right-of-way, when located within 150 feet of public right-of-way, by permanent  
walls. The permanent walls shall be constructed or clad with the same materials  
used for the primary building. Dumpsters and refuse containers shall contain  
permanent walls on at least three (3) sides with the service opening not directly  
facing any public right-of-way or residentially zoned property. The fourth side

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shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.7. Service, loading, and utility areas visible from residential areas shall be screened with a wall, berm, trellising or combination.

2. Site Design.

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped through the use of planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.1.1. Parking lots or parking structures;

2.1.2. Any public sidewalk or multi-use path along the perimeter of the lot;

2.1.3. Entrances of other buildings on the site;

2.1.4. Any public sidewalk system along the perimeter streets adjacent to the development; and

2.1.5. Adjacent pedestrian origins and destinations—including but not limited to transit stops, residential development, office buildings, and retail shopping buildings—where deemed practical and appropriate by the Zoning Administrator.

3. Prohibited Uses. The following uses are prohibited:

3.1. Detention facilities;

3.2. Self-service storage;

3.3. Vehicle repair;

3.4. Vehicle service, limited;

3.5. Industrial uses; and

3.6. Adult entertainment centers.

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4. Prohibited Signage. The following signs are prohibited:

4.1. Animated Sign: a sign having an intermittent or continuing variation in the illumination or physical position of any part of the device, except variations required for displaying time or temperature information.

4.2. Fence Signs: a sign affixed in any way to or painted on a fence.

4.3. Off Premises Sign: a sign which directs attention to a business, profession, product, service, activity or entertainment not conducted, sold or offered on the premises upon which the sign is located. One pylon sign to be shared with all three (3) businesses is allowed for proximity next to the interstate with a height limit of sixty (60) feet.

4.4. Pennant: a flag tapering to a point usually strung together by line or rope.

4.5. Portable Sign: any sign designed to be moved easily and is not permanently affixed to the ground, structure or building.

4.6. Roof Sign: a sign erected above the highest point of a flat roof or mounted on a gable pitched or hipped roof.

4.7. Vehicular Sign: a sign or business identification affixed to any vehicle, including, but not limited to automobiles, trucks, tractors, trailers, wagons, carts, manufactured homes, and similar vehicles and their accessories.

4.8. Window Sign: a sign painted or applied directly on a window or affixed to the outside or inside of a window.

**B. Residential Developments.**

1. Building Form and Style.

1.1. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone,

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synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Metal panel, finished wood and vinyl shall be allowed on residential structures but should not exceed 75% of the building elevation.

1.2. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way, when located within 150 feet of public right-of-way, by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

2. Site Design.

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped through the use of planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

- 2.1.1. Parking lots;
- 2.1.2. Any public sidewalk or multi-use path along the perimeter of the lot;
- 2.1.3. Entrances of other buildings on the site;
- 2.1.4. Any public sidewalk system along the perimeter streets adjacent to the development;
- 2.1.5. Adjacent pedestrian origins and destinations—including, but not limited to transit stops, residential development, office buildings,

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

2.1.6. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

3. Prohibited Signage. The following signs are prohibited:

3.1. Animated Sign: a sign having an intermittent or continuing variation in the illumination or physical position of any part of the device, except variations required for displaying time or temperature information.

3.2. Fence Signs: a sign affixed in any way to or painted on a fence.

3.3. Off Premises Sign: a sign which directs attention to a business, profession, product, service, activity or entertainment not conducted, sold or offered on the premises upon which the sign is located. One pylon sign to be shared with all three (3) businesses is allowed for proximity next to the interstate with a height limit of sixty (60) feet.

3.4. Pennant: a flag tapering to a point usually strung together by line or rope.

3.5. Portable Sign: any sign designed to be moved easily and is not permanently affixed to the ground, structure or building.

3.6. Roof Sign: a sign erected above the highest point of a flat roof or mounted on a gable pitched or hipped roof.

3.7. Vehicular Sign: a sign or business identification affixed to any vehicle, including, but not limited to automobiles, trucks, tractors, trailers, wagons, carts, manufactured homes, and similar vehicles and their accessories.

3.8. Window Sign: a sign painted or applied directly on a window or affixed to the outside or inside of a window.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 2. The following described property:

Lots One (1) and Two (2), Block One (1), and Lots One (1), Two (2), Four (4), Five (5), and Six (6), Block Two (2) of The District of Fargo Fourth Addition to the City of Fargo, Cass County, North Dakota;

that is currently zoned "LC", Limited Commercial, District, subject to the existing "C-O", Conditional Overlay, District, as established by Fargo Municipal Ordinance No. 5127, will hereby retain the base zoning of "LC", Limited Commercial, repeal the existing "C-O", Conditional Overlay, District to the above-described property, and replace with the "C-O", Conditional Overlay, District, as described in Section 1 of this Ordinance.

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

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

(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

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

First Reading:  
Second Reading:  
Final Passage:



3

Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

September 30, 2021

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: International African Restaurant and Nightclub, LLC**

Dear Commissioners,

Presented for your consideration and approval are Findings, Conclusions and Order regarding the proceedings pertaining to the International African Restaurant and Nightclub, LLC. The Order mirrors the motion approved on September 20, 2021 at the Special Hearing, as reflected in the minutes presented for your approval. The motion provided that the license shall be revoked, such revocation suspended for a period of 30 days in order to allow the Licensees the ability to enter into an agreement to transfer the license to acceptable owners

**Suggested Motion:** I move to approve the Findings, Conclusion and Order in accordance with FMC §25-1513 pertaining to the License Revocation of the International African Restaurant and Nightclub, LLC and authorize the Mayor to execute the same.

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

Regards,

Nancy J. Morris

NJM/lmw

Enclosure





**Findings, Conclusions and Order of the Board of City Commissioners of the city of Fargo regarding the License Revocation of the International African Restaurant and Nightclub, LLC**

A hearing was held before the Liquor Control Board (“LCB”) of the city of Fargo on September 15, 2021, pursuant to a Notice of Special Meeting at 2:00 p.m., and before the Board of City Commissioners (“City Commission”) on September 20, 2021, pursuant to a Notice of Special Meeting at 4:00 p.m. regarding the Class A license held by the International African Restaurant and Nightclub, LLC (hereinafter “Africa Club” or “Licensee”). Mr. Adam Richard and Mr. Brett Brudvik (virtually) appeared as counsel on behalf of the License holders, Mballu Brown and Corey Schultz, and further admitted service of the Notices of such hearings. Mballu Brown appeared in person, Corey Schultz appeared virtually.

**Factual Background**

This matter was presented on reapplication to the LCB pursuant to the Findings, Conclusion and Order of the City Commission dated August 9, 2021, wherein the City Commission extended the suspension of the license pending approval of reapplication by the LCB and City Commission. The LCB took up the matter of the reapplication at the Special Meeting on September 15, 2021, at which time it considered the testimony of Police Chief David Zibolski and City Auditor Steve Sprague relative to various and numerous applications submitted, culminating in the application dated September 10, 2021 (“September 10th Application”), submitted on behalf of the Licensee by counsel. Prior to the final application being received Police Chief Zibolski had prepared a written report to the LCB dated August 12, 2021, based on a previously submitted application wherein Daniel Kwame Omane was identified as the General Manager of the Licensee. Mr. Schultz and Ms. Brown were identified as the Owners on the prior application, and therefore background investigations and credit checks had been completed and were available for consideration for the application received September 10, 2021.

Chief Zibolski recommended denial of the new application due to discrepancies in the applications, conduct of the named applicants, and ongoing concerns with the operational plans of the Licensee. In response to argument by counsel and questioning of Mballu Brown, identified in the reapplication as the Owner and General Manager, the LCB recommended continued suspension of the license for a period of 30 days in order to allow Ms. Brown to secure proper training to operate the establishment.

The City Commission held a Special Hearing on September 20, 2021, to consider further the recommendation of the LCB and to conduct a full hearing on the reapplication. City Auditor Steve Sprague advised the City Commission of the status of the reapplication, calling the City

Commission's attention to the last application received as proper for consideration, relayed the LCB recommendation, and further presented a factual basis pertaining to potential Fargo Municipal Code Ordinance violations. In particular, Mr. Sprague noted that the reapplication was essentially the same as the first application approved in June 2019, with the same people identified as owners. Mr. Sprague identified a document for consideration wherein Mr. Schultz and Mr. Frances Brown confirmed that Mr. Brown would transfer his "ownership interest to his wife, Mballu Brown," and further that Mr. Brown will be removed as the Manager "and that Mballu Brown will be appointed to be the new Manager of the LLC." (Exhibit "A" attached hereto). The September 10th application identifies Ms. Brown as Owner and Manager, with a hire date of August 31, 2021. Mr. Sprague advised that pursuant to ordinance, the City Commission may in its discretion find cause exists to suspend or revoke a license if an applicant has made any false statement in his application for a license. Fargo Municipal Code §25-1512 (B) (5).

Mr. Sprague further highlighted the conduct of Mr. Schultz that resulted in a charge of Disorderly Conduct, a Class B misdemeanor, in 2020. Captain Chris Helmick appeared at the City Commission hearing in Chief Zibolski's stead and further detailed the nature of the Disorderly Conduct conviction, advising that Mr. Schultz resisted arrest, was combative to police officers, and used derogatory and offensive language.

Mr. Sprague called the City Commission's attention to the Resolution Establishing License Application Qualification Guidelines ("Guidelines") adopted by the City Commission on February 26, 2018 (Exhibit "B" attached hereto) and suggested that Mr. Schultz's conduct may be determined by the City Commission to be in violation of existing ordinance and these Guidelines. Captain Helmick reiterated Chief Zibolski's previously stated concerns that the facts of this event are incompatible to operating a liquor establishment, calling into question Mr. Schultz's suitability to hold a liquor license.

#### Findings of Fact, Conclusions and Order

Following a full and complete hearing and the submission of the evidence, including consideration of the evidence and testimony presented to the LCB on September 15, 2021, and this City Commission on September 20, 2021, the City Commission hereby finds cause exists for the revocation of the Class A alcoholic beverage license issued to the International African Restaurant and Nightclub, LLC. The City Commission finds that the applicants have made false and misleading statements in the application granted in 2019 in violation of FMC §25-1512 (B)(5), and further that the present application does not rectify or address the concerns for which the Licensee was suspended pursuant to the Findings, Conclusions and Order dated August 9, 2021. The license was granted in 2019 based on the written affirmation from Owner Corey Schultz and the prior co-applicant Mr. Francis Brown stating that Mr. Brown would not be the Owner and/or General Manager for the establishment due to Mr. Brown's inability to qualify for the license in his own name. Owners Corey Schultz and Mballu Brown represented to the City Commission that Mballu Brown was the Owner and Manager of the liquor establishment. This representation was false. Further, Owner Corey Schultz's behavior resulting in a Disorderly Conduct charge following the issuance of the license to Mr. Schultz and Ms. Brown was

problematic given the public safety concerns resulting in the suspension of the license in the first instance, with at least one Commissioner stating his opinion that there needs to be a “clean slate” on the roster of Owners and Managers of the liquor license. The City Commission approved a motion to revoke the Class A license issued to the International African Restaurant and Nightclub, LLC, such revocation suspended for a period of thirty (30) days in order to allow the Licensees the ability to enter into an agreement to transfer the license to acceptable Owners.

Dated this \_\_\_\_ day of October, 2021.

---

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

ATTEST:

---

Steve Sprague, City Auditor

## At a Meeting of Members of International African Restaurant and Nightclub LLC

On June 25, 2019 and by unanimous consent of all members it is agreed that:

The transfer of Francis Brown's ownership interest to his wife, Mballu Brown, is accepted and she is to be considered a member of the LLC in good standing with all the rights and responsibilities accorded to her under the Membership and Control Agreement of the LLC.

It is further agreed that effective on this date Francis Brown will be removed as the Manager of International African Restaurant and Nightclub LLC and that Mballu Brown will be appointed to be the new Manager of the LLC.



Francis Brown – Manager/Owner

Date



Corey Schultz – Owner

June 25, 2019

Date

COMMISSIONER Gehrig introduced the following resolution and moved its adoption:

RESOLUTION ESTABLISHING LICENSE APPLICATION QUALIFICATION  
GUIDELINES

WHEREAS, the City of Fargo has enacted Article 25-15 of the Fargo Municipal Code for the purposes of licensing retail liquor in the city of Fargo; and

WHEREAS, Section 25-1505 of the Fargo Municipal Code mandates the Police Chief investigate the applicant, including the character, reputation, and fitness of the applicant to hold a license, and make a recommendation to the Board of City Commissioners as to whether or not a license should be granted under this Article; and

WHEREAS, the Board of City Commission of the City of Fargo desires to establish guidelines for purposes of considering the character, reputation, and fitness of an applicant for a license pursuant to Article 25-15.

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

1. Applicant may not have had revoked, in the previous 5 years, any license for the sale of alcoholic beverages.
2. Property taxes and special assessments for the building in which the licensed premises are located may not be delinquent.
3. Applicant may not be in default on any obligation owed to the city of Fargo.
4. Applicant may not have sought any form of Bankruptcy protection within the past 5 years.
5. Applicant's credit must be in good standing. Applicant must not have any outstanding/unsatisfied civil or criminal judgments, including restitution judgments.
6. Applicant must be identified as in Good Standing with the North Dakota Secretary of State and the North Dakota Attorney General's Office.
7. Any false statement in the application process shall result in automatic refusal of the license application, or immediate withdrawal of prior issuance.
8. Applicant and/or manager may not have been convicted of any of the following offenses within the previous five (5) years, or if the applicant is not otherwise considered rehabilitated within the meaning of NDCC 12.1-33-02.1, or the offense has a direct bearing on the owner or manager's ability to serve the public in a liquor business:

## Exhibit "B"

- a. A felony;
- b. Conviction of an offense involving the manufacture, sale, distribution or possession of alcoholic beverages;
- c. Forfeiture of a bond or failure to appear in court pursuant to court order;
- d. Conviction of an offense involving the sale or felony possession of drugs;
- e. Conviction of any offense of Domestic Violence, Child Endangerment, or Sexual Assault;
- f. Conviction of a Prostitution offense;
- g. Conviction of an Obscenity or Pornography offense.

In the application of this section, it shall be presumed that a violation of paragraphs 7 (b), 7 (d-g) has a direct bearing on the applicant's ability to serve alcoholic beverages to the public.

9. Applicant must not have two (2) or more convictions in the two (2) years immediately prior to the application of the following offenses:
  - a. Actual physical control of a motor vehicle while under the influence of alcohol or drugs;
  - b. Minor in possession of alcohol;
  - c. Sale or delivery of alcohol to a minor;
  - d. Consuming in public.
10. Any other offense determined by the Board of City Commission to have a direct bearing on the applicant's or manager's ability to serve alcoholic beverages, and in the protection of the public interests.
11. Pending charges of either a felony or misdemeanor in any jurisdiction will result in the application being held until disposition of the charges, at which time the application will be considered in accordance with the foregoing criteria. Applications will be processed as they are received, and applications held for pending charges will be withdrawn from que until fully reviewable.


The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER Grindberg, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS Gehrig, Grindberg, Piepkorn, Strand, Mahoney The following were absent

Exhibit "B"

and not voting: none , and the following voted against the same: none .  
whereupon the resolution was declared duly passed and adopted.

  
Timothy J. Mahoney, Mayor

ATTEST:

  
Steve Sprague, City Auditor



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL

SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to North Dakota Long Term Care Association	Date(s) of Activity to	For a raffle, provide drawing date(s): December 13th, 2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income Mirranda Gross	Title Education Ast	Business Phone Number (701) 354-9775	
Business Address 1900 N. 11th St.	City Bismarck	State ND	Zip Code 58501-1914
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Holiday Inn Fargo	Site Address 3803 13th Ave. S		
City Fargo	State ND	Zip Code 58103-3301	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

## DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Prize Basket 1	\$100.00	Raffle	Prize Basket 10	\$100.00
Raffle	Prize Basket 2	\$100.00			
Raffle	Prize Basket 3	\$100.00			
Raffle	Prize Basket 4	\$100.00			
Raffle	Prize Basket 5	\$100.00			
Raffle	Prize Basket 6	\$100.00			
Raffle	Prize Basket 7	\$100.00			
Raffle	Prize Basket 8	\$100.00			
Raffle	Prize Basket 9	\$100.00			
Total:					(Limit \$40,000 per year) \$ 1,100.00

 Intended uses of gaming proceeds: Grant wishes to the residents in long term care facilities in the state.

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

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

 Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☐ No ☒ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ 4,326.00 . This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official <u>Sherrill D. Dotsch</u>	Date <u>9-14-21</u>	Title <u>President</u>	Business Phone Number <u>701-222-0160</u>
--	------------------------	---------------------------	--



LIC  
 25.00  
 9/22/21




## SFN 9338 (08/2019)

☒ Local Permit☐ Bingo ☒ Raffle ☒ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker \* ☐ Twenty-one \* ☐ Paddlewheels \*

Stat OK

Total:	\$	9,450.00
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Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
	9/21/2021	President	(701) 361-2224



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

\$25.00  
5250

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

Name of Nonprofit Organization or group of people permit is issued to <b>Fargo Youth Hockey Association</b>	Date(s) of Activity to	For a raffle, provide drawing date(s): <b>02-16-22</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Jennifer Thompson</b>	Title <b>Past President</b>	Business Phone Number <b>(701) 235-4300</b>	
Business Address <b>831 17th Ave N</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58102-2226</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>HA Thompson Arena</b>	Site Address <b>831 17th Ave N</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58102-2226</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
raffle	Cash	\$2,500.00	raffle	SXP Camo 3.5	\$450.00
raffle	Mesa 300Win	\$1,300.00	raffle	6.5 Creedmoor	\$430.00
raffle	SX4 Semi 12GA	\$800.00	raffle	Nova 3.5 12 ga	\$400.00
raffle	Ruger 243Win	\$600.00	raffle	10 - \$100 Apple bees Gift Cards	\$1,000.00
raffle	Glock 19Gen5 9MM	\$600.00	raffle	10 - \$100 Buffalo Wild Wings Gift Cards	\$1,000.00
raffle	Golden Boy 22LR	\$530.00	raffle	10 - \$100 Play it Again Gift Cards	\$1,000.00
raffle	Glock model 43	\$530.00	raffle	5 - \$100 Pottery Barn Gift Cards	\$500.00
raffle	Sauer P365	\$500.00	raffle	4 - \$50 Scheels Gift Cards	\$200.00
raffle	Cash	\$500.00			
			Total:		(Limit \$40,000 per year) \$ 12,840.00

Intended uses of gaming proceeds: Ice Rental

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

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

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

Signature of Organization or Group's Top Official <i>[Signature]</i>	Date <b>9/27/2021</b>	Title <b>Treasurer</b>	Business Phone Number <b>(701) 298-1524</b>
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5

**AUDITOR'S OFFICE**

Fargo City Hall  
225 4th Street North  
PO Box 2471  
Fargo, ND 58108  
Phone: 701.241.8108 | Fax: 701.241.8184  
[www.FargoND.gov](http://www.FargoND.gov)

September 21, 2021

To: Board of City Commissioners  
From: Steven Sprague, City Auditor ✍  
Re: Windbreak

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1518 of the Fargo Municipal Code, allowing a minor on a licensed premise. The Liquor Control Board meet on August 18 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4<sup>th</sup> Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and recommended following the established penalty matrix. The penalty for a first failure of allowing a minor on a licensed premise is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

**Recommended Motion**

**Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix \$500 penalty for allowing a minor on a licensed premise at the Windbreak**

**From:** Brent J. Edison <bedison@vogellaw.com>  
**Sent:** Monday, September 20, 2021 4:15 PM  
**To:** Nancy Morris; Steve Sprague  
**Cc:** Donna J. Hestbeck  
**Subject:** Windbreak violation - appeal withdrawn

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Nancy and Steve,

Please be advised that, after further consideration, the Windbreak has decided to withdraw its appeal and forego any further challenge to the finding of a compliance violation by the Windbreak. If you have questions or require anything further, please contact me.

Thanks,

**Brent J. Edison | Attorney**  
218 NP Ave  
P.O. Box 1389  
Fargo, ND 58107-1389  
Phone: 701.356.6333 | Fax: 701.237.0847  
[bedison@vogellaw.com](mailto:bedison@vogellaw.com)  
[www.vogellaw.com](http://www.vogellaw.com)

Licensed in North Dakota and Minnesota



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## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Storm Sewer Easements & Incidental Construction Costs

Location: Crofton Coves

Date of Hearing: 9/13/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/4/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding the purchase of an easement for storm sewer along with incidental construction costs due to the misalignment of the storm sewer pipe.

A storm sewer pipe was recently discovered during an adjacent basement excavation for a home being built by Plecity Kowalski Construction, Inc. The adjacent storm sewer pipe was misaligned. The builder was able to flip the house to accommodate the existing storm sewer pipe alignment. Additional work was required to modify the building layout and re-stake and excavate for the new footprint. The builder's cost of this work was \$5,000 and the easement purchase for the installed alignment is \$3,850.

Staff is recommending approval of the easement purchase and builder construction costs for a total amount of \$8,850. This purchase will be paid from the Storm Sewer Utility Fund.

On a motion by Bruce Grubb, seconded by Steve Sprague, the committee voted to recommend approval of the easement purchase (\$5,000) and builder construction costs (\$3,850) to Plecity Kowalski Construction, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC, approve the easement purchase and builder construction costs for an amount of \$8,850 to Plecity Kowalski Construction, Inc., and authorize the Mayor to sign the executed easement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Funds

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

Letter of Credit required (per policy approved 5-28-13)


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

COMMITTEE

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

Present	Yes	No	Unanimous
<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"/>	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

**CC:** Brenda Derrig, City Engineer

**Date:** September 13, 2021

**Re:** Storm Sewer Easement and Incidental Construction Cost in Crofton Coves

In 2014, the City of Fargo completed the largest construction season to date of infrastructure improvements, which was nearly 3 times the normal level. Due to the volume of work planned in the Capital Improvement Plan and the multiple developer requested infrastructure requests, Engineering Consultant Firms were utilized to complete a portion of the design and construction work. Moore Engineering was awarded the design and construction administration of the Crofton Coves improvements.

A storm sewer pipe was recently discovered during an adjacent basement excavation for a home being built by Plecity Kowalski Construction, Inc. The adjacent storm sewer pipe was installed at the improper alignment. The builder worked with the present pipe alignment and was able to make the lot still buildable but additional work was required to modify the building layout and re-stake and excavate for the new footprint. The builder's cost of this work was \$5,000.00 and the easement purchase for the installed alignment is \$3,850.00. The total cost to obtain the new easement and necessary construction activities is \$8,850.00.

Attached to this memorandum is the Offer to Landowner document, site GIS map and additional construction cost items identified.

### Recommended Motion

Approve easement purchase and builder construction costs for an amount of \$8,850.00 to Plecity Kowalski Construction, Inc. This purchase will be paid from the Storm Sewer Utility Fund.

JRB/jmg

Attachments





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

<h1>Crofton Coves Storm Easement</h1>	
1:564	9/9/2021 2:08 PM
<small>This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.</small>	

THE CITY OF

**Fargo**

FAR MORE



**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project N/A	County Cass	Parcel(s) 01-8510-01150-000
Landowner Plecity Kowalski Construction Inc.		
Mailing Address 5949 53rd 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 \$ 8,850.00 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	\$	8,850.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
<b>Total Offer</b>	<b>\$</b>	<b>8,850.00</b>

\*Description of Damages to Remainder are as follows:

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

  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

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

**CITY OF**  
**Fargo**

**Timothy J. Mahoney**

MAYOR

SIGNATURE

DATE



# EXHIBIT A

Description:

A tract of land in Lot 34, Block 7 of CROFTON COVES FIRST ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

Commencing at the northwest corner of said Lot 34; thence southerly, along the westerly line of said Lot 7, a distance of 12.61 feet along a curve concave to the west having a central angle of 1°30'18" and a radius of 480.00 feet to a point of intersection with the southerly line of an existing 20 foot municipal access/utility/storm sewer easement as shown on document 1393281 on record at the Cass County Recorder's Office; thence South 69°44'37" East, along said southerly line, parallel with the northerly line of said Lot 34, a distance of 39.65 feet to the point of beginning; thence continuing South 69°44'37" East, along said southerly line, parallel with the northerly line of said Lot 34, a distance of 233.81 feet to a point on the easterly line of said Lot 34; thence southerly along said easterly line, a distance of 15.57 feet along a curve concave to the east having a central angle of 15°07'18" and a radius of 58.98 feet; thence South 01°27'58" East, continuing along said easterly line, a distance of 7.85 feet; thence North 64°26'13" West, a distance of 241.55 feet to the point of beginning.

Said tract contains 2,598 square feet, more or less.

Bearings based on the plat of CROFTON COVES FIRST ADDITION on file as document 1393281 at the Cass County Recorder's Office.



ENGINEERING DEPT.

## PERMANENT EASEMENT

LOT 34, BLOCK 7, CROFTON COVES FIRST ADDITION,  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

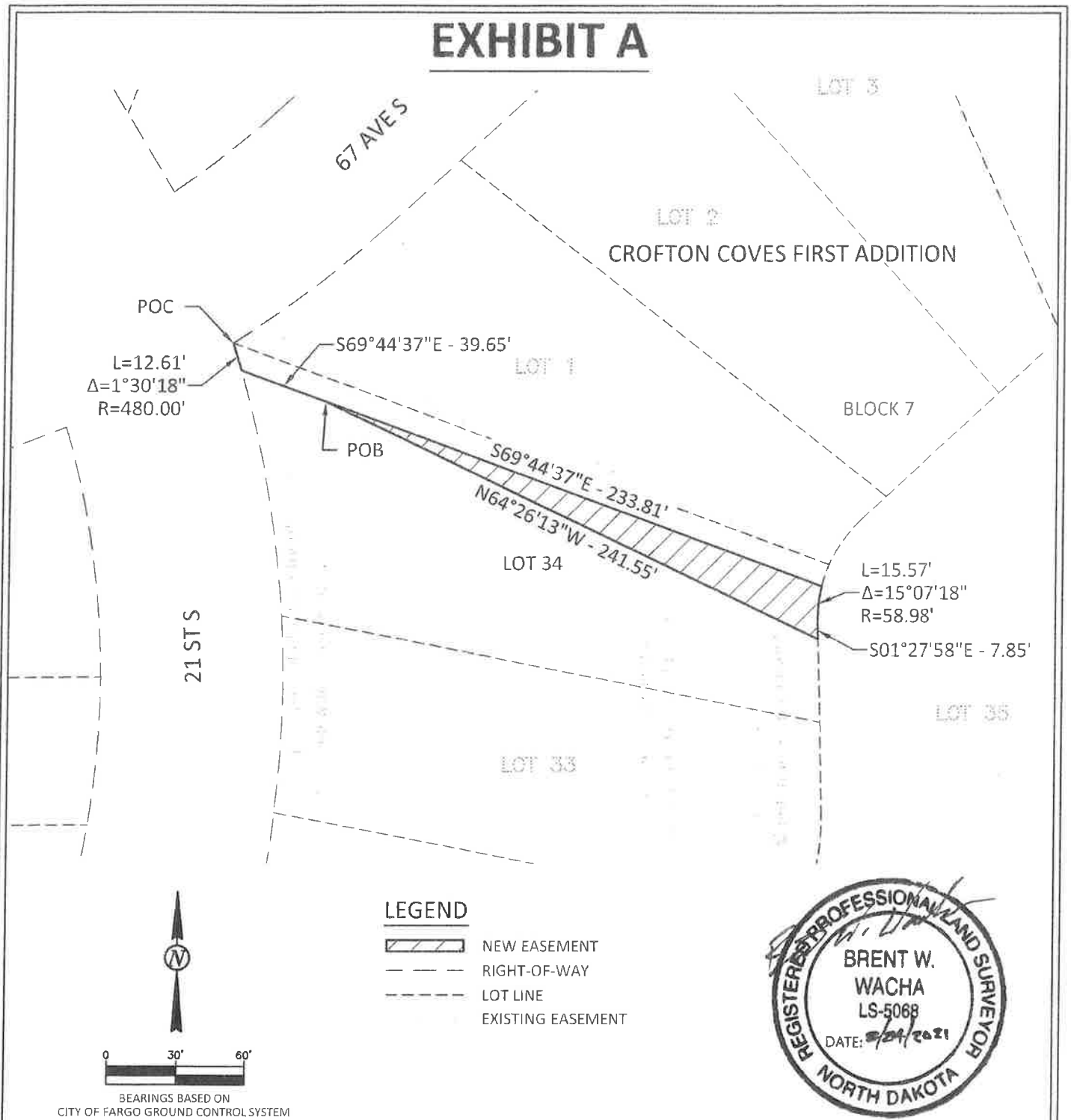
DRAWN BY: BWW

APPROVED BY: BWW

DATE: AUGUST 23, 2021

SHEET 1 OF 2

# EXHIBIT A



**THE CITY OF**  
**Fargo**  
FAR MORE

ENGINEERING DEPT.

## PERMANENT EASEMENT

LOT 34, BLOCK 7, CROFTON COVES FIRST ADDITION,  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWW

APPROVED BY: BWW

DATE: AUGUST 23, 2021

SHEET 2 OF 2

FILE NAME: T:\Engineering\Survey\Descriptions\1384912\Crofton Outfall\Crofton Outfall Esmt.dwg

## **Jody Bertrand**

**From:** Shawn Bullinger  
**Sent:** Thursday, September 09, 2021 3:12 PM  
**To:** Jody Bertrand; Brenda Derrig  
**Subject:** FW: Crofton house

FYI

**From:** Jason Plecty <jplecity@midconetwork.com>  
**Sent:** Wednesday, September 01, 2021 2:23 PM  
**To:** Shawn Bullinger <SBullinger@FargoND.gov>  
**Subject:** Crofton house

---

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

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Hello

This is what I'm thinking for time into house that we had to do after we found the pipe

We had plumbers come back and move the sewer and water as this is the first thing that goes in before we dig basement they had 2 plumbers for ½ day plus maybe few hundred in material .

Red river excavating had to re mobilize I had them pull out after we found the problem .. they had about ½ day to fill in the basement that was dug so we could have the concrete guys come back and re stake the house

MH concrete 4 hrs time to re stake house

Cost me 2 wk delay on the home and of course owners had sold house and were renting no sure how that will add at the end

I had probably good ½ of day reworking things with my drafter and at the site after we found the pipe and chased that down with the right people

My dafter had ¼ day replotting and resending to city for what they would except for the new location

Moving the gar to the other side also cost me 25 ft more city apron at 34 ft wide

So I had a fair amount of cost into things ..

Thanks Jason

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Project No. FM-19-A3 Type: Change Order #2 &amp; Time Extension

Location: Riverwood Addition Date of Hearing: 9/27/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/4/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a Change Order #2 in the amount of \$2,799.51 for extra items, time extension, and modifications to Milestone No. 3.

The General Contractor, Sellin Brothers, has been delayed on the project due to private utility conflicts. Sellin is asking that the Substantial Completion date be extended from September 15, 2021 to October 15, 2021. Material supplier delays are also impacting lift station completion. Due to the uncertainty of material delivery the Contractor would like fencing, sluice and flap gates, hatches and the control panel to be included in the Milestone No. 3 date of March 1, 2022, which coincides with lift station startup.

Staff is recommending approval of Change Order #2, time extension, and modifications to Milestone No. 3 as described above.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #2 in the amount of \$2,799.51 bringing the total contract amount to \$2,858,726.51, time extension adjusting the Substantial Completion date to October 15, 2021, and modifications to Milestone No. 3 to Sellin Brothers.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #2 in the amount of \$2,799.51, time extension, and modification of Milestone No. 3 to Sellin Brothers.

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)


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

COMMITTEE

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

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

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Project Manager  
**Date:** September 27, 2021  
**Re:** Project No. FM-19-A3 – General Contract Substantial Completion Time Extension, Milestone No. 3 Modification and Extra Items (Change Order #2)

---

### Background:

Project No. FM-19-A3 is for the installation of an earthen levee and storm water pumping station in the Riverwood Addition located north of 40<sup>th</sup> Avenue North and east of 10<sup>th</sup> Street North.

The General Contractor (Sellin Brothers) has been delayed on this project due to private utility (Lumen) conflicts. Sellin was unable to complete the levee in this area along with new sidewalk construction at 40<sup>th</sup> Avenue North and tree/landscape plantings. Lumen completed their new service line installation on Thursday, September 16, which will now allow the Contractor to complete the project. Sellin is asking that the Substantial Completion date be extended to October 15, 2021 to complete the project.

Material supplier delays are also impacting lift station completion. Due to the uncertainty of material delivery the Contractor would like to include fencing, sluice & flap gates, hatches and the control panel to be included in the Milestone No. 3 date of March 1, 2022 which coincides with lift station startup.

### Extra Items:

- A new outfall pipe to the river was installed on this project. The old outfall rip rap in the river was exposed with the low water level. The old rip rap was removed and disposed at a total cost of \$1,420.00.
- At the north end of the project an existing drain tile pipe draining a low area needed to be cored into the new inlet structure. Total cost is \$582.93.
- When paving was removed on 41<sup>st</sup> Avenue North damage to the manhole cover was observed. The old cover was 5" thick and that is not the standard thickness of new covers. To replace the cover the top section of manhole had to be removed and a shorter barrel section was installed along with a new cover slab. The Contractor covered the installation costs and the City covered the material costs. Total cost is \$796.58.

**Recommended Motion:**

Approve the Change Order #2 for extra items described above in the amount of \$2,799.51, changes to the Milestone 3 date as described above and the Substantial Completion date as shown below:

Original Completion Dates:	Revised This Memo:
Substantial Completion – 9/15/2021	Substantial Completion – 10/15/2021

Source of funding: Sales Tax Funds – Flood Control – 460.

Attachments



September 13, 2021

Robert Hasey  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Subject: FM-19-A3 Riverwood Flood Risk Management Project  
Change Order No. 2 Recommendation**

Mr. Hasey:

Sellin Brothers, Inc. is requesting a modification to the contract Substantial Completion date as well as a modification to the scope of Milestone No. 3. Sellin is also requesting additional payment for several change order items. These items are discussed in more detail below.

**TIME EXTENSION REQUEST**

**Substantial Completion Date Extension:** As outlined the attached Request for Time Extension from Sellin Brothers, Inc. dated September 7, 2021, continued delays due to the Lumen (CenturyLink) utilities in 40<sup>th</sup> Ave N have caused delays in completing the levee construction and exporting excess clay material from the site. The most recent correspondence with Lumen stated that their utilities would not be clear until September 16, 2021. The current contract Substantial Completion date is September 15, 2021. As a result, Sellin is requesting that the Substantial Completion date be extended until October 15, 2021.

**Milestone No. 3 Scope Modification:** Sellin is requesting a modification to the scope of Milestone No. 3 as a result of manufacturing delays for the pump station fencing and gates, hatches, and the control panel. The current contract states that Milestone No. 3 shall consist of installation of the pump station pumps, wiring of the pumps to the control panel, and pump station startup. Sellin is requesting that the installation of the pump station gates, fence, hatches, and control panel be moved from substantial completion to Milestone No. 3. They state in their request that they will install the items as they are received.

**ADDITIONAL PAYMENT ITEMS**

**Outfall Rubble Removal:** When removing the existing storm water outfall as outlined in the plans, the contractor encountered large pieces of concrete along the river bank that had to be removed. These items were not visible at the time the project was bid, but due to the low river levels this summer are now visible and accessible. Per the attached Work Order No. 14901, Sellin is requesting \$1,420 to cover the cost to excavate, load, and dispose of this debris.

**Install DT Boot in ST-6:** While excavating the inspection trench for the levee, Sellin encountered an unknown driantile pipe that drains a low area in the rear yards to the west of ST-6. In order to allow this area to drain adequately, ST-6 was cored and a booted connection was installed to accept the draintile pipe. Per the attached Work Order No. 14903, Sellin is requesting \$582.93 to cover the costs of this work.

**Replace 41<sup>st</sup> Ave N Sanitary Manhole Top Section:** After removing the pavement from the 41<sup>st</sup> Ave N cul-de-sac damage to the top section of the sanitary manhole was observed. The manhole had a flat top section with a



Robert Hasey  
September 13, 2021  
Page 2



non-standard thickness that could not be replaced. As a result, the flat top and first barrel section was removed and replaced with a transition section and new cover. As discussed during our weekly construction meetings, the City agreed to pay the price of the new manhole sections and Sellin would be responsible for the installation. Per the attached Work Order No. 14904, the cost for these materials is \$796.58.

We have reviewed the attached request and agree with the Time Extension requests listed above. We have also reviewed the costs of the Additional Payment Items listed above and find these costs to be justified and reasonable. These items will result in a total increase to the current contract amount of \$2,799.51. Therefore, we recommend approving this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael P. Love', is written over a horizontal line.

Michael P. Love, PE  
Project Manager  
Direct: 701.499.2062  
mlove@houstoneng.com



1204 Hobart Street • PO Box 159  
Hawley, MN 56549  
Phone: (218) 483-3522  
Fax: (218) 483-4678  
[www.sellinbrothers.com](http://www.sellinbrothers.com)  
*Equal Opportunity Employer*

September 7, 2021

Houston Engineering Inc.  
1401 21<sup>st</sup> Ave N  
Fargo, ND 58102

Attn: Mike Love

RE: Request for Time Extension  
Riverwood Flood Risk Management Project  
City of Fargo  
Project No. FM-19-A1

Dear Mr. Love,

Sellin Brothers, Inc. (SBI) requests a time extension moving the substantial completion date to 10/15/2021 due to utility relocation delays outside of our control.

Additionally, SBI requests that the installation of the pump station gates, fence, hatches, and control panel be moved from the substantial completion milestone to milestone #3 due to manufacturing delays. Firm delivery dates for these items are yet unknown. These items will be installed as they are received.

The revised substantial completion date above is based on my conversation with Century Link in which it was stated that the final tie over would occur starting on 9/20/21.

Please contact me with any questions at 218-483-3522 or [chase@sellinbrothers.com](mailto:chase@sellinbrothers.com).

Respectfully,

Chase Zeller

A handwritten signature in black ink, appearing to be "CZ", written over a horizontal line.

Sellin Brothers, Inc.  
Project Manager





Qty	Description	Unit Price	TOTAL
<p align="center"><b><u>Fargo Riverwood Flood Risk MGMT Project</u></b></p> <p align="center"><b><u>Install New Barrel Section and Lid on Ex San MH</u></b></p>			
<b>Materials</b>			
1.00	EA - 1' Spigot by Spigot Transition Barrel Section	\$238.97	\$238.97
1.00	EA - 48" Manhole Cover	\$398.29	\$398.29
1.00	LS - 25% Markup on Materials	\$159.32	\$159.32
<p align="right">subtotal</p>			\$796.58
<p>Payment Terms: To Be Added To Total Contract Amount</p>			
<p align="right">Shipping &amp; Handling</p>			
<p align="right">Taxes</p>			
<p>Customer Signature: _____</p>			
<p align="right"><b>TOTAL</b></p>			\$796.58



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

<b>Project No</b>	FM-19-A3	<b>Change Order No</b>	2
<b>Project Name</b>	Riverwood Flood Risk Management Project - General		
<b>Date Entered</b>	9/16/2021	<b>For</b>	Sellin Brothers, 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:** Substantial Completion Time Extension, Milestone 3 Modification & Extra Items

Modify Substantial Completion from 9/15/2021 to 10/15/2021. Modify Milestone 3 (March 1, 2022) to include installation of lift station sluice and flap gates, fencing, hatches and control panel.

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 (\$)
Storm Sewer	78	Extra - StormSewers	LS	0.00	0.00	0.00	1.00	1.00	1,420.00	1,420.00
	79	Extra - StormSewers	LS	0.00	0.00	0.00	1.00	1.00	582.93	582.93
<b>Storm Sewer Sub Total (\$)</b>									<b>2,002.93</b>	
Sanitary Sewer	80	Extra - SanitarySewer	LS	0.00	0.00	0.00	1.00	1.00	796.58	796.58
	<b>Sanitary Sewer Sub Total (\$)</b>									<b>796.58</b>

**Summary**

Source Of Funding

Sales Tax Funds - Flood Control - 460

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

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

**CONTRACT TIME**

Current Substantial Completion Date

09/15/2021

Current Final Completion Date

30.00

Additional Days Substantial Completion

0.00

Additional Days Final Completion

10/15/2021

New Substantial Completion Date

New Final Completion Date



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

**Description**

Add 30 calendar days to Substantial Completion due to Lumen delays associated with their communication lines north of 40th Ave N conflicting with our levee alignment.

**APPROVED**

For Contractor

Title

*[Signature]*  
Project Manager

**APPROVED DATE**

Department Head

*[Signature]*

Mayor

9/30/21

Attest

8

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-E1

Type: Change Order #1 &amp; Time Extension

Location: Elm Circle

Date of Hearing: 9/27/2021

RoutingDate

City Commission

10/4/2021

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Change Order #1 in the amount of \$3,195 for additional topsoil and relocation of three existing trees, and time extension adjusting the Substantial and Final Completion dates.

The General Contractor, Key Contracting, has been delayed on this project due to subcontractor material delays. The time extension requested adjusts the Substantial Completion date from September 15, 2021 to November 15, 2021 and Final Completion date from October 15, 2021 to November 30, 2021.

Staff is recommending approval of Change Order #1 and the associated time extension.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 in the amount of \$3,195 bringing the total contract amount to \$822,422.80 and time extension to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$3,195 bringing the total contract amount to \$822,422.80 and time extension adjusting the Substantial Completion date to November 15, 2021 and Final Completion date to November 30, 2021 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

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

☒☒☐

Ryan Erickson

ATTEST:



Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson



## Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Project Manager  
**Date:** September 27, 2021  
**Re:** Project No. FM-19-E1 – Substantial and Final Completion Time Extension and Extra Items (Change Order #1)

---

### **Background:**

Project No. FM-19-E1 is for the installation of an earthen levee in the Elm Circle neighborhood.

The General Contractor (Key Contracting) has been delayed on this project due to subcontractor material delays. Fencing along the top of the retaining wall behind 1375 & 1385 Elm Circle is delayed by the subcontractor's (Precision Fence) supplier. A Substantial Completion date revised to November 15, 2021 and a Final Completion date of November 30, 2021 is being requested for this material delay. All other aspects of the project have been completed prior to the contract Substantial Completion date of September 15, 2021.

### **Extra Items:**

- More topsoil was exposed under the levee footprint than anticipated. We directed Key to use more topsoil on the levee embankment slopes than originally designed narrowing the 4:1 clay core to a 3:1 clay core. Key needed to revise their GPS model at a cost of \$330 and machine time to move and place the topsoil that would have been loaded on a truck and hauled away totaling \$1,215.
- Three coniferous trees were spaded and relocated at the request of the homeowner at 1355 Elm Circle. By relocating three trees we saved the cost of removing three trees (3 @ \$300/ea) and planting six new trees (6 @ \$575/ea) totaling \$4,350. Relocating and watering three existing pine trees totaled \$1,650.

### **Recommended Motion:**

Approve the Change Order #1 for extra items as described above and changes to the Substantial and Final Completion dates as shown below:

Original Completion Dates:	Revised This Memo:
Substantial Completion – 9/15/2021	Substantial Completion – 11/15/2021
Final Completion – 10/15/2021	Final Completion – 11/30/2021

Source of funding: Sales Tax Funds – Flood Control – 460

Attachments



Fargo Office	P	701.237.5065
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1401 21st Avenue North | Fargo, ND 58102

September 20, 2021

Robert Hasey  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Subject: FM-19-E1 Elm Circle Flood Risk Management Project  
Change Order No. 1 Recommendation**

Mr. Hasey:

Key Contracting is requesting a modification to the contract Substantial Completion date as well as additional payment for several change order items. These items are discussed in more detail below.

**ADDITIONAL PAYMENT ITEMS**

**Request No. 1:** ITEM 1 - While striping the project site, the contractor encountered more topsoil than originally anticipated. The project plans estimated that there would be 3,470 CY of excess topsoil on the project that would need to be exported from the site. After consulting with the project Geotechnical Engineer, the proposed levee section was modified to have a 3:1 clay core instead of the 4:1 core originally shown on the plans. This modification allowed for more of the topsoil to be used on site and also reduced the amount of clay import needed for the project. In order to construct the levee per the revised section, the contractor is requiring an additional \$1,545 to revise their machine control and adjust their earthwork operations. **ITEM 2** - At the request of the resident at 1355 Elm Circle, 3 of the existing trees originally identified for removal were relocated to another location on their property. The contractor is requesting \$1,650 to spade and provide periodic watering of the three trees. The total cost for Request No. 1 is \$3,195. Request No. 1 dated July 15, 2021 is attached for reference.

**TIME EXTENSION REQUEST**

**Substantial Completion Date Extension:** As outlined the attached Request 2 dated August 31, 2021, the contractor is requesting that the substantial completion date for the installation of the fencing material on the project be extended to November 15, 2021. This is being requested due to a manufacturing delay for the fence material.

**Final Completion Date Extension:** As outlined the attached Request 2 dated August 31, 2021, the contractor is requesting that the Final Completion Date for the installation of the fencing material on the project be extended to November 30, 2021. This is being requested due to a manufacturing delay for the fence material.

**RECOMMENDATIONS**

We have reviewed the Additional Payment Items and Time Extension Request listed above and find them to be reasonable. These items will result in a total increase to the current contract amount of \$3,195 and will extend the Substantial Completion and Final Completion dates to November 15, 2021 and November 30, 2021, respectively. Therefore, we recommend approving this request.

Robert Hasey  
September 20, 2021  
Page 2



Sincerely,

A handwritten signature in black ink, appearing to read 'Michael P. Love', written over a horizontal line.

Michael P. Love, PE  
Project Manager  
Direct: 701.499.2062  
mlove@houstoneng.com

**Key Contracting, Inc.**

245 7th Avenue NE

West Fargo, North Dakota 58078

Phone: (701) 238-8192

Fax: (701) 356-0166

Internet: keycontracting.com




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## CHANGE ORDER REQUEST

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Request: 1

Date: 7/15/2021

Project: FM-19-E1 - Elm Circle

Project Location: Fargo, ND

Request for: Machine Time and Relocate Spruce Trees

Narrative: Item 1: Key requests a change order for machine time to move black dirt. The original project called for roughly a 400' levy at a slope of 3:1. The revision called for a 4:1 slope. The revision necessitated a new GPS model and machine time to move the additional black dirt. The black dirt had been piled and would have been paid under the 'Topsoil Haul' line item. Key requests payment for machine time as outlined below for moving the black dirt a second time. A new GPS model was required.

Item 2: Key requests a change order for the relocation and watering of 3 spruce trees. Also, please note the final quantity of trees removed was 25 with an additional 3 moved.

Item Number	Description	Quantity	Rate	Total
	<b>Materials</b>			
1	Model Fee	1	\$ 330.00	\$ 330.00
1	Dozer with Operator (HR)	5	\$ 180.00	\$ 900.00
1	Skidsteer with Operator (HR)	3	\$ 105.00	\$ 315.00
2	Relocate Spruce Trees (EA)	3	\$ 220.00	\$ 660.00
2	Water Spruce Trees (EA)	3	\$ 330.00	\$ 990.00
				\$ -
				\$ -

**Total Requested Change \$ 3,195.00**

The contract is hereby amended as follows:

Original Contract Price	\$ 819,227.80
Previous Contract Adjustments	\$ -
Current Change Order Adjustment	\$ 3,195.00
Amended Contract Total	\$ 822,422.80

Accepted on the date noted above by:

A handwritten signature in black ink, appearing to read "M. J. [unclear]", is written over a horizontal line.

Key Contracting, Inc.

**Key Contracting, Inc.**

245 7th Avenue NE

West Fargo, North Dakota 58078

Phone: (701) 238-8192

Fax: (701) 356-0166

Internet: keycontracting.com




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## CHANGE ORDER REQUEST

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Request: 2

Date: 8/31/2021

Project: FM-19-E1 - Elm Circle

Project Location: Fargo, ND

Request for: Fence Revisions

Narrative: Precision Fence requests a time extension to accommodate fence revisions. A request for additional compenstion will follow. The original request was sent on 8/31/21.

Item Number	Description	Quantity	Rate	Total
1	Fence Revisions (LS)		TBD	\$ -
2	GC Markup (%)			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

**Total Requested Change \$ -**

Original Substantial Completion Date: 9/15/2021

Original Final Completion Date: 10/15/2021

Requested Substantial Completion Date (Fence Only): 11/15/2021

Requested Final Completion Date (Fence Only): 11/30/2021

The contract is hereby amended as follows:

Original Contract Price	\$ 819,227.80
Previous Contract Adjustments	\$ 3,195.00
Current Change Order Adjustment	\$ -
<b>Amended Contract Total</b>	<b>\$ 822,422.80</b>

Accepted on the date noted above by:

A handwritten signature in black ink, appearing to read "M. J. [unclear]", is written over a horizontal line.

Key Contracting, Inc.



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

<b>Project No</b>	FM-19-E1	<b>Change Order No</b>	1
<b>Project Name</b>	Elm Circle Flood Risk Management Project		
<b>Date Entered</b>	9/17/2021	<b>For</b>	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:** Substantial and Final Completion Time Extension & Extra Items

Modify Substantial Completion from 9/15/2021 to 11/15/2021 and Final Completion from 10/15/2021 to 11/30/2021. Extra items for excess topsoil placement and relocating three pine trees.

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 (\$)
Flood Mitigation	47	Extra - FloodControl	LS	0.00	0.00	0.00	1.00	1.00	1,545.00	1,545.00
Miscellaneous	48	Extra - Landscaping/Trees	LS	0.00	0.00	0.00	1.00	1.00	1,545.00	1,545.00
<b>Flood Mitigation Sub Total (\$)</b>									1,650.00	1,650.00
<b>Miscellaneous Sub Total (\$)</b>									1,650.00	1,650.00

**Summary**

<b>Source Of Funding</b>	Sales Tax Funds - Flood Control - 460
<b>Net Amount Change Order # 1 (\$)</b>	3,195.00
<b>Previous Change Orders (\$)</b>	0.00
<b>Original Contract Amount (\$)</b>	819,227.80
<b>Total Contract Amount (\$)</b>	822,422.80

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
09/15/2021		61.00	76.00	11/15/2021	
<b>Description</b>					



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

*Thomas P. Martin*

For Contractor

President

Title

APPROVED DATE

Department Head

Mayor

Attest

*[Signature]* 9/30/21

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Project No. FM-19-A4 Type: Time Extension (CO #1)  
 Location: Riverwood Addition Date of Hearing: 9/27/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/4/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension and modifications to Milestone No. 3.

The General Contractor, Sellin Brothers, has been delayed on this project due to private utility conflicts. As a result, the Electrical Contractor, Rick Electric, has been delayed with their work items since they are dependent on the General Contractor completing their work. Rick Electric is requesting a 30-day extension adjusting the Substantial Completion date from September 15, 2021 to October 15, 2021. Rick Electric is also requesting a modification to Milestone No. 3 to include installation of lighting and the control panel to coincide with the lift station startup of March 1, 2022.

Staff is recommending approval of Change Order #1 time extension and modifications to Milestone No. 3 as described above.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 for time extension and Milestone No. 3 modifications.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #1 time extension adjusting the Substantial Completion date to October 15, 2021 and modifications to Milestone No. 3.

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)


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

COMMITTEE

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

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

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson



# Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Project Manager  
**Date:** September 27, 2021  
**Re:** Project No. FM-19-A4 – Electrical Contract Substantial Completion Time Extension and Milestone No. 3 Modification (Change Order #1)

---

**Background:**

Project No. FM-19-A4 is the Electrical portion of the Flood Risk Management project in the Riverwood Addition located north of 40<sup>th</sup> Avenue North and east of 10<sup>th</sup> Street North.

The General Contractor (Sellin Brothers) has been delayed on this project due to private utility (Lumen) conflicts. As a result of the General Contractor delays, the Electrical Contractor (Rick Electric) has been delayed with their work items since the Electrical Contractor's activities are dependent on the General Contractor completing their work items.

Rick Electric is requesting a 30-day extension to the Substantial Completion date to align with the same time extension request from the General Contractor, Sellin Brothers.

Rick Electric is also requesting a modification to Milestone No. 3 to include installation of lighting and the control panel, which is March 1, 2022 and coincides with lift station startup.

**Recommended Motion:**

Approve changes to Milestone No. 3 as described above and the Substantial Completion date as shown below:

Original Completion Dates:	Revised This Memo:
Substantial Completion – 9/15/2021	Substantial Completion – 10/15/2021

Attachments



Fargo Office	P	701.237.5065
--------------	---	--------------

1401 21st Avenue North | Fargo, ND 58102

September 13, 2021

Robert Hasey  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Subject: FM-19-A4 Riverwood Flood Risk Management Project – Electric Contract  
Change Order No. 1 Recommendation**

Mr. Hasey:

Rick Electric, Inc. is requesting a modification to the contract Substantial Completion date as well as a modification to the scope of Milestone No. 3. These items are discussed in more detail below.

**TIME EXTENSION REQUEST**

**Substantial Completion Date Extension:** As outlined the attached Request for Time Extension from Rick Electric, Inc. dated September 7, 2021, continued delays due to the Lumen (CenturyLink) utilities in 40<sup>th</sup> Ave N have caused delays in completing the levee construction. The most recent correspondence with Lumen stated that their utilities would not be clear until September 16, 2021. The current contract Substantial Completion date is September 15, 2021. As a result, Rick Electric is requesting that the Substantial Completion date be extended until October 15, 2021 to align with the Substantial Completion date extension being requested by Sellin Brothers, Inc.

**Milestone No. 3 Scope Modification:** Rick Electric is requesting a modification to the scope of Milestone No. 3 as a result of manufacturing delays realized by Sellin Brothers, Inc. The delay in the pump station construction due to these manufacturing delays have prohibited Rick Electric from installing the interior lighting and power for pump station. The current contract states that Milestone No. 3 shall consist of installation of the pump station pumps, wiring of the pumps to the control panel, and pump station startup. Rick Electric is requesting that the installation of the interior lighting and power for the pump station be moved from substantial completion to the Milestone No. 3.

We have reviewed the attached request and agree with the Time Extension requests listed above. Therefore, we recommend approving this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael P. Love', is written over a horizontal line.

Michael P. Love, PE  
Project Manager  
Direct: 701.499.2062  
mlove@houstoneng.com

# **RICK ELECTRIC, INC.**

*"Quality Service Since 1964"*

T (218) 233-6194  
F (218) 233-7798  
[www.rickelectric.com](http://www.rickelectric.com)

3010 24th AVENUE SOUTH - BOX 159  
MOORHEAD, MINNESOTA 56561-0159

September 7, 2021

Houston Engineering Inc.  
1401 21st Ave N  
Fargo, ND 58102

Attn: Mike Love

RE: Request for Time Extension  
Riverwood Flood Risk Management Project  
City of Fargo  
Project No. FM-19-A1

Dear Mr. Love,

Rick Electric, Inc., requests a time extension and modification to milestones based on attached letter from Sellin Brothers, Inc.

Substantial completion to be changed to 10/15/2021.

Installation of interior lighting and power also to be moved to milestone #3.

Sincerely



Denny Rick  
Vice President





1204 Hobart Street • PO Box 159  
Hawley, MN 56549  
Phone: (218) 483-3522  
Fax: (218) 483-4678  
[www.sellinbrothers.com](http://www.sellinbrothers.com)  
*Equal Opportunity Employer*

September 7, 2021

Houston Engineering Inc.  
1401 21<sup>st</sup> Ave N  
Fargo, ND 58102

Attn: Mike Love

RE: Request for Time Extension  
Riverwood Flood Risk Management Project  
City of Fargo  
Project No. FM-19-A1

Dear Mr. Love,

Sellin Brothers, Inc. (SBI) requests a time extension moving the substantial completion date to 10/15/2021 due to utility relocation delays outside of our control.

Additionally, SBI requests that the installation of the pump station gates, fence, hatches, and control panel be moved from the substantial completion milestone to milestone #3 due to manufacturing delays. Firm delivery dates for these items are yet unknown. These items will be installed as they are received.

The revised substantial completion date above is based on my conversation with Century Link in which it was stated that the final tie over would occur starting on 9/20/21.

Please contact me with any questions at 218-483-3522 or [chase@sellinbrothers.com](mailto:chase@sellinbrothers.com).

Respectfully,

Chase Zeller

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

Sellin Brothers, Inc.  
Project Manager



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

<b>Project No</b>	FM-19-A4	<b>Change Order No</b>	1
<b>Project Name</b>	Riverwood Flood Risk Management Project - Electrical		
<b>Date Entered</b>	9/16/2021	<b>For</b>	Rick Electric

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:** Substantial Completion Time Extension and Milestone 3 Modification

Modify Substantial Completion from 9/15/2021 to 10/15/2021. Modify Milestone 3 (March 1, 2022) to include installation of lighting and lift station control panel.

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 (\$)
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 1 (\$)</b>										
<b>Previous Change Orders (\$)</b>										0.00
<b>Original Contract Amount (\$)</b>										28,200.00
<b>Total Contract Amount (\$)</b>										28,200.00

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/15/2021		30.00	0.00	10/15/2021	

Description

**APPROVED**

**APPROVED DATE**

For Contractor

Department Head

Title

Mayor



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Attest

(10)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. PR-21-B1

Type: Negative Final Balancing Change Order #1

Location: Citywide

Date of Hearing: 9/27/2021

RoutingDate

City Commission

10/4/2021

PWPEC File

X

Project File

Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Negative Final Balancing Change Order #1 in the amount of \$-9,110.80, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of \$-9,110.80, bringing the total contract amount to \$773,752.17.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Asphalt Preservation Co., Inc.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-9,110.80, bringing the total contract amount to \$773,752.17 to Asphalt Preservation Co., Inc.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Sales Tax

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/ACOMMITTEE

Present	Yes	No	Unanimous
			<u>17</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

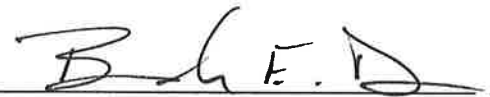
Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

  
Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson



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

<b>Project No</b>	PR-21-B1	<b>Change Order No</b>	1
<b>Project Name</b>	Seal Coat & Incidentals		
<b>Date Entered</b>	9/13/2021	<b>For</b>	Asphalt Preservation Company, 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:**

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 (\$)
Section 1	2	F&I Seal Aggregate A	SY	28,969.00	0.00	28,969.00	-0.80	28,968.20	0.75	-0.60
	3	F&I Seal Oil	GAL	7,532.00	0.00	7,532.00	-593.23	6,938.77	2.07	-1,227.99
								<b>Section 1 Sub Total (\$)</b>		<b>-1,228.59</b>
Section 2	6	F&I Seal Aggregate A	SY	63,166.00	0.00	63,166.00	-0.73	63,165.27	0.75	-0.55
	7	F&I Seal Aggregate B	SY	20,274.00	0.00	20,274.00	-0.57	20,273.43	0.75	-0.43
	8	F&I Seal Oil	GAL	23,000.00	0.00	23,000.00	-1,459.41	21,540.59	2.07	-3,020.98
	10	Paint Epoxy Line 24" Wide	LF	420.00	0.00	420.00	42.00	462.00	22.00	924.00
	63	* towing Move cars from streets we were working on.	LS	0.00	0.00	0.00	1.00	1.00	1,030.00	1,030.00
								<b>Section 2 Sub Total (\$)</b>		<b>-1,067.95</b>
Section 3	13	F&I Seal Aggregate A	SY	23,860.00	0.00	23,860.00	109.16	23,969.16	0.75	81.87
	14	F&I Seal Oil	GAL	6,204.00	0.00	6,204.00	-232.79	5,971.21	2.07	-481.88
	15	Paint Epoxy Line 24" Wide	LF	42.00	0.00	42.00	42.00	84.00	22.00	924.00
								<b>Section 3 Sub Total (\$)</b>		<b>523.99</b>
Section 4	19	F&I Seal Aggregate B	SY	39,868.00	0.00	39,868.00	-0.34	39,867.66	0.75	-0.26
	20	F&I Seal Oil	GAL	14,353.00	0.00	14,353.00	-1,415.37	12,937.63	2.07	-2,929.82
	21	Paint Epoxy Line 4" Wide	LF	22,524.00	0.00	22,524.00	-121.00	22,403.00	2.25	-272.25
	22	Paint Epoxy Line 8" Wide	LF	361.00	0.00	361.00	172.00	533.00	4.50	774.00
	23	Paint Epoxy Line 16" Wide	LF	55.00	0.00	55.00	17.00	72.00	18.00	306.00



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

<b>Section 4</b>		24	Paint Epoxy Line 24" Wide	LF	156.00	0.00	156.00	-6.00	150.00	22.00	-132.00
		25	Paint Epoxy Message	SF	762.00	0.00	762.00	-16.00	746.00	19.00	-304.00
		<b>Section 4 Sub Total (\$)</b>									-2,558.32
<b>Section 5</b>		28	F&I Seal Aggregate A	SY	61,913.00	0.00	61,913.00	-0.83	61,912.17	0.75	-0.62
		29	F&I Seal Oil	GAL	16,098.00	0.00	16,098.00	-673.47	15,424.53	2.07	-1,394.08
		30	Paint Epoxy Line 24" Wide	LF	546.00	0.00	546.00	102.00	648.00	22.00	2,244.00
		62	* towing moving cars from streets we were working on	LS	0.00	0.00	0.00	1.00	1.00	1,030.00	1,030.00
		<b>Section 5 Sub Total (\$)</b>									1,879.29
<b>Section 6</b>		33	F&I Pavement Mix Wear Course Asph	TON	10.00	0.00	10.00	2.00	12.00	350.00	700.00
		34	F&I Seal Aggregate A	SY	27,668.00	0.00	27,668.00	0.08	27,668.08	0.75	0.06
		35	F&I Seal Oil	GAL	7,194.00	0.00	7,194.00	-304.99	6,889.01	2.07	-631.33
		36	Paint Epoxy Line 4" Wide	LF	744.00	0.00	744.00	-32.00	712.00	2.25	-72.00
		37	Paint Epoxy Line 8" Wide	LF	52.00	0.00	52.00	-27.00	25.00	4.50	-121.50
		38	Paint Epoxy Message	SF	859.00	0.00	859.00	24.00	883.00	19.00	456.00
		<b>Section 6 Sub Total (\$)</b>									331.23
<b>Section 7</b>		41	F&I Seal Aggregate A	SY	37,045.00	0.00	37,045.00	-0.57	37,044.43	0.75	-0.43
		42	F&I Seal Aggregate B	SY	6,403.00	0.00	6,403.00	-73.31	6,329.69	0.75	-54.98
		43	F&I Seal Oil	GAL	11,937.00	0.00	11,937.00	-646.99	11,290.01	2.07	-1,339.27
		44	Paint Epoxy Line 4" Wide	LF	204.00	0.00	204.00	-100.00	104.00	2.25	-225.00
		45	Paint Epoxy Line 8" Wide	LF	97.00	0.00	97.00	-97.00	0.00	4.50	-436.50
		<b>Section 7 Sub Total (\$)</b>									-2,056.18
<b>Section 8</b>		48	F&I Seal Aggregate A	SY	32,601.00	0.00	32,601.00	-0.49	32,600.51	0.75	-0.37
		49	F&I Seal Oil	GAL	8,477.00	0.00	8,477.00	-355.05	8,121.95	2.07	-734.95
		<b>Section 8 Sub Total (\$)</b>									-735.32
<b>Section 9</b>		52	F&I Pavement Mix Wear Course Asph	TON	20.00	0.00	20.00	-7.02	12.98	350.00	-2,457.00
		53	F&I Seal Aggregate A	SY	47,570.00	0.00	47,570.00	-0.25	47,569.75	0.75	-0.19
		54	F&I Seal Aggregate B	SY	29,478.00	0.00	29,478.00	-0.07	29,477.93	0.75	-0.05



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

Section 9	55	F&I Seal Oil	GAL	22,976.00	0.00	22,976.00	-1,511.70	21,464.30	2.07	-3,129.22
	56	Paint Epoxy Line 4" Wide	LF	4,669.00	0.00	4,669.00	-18.00	4,651.00	2.25	-40.50
	57	Paint Epoxy Line 8" Wide	LF	703.00	0.00	703.00	-20.00	683.00	4.50	-90.00
	58	Paint Epoxy Line 24" Wide	LF	60.00	0.00	60.00	-12.00	48.00	18.00	-216.00
	59	Paint Epoxy Message	SF	246.00	0.00	246.00	32.00	278.00	22.00	704.00
	61	* towing move cars from streets we were working on	LS	0.00	0.00	0.00	1.00	1.00	1,030.00	1,030.00
<b>Section 9 Sub Total (\$)</b>										-4,198.96
<b>Grand Total (\$)</b>										-9,110.80

\* NC Items

**Summary**

**Source Of Funding**

**Net Amount Change Order # 1 (\$)**

**Previous Change Orders (\$)**

**Original Contract Amount (\$)**

**Total Contract Amount (\$)**

-9,110.80  
0.00  
782,862.97  
773,752.17

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**

07/31/2021

**Current Final Completion  
Date**

**Additional Days Substantial  
Completion**

0.00

**Additional Days Final  
Completion**

0.00

**New Substantial  
Completion Date**

07/31/2021

**New Final Completion  
Date**

**Description**

**APPROVED**

**APPROVED DATE**

For Contractor

Title

*Anthony*  
President

Department Head

Mayor

Attest

*T-Dee*  
9/30/21



**FINANCE OFFICE**


PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

[www.FargoND.gov](http://www.FargoND.gov)

**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE**   
**RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL**  
**DATE: September 23, 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 \$5,543,347.82.

**FINANCE OFFICE**

PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

[www.FargoND.gov](http://www.FargoND.gov)

September 23, 2021

Garland Erbele, P.E.  
 North Dakota State Water Commission  
 900 East Boulevard Avenue, Dept 770  
 Bismarck, ND 58505-0850

Dear Garland,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #117 pursuant to the terms and conditions of House Bill 1020 for costs incurred from July 1, 2021 to August 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 \$5,543,347.82.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$ 354,500,000.00	\$ 309,395,929.37	\$ 11,086,695.64	50%	\$ 5,543,347.82	\$ 39,560,722.81

Project Narrative, this request:

Project Number	Project Description
V00703	MN DNR permit application fee for Drayton Dam project
V01701	Land and easement purchases for homeowners living in various areas of the diversion project
V01701	Residential relocation assistance for homeowners living in the project area. Also includes commercial relocation assistance for a business in the phase II channel area
V01704	Right of entry for biotic and geomorphic services
V03803	Pay applications #5 & #6 for WP50C – property structure mitigation
V03804	Pay application #1 for WP50E – property structure mitigation
V05401	Land purchase for the Harwood, Hackberry, and River Drive South, Phase 2 flood risk management project
V05405	Pay applications #1 (general) & #1-2 (electrical) for Red River pump station improvement project. Also includes building permits and equipment.
V05407	Pay application #1 (electrical) for the Riverwood Addition flood risk management project. Also includes land/easement purchases, residential relocation assistance, and recording fees.
V05408	Land purchase and residential relocation assistance for the Royal Oaks flood risk management project. Also includes recording fees.
V05410	Land and easement purchases for the Elm Circle flood risk management project. Also includes recording fees.
V05411	Pay application #1 for Oak Grove flood risk management project. Also includes an easement purchase, wetland mitigation credits, and recording fees.
V05412	Pay applications #4 - #7 for house demolition and site restoration in the areas of Riverwood, Broadway North, Woodcrest, South Park & Burritts 1 <sup>st</sup> Addn
V05419	Pay application #10 for Storm Lift #24 rehab

V05422	Pay applications #5 - #7 for Northside flood risk management project. Also includes a utility relocation.
V06001	Pay Application #4 for WP50 – Property Structure Mitigation – Phase B
V06002	Pay Applications #5 & #6 for WP43G – OHB wetland mitigation
V06003	Pay Applications #1 & #2 for WP50D1 – property structure mitigation
V06601	Pay Application #3 for WP43D.5 – OHB Ring Levee

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

Expense Type	Amount
Engineering Services	2,168,187.22
Construction Management	1,834,028.64
Legal Services	752,398.30
Financial Advisor	156,788.00
Appraisal Services	92,453.39
Consulting Services	54,375.00
Property Holding Costs	43,824.40
Quality Testing	37,795.00
Trustee Fees	32,000.00
Legal Publications	1,429.74
<b>Total Eligible Expense</b>	<b>5,173,279.69</b>

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  
July - August 2021**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-0000-206.10-00	7/15/2021	312693	INDUSTRIAL BUILDERS INC	5,000.00	PAY VENDOR RETAINAGE	V06001	WP50B-STRUCTURE REMOVALS
790-0000-206.10-00	8/19/2021	313507	SCHMIDT AND SONS CONSTRUCTION INC	15,208.00	Retainage	V03803	WP50C-STRUCTURE REMOVALS
790-0000-206.10-00	8/19/2021	313507	SCHMIDT AND SONS CONSTRUCTION INC	2,000.00	Pay Vendor Retainage	V03803	WP50C-STRUCTURE REMOVALS
790-0000-206.10-00	9/2/2021	313760	INDUSTRIAL BUILDERS INC	17,328.85	Pay Retainage	V06003	WP50D.1-STRUCTURE REMOVALS
790-0000-206.10-00	8/19/2021	313456	INDUSTRIAL BUILDERS INC	(19,328.85)	WORK PKG 50D1 IBI	V06003	WP50D.1-STRUCTURE REMOVALS
790-0000-206.10-00	9/2/2021	313816	SCHMIDT AND SONS CONSTRUCTION INC	(2,332.40)	PROPERTY STRUCTURE MITIGATION	V03804	WP50E-STRUCTURE REMOVALS
790-0000-206.10-00	7/29/2021	313077	KPH, INC	(352.82)	OHB RING LEVEE	V06601	OHB RING LEVEE WP-43DS
790-0000-206.10-00	7/29/2021	313070	INDUSTRIAL BUILDERS INC	(31,397.75)	WETLAND MITIGATION	V06002	WP43G-OHB WETLAND MITIGATION
790-0000-206.10-00	9/2/2021	313760	INDUSTRIAL BUILDERS INC	(16,981.20)	OHB WETLAND MITIGATION	V06002	WP43G-OHB WETLAND MITIGATION
<b>Total Retainage</b>				<b>(30,856.17)</b>			
790-7915-429.38-99	9/5/2021	879	P CARD BMD	3,000.00	DEPT OF NATURAL RESOUR	V00703	MN DNR PERMIT-DRAYTON DAM
790-7950-429.68-10	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	4,491.81	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	10,525.64	CONSOLIDATED COMMUNICATION	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	11,400.00	NORTH CENTRAL MITIGATION,	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	68.00	SIMPLIFILE LC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	68.00	SIMPLIFILE LC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	23.00	SIMPLIFILE LC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.38-99	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	(20.00)	City of Fargo	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.71-30	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE				
<b>Total ND Construction - Other Services</b>				<b>29,832.45</b>			
790-7930-429.34-65	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,100.00	PATRICIA A ANDERSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	550.00	COLIN STANGELAND	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	550.00	RENEE STANGELAND	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	750.00	PATRICIA A HANGGI	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,350.00	JAMES A GRETNUM	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	750.00	STEVEN MCNAMEE	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	4,900.00	THOMAS A HALDIS	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	750.00	BRET JOHNSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	750.00	HORNE FAMILY LIMITED PART	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,000.00	MELISSA QUERN	V01704	ND LAND - BIOTIC GEO MORP
<b>Total LERRDS - North Dakota - Right of Entry Requests</b>				<b>14,450.00</b>			

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July - August 2021**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7930-429.67-11	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	32,858.50	JAMES SABO	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	921.50	MARTIN & VICKI JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	5,946.00	MARTIN & VICKI JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	5,469.53	JEREMY AND NICHOLE HOLCK	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	49,458.99	SCHELE ENTERPRISES	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.67-11	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	12,115.77	TWO MEN AND A TRUCK	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	1,430.00	SELTVEIT, SCOTT	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	19,791.06	SELTVEIT, SCOTT	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	355.00	SWALSTAD, DENAE	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	6,715.75	ACTION MOVING & STORAGE	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	4,337.44	MIDWEST MOVING COMPANY LL	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	3,820.00	MONTPLAISIR, SUSAN	V05408	FLOOD MIT-ROYAL OAKS AREA
<b>Total LERRDS - North Dakota - Residential Relocation Assistance</b>				<b>143,219.54</b>			
790-7930-429.67-12	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	58,332.00	VERDEN ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN
<b>Total LERRDS - North Dakota - Commercial Relocation Assistance</b>				<b>58,332.00</b>			
790-7930-429.71-30	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	190,088.42	JACOB SIP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	199,525.83	JAMES SABO	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	(173,246.00)	DORIS KROGH & JAMES KROGH	V01701	ND LAND PURCH-OUT OF TOWN
					DORIS KROGH, JAMES KROGH, & NANCY		
790-7930-429.71-30	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	(490,628.00)	KROGH	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	(389,702.00)	DORIS KROGH & NANCY KROGH	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	347,242.20	LANCE FREIER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	32,099.84	ED & MARILYN WILSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.71-30	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	728,658.33	BREKKE, JOSHUA	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.71-30	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	678,182.58	SELTVEIT, SCOTT & DONNA	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-30	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	334,328.89	MONTPLAISIR, SUSAN	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.71-30	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	26,089.92	JOHN PETERSON & SHIRLEY MCCASLIN	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.71-30	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	1,850.08	JOHN PETERSON & SHIRLEY MCCASLIN	V05410	FLOOD MIT-ELM CIRCLE AREA
<b>Total LERRDS - North Dakota - Land Purchases</b>				<b>1,484,490.09</b>			
790-7930-429.71-31	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,575.00	LLOYD AMUNDSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-31	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,575.00	LYNETTE FLICK	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.71-31	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	104,486.00	CLARDY, DAVID	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.71-31	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	72,000.00	RANDERSON, BRYAN	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.71-31	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	34,576.50	KILIN, DMIT RI	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.71-31	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	34,576.50	KILINA, SVETLANA	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.71-31	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	24,000.00	NORDSTROM, JASON & ONNOLE	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.71-30	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	23,436.00	FARGO PARK DISTRICT	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.71-30	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	17,347.00	FARGO PARK DISTRICT	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.71-31	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	7,923.00	ODEGAARD, KEVIN	V05407	FLOOD MIT-RIVERWOOD ADDTN
<b>Total LERRDS - North Dakota - Easements</b>				<b>323,495.00</b>			
790-7930-429.73-20	7/15/2021	312779	SCHMIDT AND SONS CONSTRUCTION INC	84,465.00	CLEARING/REMOVALS/GRUBBIN	V03803	WP50C-STRUCTURE REMOVALS

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July - August 2021**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7930-429.73-20	8/19/2021	313507	SCHMIDT AND SONS CONSTRUCTION INC	6,140.00	TOPSOIL, MULCH, SEEDING	V03803	WP50C-STRUCTURE REMOVALS
790-7930-429.73-20	8/19/2021	313456	INDUSTRIAL BUILDERS INC	193,288.50	WORK PKG 50D1 IBI	V06003	WP50D,1-STRUCTURE REMOVL
790-7930-429.73-20	9/2/2021	313760	INDUSTRIAL BUILDERS INC	7,447.00	WORK PKG 50D1	V06003	WP50D,1-STRUCTURE REMOVL
790-7930-429.73-20	9/2/2021	313816	SCHMIDT AND SONS CONSTRUCTION INC	23,324.00	PROPERTY STRUCTURE MITIGA	V03804	WP50E-STRUCTURE REMOVALS
			<b>Total LERRDS - North Dakota - Site Improvements</b>	<b>314,664.50</b>			
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	72,877.30	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	372,979.49	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	1,064,602.49	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	227,729.73	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	1,957.95	RICK ELECTRIC INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	596,676.44	MEYER CONTRACTING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	158,341.25	LINNCO, INC	V05412	DEMO - CITY WIDE
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	81,593.12	LINNCO, INC	V05412	DEMO - CITY WIDE
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	71,167.35	LINNCO, INC	V05412	DEMO - CITY WIDE
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	18,519.02	LINNCO, INC	V05412	DEMO - CITY WIDE
790-7950-429.73-52	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	298,800.00	City of Fargo	V05419	STORM LIFT STATION #24
			<b>Total ND Construction - Flood Control</b>	<b>2,965,244.14</b>			
790-7952-429.73-52	7/29/2021	313077	KPH, INC	126,698.42	OHB RING LEVEE	V06601	OHB RING LEVEE WP-43D5
790-7952-429.73-52	7/29/2021	313070	INDUSTRIAL BUILDERS INC	313,977.55	WETLAND MITIGATION	V06002	WP43G-OHB WETLAND MITIGTN
790-7952-429.73-52	9/2/2021	313760	INDUSTRIAL BUILDERS INC	169,812.00	OHB WETLAND MITIGATION	V06002	WP43G-OHB WETLAND MITIGTN
			<b>Total O/H/B Construction - Flood Control</b>	<b>610,487.97</b>			
790-7950-429.74-10	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	56.43	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
			<b>Total ND Construction - Machinery &amp; Equipment</b>	<b>56.43</b>			
790-7915-429.33-05	7/29/2021	313029	BEAVER CREEK ARCHAEOLOGY	17,951.28	EVAL TEST FOR 32CSX20	V02601	CULTURAL INVESTIGATION
790-7915-429.33-05	7/29/2021	313029	BEAVER CREEK ARCHAEOLOGY	2,020.96	FLOOD DIVERSION BORING	V02601	CULTURAL INVESTIGATION
790-7915-429.33-05	7/29/2021	313069	HOUSTON-MOORE GROUP LLC	5,129.00	DRAFT OPERATIONS TASK 15	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	7/29/2021	313069	HOUSTON-MOORE GROUP LLC	5,572.25	PERMIT SUBMITTAL PREPARAT	V01616	PERMIT SUBMITTAL PREP
790-7915-429.33-05	7/29/2021	313069	HOUSTON-MOORE GROUP LLC	23,341.50	WIK DESIGN SERVICES	V01620	SEAL-I29 GRADE RAISE DSGN
790-7915-429.33-05	7/29/2021	313069	HOUSTON-MOORE GROUP LLC	66,090.82	TASK 26 WORK IN KIND WIK	V01626	WORK-IN-KIND (WIK)
790-7915-429.33-05	7/29/2021	313069	HOUSTON-MOORE GROUP LLC	8,330.50	PERMIT COMP MONITORING	V01631	PERMIT COMPLIANCE MONITOR
790-7915-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	7,592.00	DEV DRAFT OPERATION PLAN	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	14,752.75	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
790-7915-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	23,765.50	TASK ORDER 22	V01622	MITIGATION SUPPORT SRVCS
790-7915-429.33-05	8/19/2021	313471	MAPLETON, CITY OF	1,260.00	MOORE ENGINEERING, INC.	V08401	PRELIM ENGINEERING REIMB
790-7915-429.33-05	8/19/2021	313471	MAPLETON, CITY OF	5,692.50	MOORE ENGINEERING, INC.	V08401	PRELIM ENGINEERING REIMB
790-7915-429.33-05	8/19/2021	313471	MAPLETON, CITY OF	5,552.50	MOORE ENGINEERING, INC.	V08401	PRELIM ENGINEERING REIMB
790-7915-429.33-05	8/19/2021	313471	MAPLETON, CITY OF	2,625.00	MOORE ENGINEERING, INC.	V08401	PRELIM ENGINEERING REIMB
790-7915-429.33-05	8/19/2021	313471	MAPLETON, CITY OF	18,114.43	MOORE ENGINEERING, INC.	V08401	PRELIM ENGINEERING REIMB
790-7915-429.33-05	8/19/2021	313471	MAPLETON, CITY OF	437.50	MOORE ENGINEERING, INC.	V08401	PRELIM ENGINEERING REIMB
790-7915-429.33-05	8/19/2021	313471	MAPLETON, CITY OF	16,144.46	MOORE ENGINEERING, INC.	V08401	PRELIM ENGINEERING REIMB
790-7915-429.33-05	8/19/2021	313471	MAPLETON, CITY OF	6,560.68	MOORE ENGINEERING, INC.	V08401	PRELIM ENGINEERING REIMB



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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7915-429.33-05	8/19/2021	313407	BEAVER CREEK ARCHAEOLOGY	203.75	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
790-7915-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	29,219.00	GRADE RAISE DESIGN	V01620	SEAI-I29 GRADE RAISE DSGN
790-7915-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	50,704.94	WORK IN KIND	V01626	WORK-IN-KIND (WIK)
790-7915-429.33-05	8/19/2021	313399	AECOM TECHNICAL SERVICES, INC	27,626.10	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
790-7915-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	9,509.50	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
790-7915-429.33-05	9/2/2021	313759	HOUSTON-MOORE GROUP LLC	21,944.75	TASK ORDER #22	V01622	MITIGATION SUPPORT SRVCS
790-7920-429.33-05	7/29/2021	313069	HOUSTON-MOORE GROUP LLC	54,321.95	PROJECT MGMT TASK 1	V01601	HMG - PROJECT MANAGEMENT
790-7920-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	53,101.62	PROJECT MNGMT	V01601	HMG - PROJECT MANAGEMENT
790-7930-429.33-05	7/8/2021	312488	ADVANCED ENGINEERING INC	218,493.93	ENGINEERING SERVICES	V00302	PROGRAM MGMT SERVICES
790-7930-429.33-05	7/29/2021	313069	HOUSTON-MOORE GROUP LLC	32,063.84	TASK 30 STRUCT MITIGATION	V01630	PROPERTY STRUCTURE MITGTN
790-7930-429.33-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	21,992.85	ULTEIG ENGINEERING	V01201	Cass Joint Water ROE
790-7930-429.33-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	7,431.50	ULTEIG ENGINEERING	V01201	Cass Joint Water ROE
790-7930-429.33-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	32,405.93	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	30,220.90	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	35,129.01	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	33,782.54	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	82,601.47	SRF CONSULTING GROUP INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	51,558.50	SRF CONSULTING GROUP INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	31,400.01	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
790-7930-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	49,261.98	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
790-7930-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	23,842.14	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
790-7930-429.33-05	8/19/2021	313398	ADVANCED ENGINEERING INC	258,528.61	DIVERSION PROJECTS	V00302	PROGRAM MGMT SERVICES
790-7950-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	14,605.53	GRADE RAISE SERVICES	V01632	CONST SVCS-I29 ROAD RAISE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	730.00	HOUSTON ENGINEERING INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	2,719.45	HOUSTON ENGINEERING INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,131.00	HOUSTON ENGINEERING INC	V05414	FLOOD MIT-ROSE COULEE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,907.50	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	73,807.21	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	72,404.32	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,148.00	KIJ ENGINEERING, LLC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	4,810.75	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	619.85	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	6,165.35	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,704.01	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	25,831.30	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,585.85	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	4,981.23	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	41,596.02	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	54,540.56	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	4,785.45	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	46,694.05	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	14,806.80	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	13,969.56	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,030.61	SRF CONSULTING GROUP, INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	2,524.75	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA

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790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	3,520.75	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	16,815.50	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	12,833.75	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	14,352.25	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	5,279.84	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	180,403.58	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	25,242.50	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	34,357.82	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	686.00	HOUSTON ENGINEERING INC	V05426	RR EROSION-UNIV & 52ND AV
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	6,360.76	HOUSTON ENGINEERING INC	V05426	RR EROSION-UNIV & 52ND AV
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	17,160.57	HOUSTON ENGINEERING INC	V05427	FLOOD GEO TECH REVIEW
790-7950-429.33-05	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	4,019.12	HOUSTON ENGINEERING INC	V05427	FLOOD GEO TECH REVIEW
790-7952-429.33-05	7/29/2021	313069	HOUSTON-MOORE GROUP LLC	14,148.23	TASK 23 SERV DUR CONSTRUCT	V01623	CONSTRUCTN/BID SVCS WP43
790-7952-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	15,058.84	SERVICES DURING CONSTRUCT	V01623	CONSTRUCTN/BID SVCS WP43
790-7955-429.33-05	7/29/2021	313069	HOUSTON-MOORE GROUP LLC	9,396.17	TASK 17 SERV DUR CONSTRUCT	V02806	CONSTRUCTION SVCS WP42
790-7955-429.33-05	8/19/2021	313454	HOUSTON-MOORE GROUP LLC	12,801.44	WORK PKG 42	V02806	CONSTRUCTION SVCS WP42
790-7990-429.33-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	10,822.50	MOORE ENGINEERING, INC	V01201	Cass Joint Water ROE
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	2,275.00	BEAVER CREEK ARCHAEOLOGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	2,275.00	BEAVER CREEK ARCHAEOLOGY	V05411	FLOOD MIT-OAK GROVE AREA
<b>Total Engineering Services</b>				<b>2,168,187.22</b>			
790-7920-429.33-79	7/8/2021	312511	CH2M HILL ENGINEERS INC	477,490.63	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	7/8/2021	312511	CH2M HILL ENGINEERS INC	423,846.80	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
790-7920-429.33-79	8/19/2021	313420	CH2M HILL ENGINEERS INC	526,130.21	PROGRAM MGMT	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	8/19/2021	313420	CH2M HILL ENGINEERS INC	339,118.62	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
790-7920-429.33-79	9/2/2021	313799	OXBOW, CITY OF	2,262.10	MOORE ENGINEERING, INC	V02421	OXBOW MOU-MOORE PROJ MGMT
790-7930-429.33-79	7/8/2021	312511	CH2M HILL ENGINEERS INC	30,070.17	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITION
790-7930-429.33-79	8/19/2021	313420	CH2M HILL ENGINEERS INC	35,110.11	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITION
<b>Total Construction Management</b>				<b>1,834,028.64</b>			
790-7910-429.33-25	7/22/2021	312899	ERIK R JOHNSON & ASSOCIATES	850.00	GEN LEGAL MATTERS	V00102	General & Admin. WIK
790-7910-429.33-25	8/5/2021	872	P CARD BMO	91,401.09	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7910-429.33-25	8/5/2021	873	P CARD BMO	80,278.59	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7915-429.33-25	8/19/2021	313471	MAPLETON, CITY OF	5,029.00	OHNSTAD TWICHELL, P.C.	V08401	PRELIM ENGINEERING REIMB
790-7930-429.33-25	8/5/2021	872	P CARD BMO	5,454.00	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal
790-7930-429.33-25	8/5/2021	873	P CARD BMO	820.00	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	25,000.00	AALAND LAW OFFICE	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	465.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	330.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	18,294.49	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,890.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	4,406.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,298.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,324.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	11,463.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	11,654.17	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	100.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	598.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	23,756.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	464.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	882.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	676.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	874.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	90.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	300.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	6,322.36	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	113.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	274.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	3,090.52	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	113.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,008.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	113.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	3,081.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,113.22	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	3,064.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	154.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	64.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	301.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,666.65	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	240.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,346.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	5,447.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	294.00	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	906.80	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	147.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	4,769.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	105.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,691.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,787.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	11,553.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	5,030.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	361.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	575.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,136.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	13,015.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	11,703.60	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,303.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	790.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	829.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	3,710.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,330.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	948.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,343.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	434.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	513.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	158.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	6,671.80	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,659.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,422.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	79.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,054.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	158.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	632.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	316.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,128.52	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	316.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1,975.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7950-429.33-25	7/29/2021	313112	RUSH RIVER WATER RESOURCE DISTRICT	630.00	WRD REIMBURSEMENTS	V08801	RUSH RIVER-DRAIN EXPENSE
790-7950-429.33-25	7/29/2021	313081	MAPLE RIVER WATER RESOURCE DISTRICT	3,423.00	WRD REIMBURSEMENTS	V08901	MAPLE RIVER-DRAIN EXPENSE
790-7950-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	3,524.28	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Drains
790-7950-429.33-25	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	2,439.82	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Drains
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	825.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	2,322.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,275.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,325.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	235.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	280.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,500.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	950.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	220.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	247.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	750.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,096.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7990-429.33-25	7/29/2021	313027	ASHURST LLP	26,473.95	FM AREA DIVERSION PRJECT	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	7/29/2021	313027	ASHURST LLP	41,897.70	FM AREA DIVERSION PROJECT	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	8/5/2021	872	P CARD BMO	94,624.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7990-429.33-25	8/5/2021	873	P CARD BMO	164,096.44	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7990-429.33-25	8/26/2021	313539	BANK OF NORTH DAKOTA	314.90	WIFIA LEGAL REVIEW	V08501	LEGAL REVIEW FEES
790-7990-429.33-25	8/26/2021	313539	BANK OF NORTH DAKOTA	1,889.40	WIFIA LEGAL REVIEW	V08501	LEGAL REVIEW FEES
<b>Total Legal Services</b>				<b>752,398.30</b>			
790-7990-429.34-55	7/15/2021	312665	ERNST & YOUNG INFASCTURE	72,147.10	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
790-7990-429.34-55	8/5/2021	313139	AON RISK SERVICES CENTRAL, INC	2,425.00	DIVERSION ADVISORY SERVIC	V03201	PRE-AWARD P3 RISK ADVISOR
790-7990-429.34-55	8/12/2021	313283	ERNST & YOUNG INFASCTURE	82,215.90	FINANCIAL ADVISORY	V03301	PPP FINANCL ADVISORY SVCS
<b>Total Financial Advisor</b>				<b>156,788.00</b>			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7990-429.33-47	7/29/2021	313103	PROGRAM ADVISOR SERVICES, LLC	24,750.00	06/2021 CONSULTING SERVIC	V05801	CONSULTING SERVICES
790-7990-429.33-47	8/19/2021	313498	PROGRAM ADVISOR SERVICES, LLC	29,625.00	PROGRAM CONSULTING	V05801	CONSULTING SERVICES
			<b>Total Consulting Services</b>	<b>54,375.00</b>			
790-7930-429.33-32	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	3,000.00	INTEGRA REALTY RESOURCES	V01201	Cass Joint Water ROE
790-7930-429.33-32	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	8,500.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7930-429.33-32	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	16,000.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7930-429.33-32	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	5,700.00	GEBOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
790-7930-429.33-32	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	5,700.00	GE BOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
790-7930-429.33-32	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	5,700.00	GE BOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
790-7930-429.33-32	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	12,600.00	TINJUM APPRAISAL COMPANY	V01201	Cass Joint Water ROE
790-7950-429.33-32	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,344.38	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-32	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	1,676.72	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-32	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	938.86	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	664.92	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	388.51	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	21,240.00	RM HOEFS & ASSOCIATES INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-32	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	4,500.00	PAGAN, JORGE L	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-32	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	4,500.00	PAGAN, JORGE L	V05411	FLOOD MIT-OAK GROVE AREA
			<b>Total Appraisal Services</b>	<b>92,453.39</b>			
790-7930-429.62-51	7/14/2021	16325	CITY OF FARGO-AUDITORS OFFICE	(130.95)	731-ELECTRIC BILL REFUND	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.38-95	9/2/2021	313799	OXBOW, CITY OF	1,350.00	MOWING & WEED CONTROL	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.38-95	8/31/2021	20814	CITY OF FARGO-AUDITORS OFFICE	250.00	9405-MOWING GRASS REIERSO	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	27.65	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	29.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	7/14/2021	16326	CITY OF FARGO-AUDITORS OFFICE	(47.21)	227H-ELECTRIC BILL REFUND	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	110.24	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	118.15	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	1.62	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	8/5/2021	313159	CASS COUNTY JOINT WATER RESOURCE DI	105.71	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.41-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	2,037.01	City of Fargo	V05418	FLOOD ACQUISITIONS
790-7950-429.41-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	46.80	City of Fargo	V05418	FLOOD ACQUISITIONS
790-7950-429.41-05	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	77.15	City of Fargo	V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	30.60	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	30.60	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	30.60	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	30.60	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	30.60	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	30.60	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	176.23	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	184.83	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	9/7/2021	J808210026	CITY OF FARGO-AUDITORS OFFICE	175.75	XCEL ENERGY	V05418	FLOOD ACQUISITIONS

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790-7950-429.62-51	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	177.33	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	157.23	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	132.13	XCEL ENERGY	V05418	FLOOD ACQUISITIONS
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	64.11	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	28.05	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	111.77	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	176.21	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	176.94	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	133.38	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	191.08	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	192.60	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	151.88	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	123.10	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	216.58	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	99.79	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	37.18	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.80-12	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	34,465.43	City of Fargo	V05420	FLOOD BUYOUTS - SPECIALS
790-7950-429.80-12	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	2,191.33	City of Fargo	V05420	FLOOD BUYOUTS - SPECIALS
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	275.00	BIRNAMWOOD INC.	V05410	FLOOD MIT-ELM CIRCLE AREA
<b>Total Property Holding Costs</b>				<b>43,824.40</b>			
790-7990-429.34-57	7/30/2021	17817	CITY OF FARGO-AUDITORS OFFICE	16,000.00	BND TRUSTEE FEE 07/2021	V08502	MONTHLY TRUSTEE FEE
790-7990-429.34-57	8/31/2021	20832	CITY OF FARGO-AUDITORS OFFICE	16,000.00	BND TRUSTEE FEE 8/2021	V08502	MONTHLY TRUSTEE FEE
<b>Total Trustee Fees</b>				<b>32,000.00</b>			
790-7940-429.33-06	9/2/2021	313707	BRAUN INTERTEC CORP	427.00	MATERIAL TESTING	V00402	TESTING - WP-43 & WP-28A
790-7940-429.33-06	9/2/2021	313707	BRAUN INTERTEC CORP	228.75	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
790-7950-429.33-06	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	818.50	BRAUN INTERTEC CORP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	5,330.25	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	621.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	310.50	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	8,952.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	747.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	3,292.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	407.50	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	1,335.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	4,517.00	BRAUN INTERTEC CORP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	776.25	BRAUN INTERTEC CORP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	322.25	BRAUN INTERTEC CORP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	528.00	BRAUN INTERTEC CORP	V05425	ASBESTOS TESTNG CITY WIDE
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	6,052.00	BRAUN INTERTEC CORP	V05428	ASBESTOS TESTING
790-7950-429.38-99	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	3,130.00	BRAUN INTERTEC CORP	V05428	ASBESTOS TESTING
<b>Total Quality Testing</b>				<b>37,795.00</b>			
790-7950-429.54-10	9/7/2021	JB08210026	CITY OF FARGO-AUDITORS OFFICE	376.74	THE FORUM	V05407	FLOOD MIT-RIVERWOOD ADDTN

**FM Metropolitan Area Flood Risk Management Project  
Summary of Cash Disbursements Eligible for SWC Funding  
July - August 2021**


<b>Account Number</b>	<b>Check Date</b>	<b>Check Number</b>	<b>Vendor Name</b>	<b>Transaction Amount</b>	<b>Expense Description</b>	<b>Project Number</b>	<b>Project Description</b>
790-7950-429.54-10	9/7/2021	1808210026	CITY OF FARGO-AUDITORS OFFICE	355.68	THE FORUM	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.54-10	9/7/2021	1808210026	CITY OF FARGO-AUDITORS OFFICE	353.34	THE FORUM	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.54-10	9/7/2021	1808210026	CITY OF FARGO-AUDITORS OFFICE	343.98	THE FORUM	V05411	FLOOD MIT-OAK GROVE AREA
<b>Total Legal Publications</b>				<b>1,429.74</b>			
<b>Total Expense for Period</b>				<b><u>11,086,695.64</u></b>			



1200

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING   
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 20, 2021

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

The attached agreement for services with Derek Newberger to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 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 Derek Newberger.

DF/ls  
Enclosure





# AGREEMENT FOR SERVICES

**Fargo Cass**

**Public Health**  
 Prevent. Promote. Protect.

**THIS AGREEMENT**, effective the 20th of September, 2021, by and between Fargo Cass Public Health ("FCPH"); and Derek T Newberger

**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 September 20, 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:** Derek T Newberger shall be reimbursed for the above services rendered, at \$23.00 per 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  
 Director of Public Health

Date 9/20/21

\_\_\_\_\_  
 Timothy J. Mahoney  
 Mayor, City of Fargo

Date \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

  
 \_\_\_\_\_  
 Derek T Newberger  
 Independent Contractor


Date 09-20-2021



126

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 17, 2021**

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

The attached agreement for services with Quita Allegbe to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 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 Quita Allegbe.

DF/lis  
Enclosure



# AGREEMENT FOR SERVICES

**Fargo Cass**

**Public Health**  
 Prevent. Promote. Protect.

**THIS AGREEMENT**, effective the 20th of September, 2021, by and between Fargo Cass Public Health ("FCPH"); and Quita Allegbe

**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 September 20, 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:** Quita Allegbe shall be reimbursed for the above services rendered, at \$23.00 per 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 9/20/21

\_\_\_\_\_  
 Timothy J. Mahoney  
 Mayor, City of Fargo

Date \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

Quita Allegbe  
 Quita Allegbe  
 Independent Contractor

Date 9/20/2021




**Fargo Cass Public Health**  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone: 701.241.1360 | Fax: 701.241.1366  
[www.FargoCassPublicHealth.com](http://www.FargoCassPublicHealth.com)



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

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING **  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 17, 2021**

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

The attached agreement for services with Jean Claude Bohui to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 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 Jean Claude Bohui.

DF/lls  
Enclosure



## AGREEMENT FOR SERVICES

**Fargo Cass**

**Public Health**  
 Prevent. Promote. Protect.

**THIS AGREEMENT**, effective the 17th of September, 2021, by and between Fargo Cass Public Health ("FCPH"); and Jean Claude Bohui

**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 September 17, 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:** Jean Claude Bohui shall be reimbursed for the above services rendered, at \$23.00 per 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  
 Director of Public Health  
 Date 9/17/21

\_\_\_\_\_  
 Timothy J. Mahoney  
 Mayor, City of Fargo

Date \_\_\_\_\_

### INDEPENDENT CONTRACTOR


  
 \_\_\_\_\_  
 Jean Claude Bohui  
 Independent Contractor  
 Date 09/17/2021



(12d)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING   
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 16, 2021

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

The attached agreement for services with Andrew Graner to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 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 Andrew Graner.

DF/lis  
Enclosure



# AGREEMENT FOR SERVICES

**Fargo Cass**

**Public Health**  
 Prevent. Promote. Protect.

**THIS AGREEMENT**, effective the 15th of September, 2021, by and between Fargo Cass Public Health ("FCPH"); and Andrew Graner

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

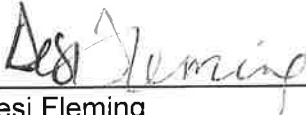
- A. Term of Agreement:** The parties entered into a written agreement for the period of September 15, 2021 through December 31, 2021.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. The independent contractor will be responsible for services for testing site support.
- C. Reimbursement:** Andrew Graner shall be reimbursed for the above services rendered, at \$23.00 per 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  
 Director of Public Health

Date 9/17/21

**INDEPENDENT CONTRACTOR**

  
 \_\_\_\_\_  
 Andrew Graner  
 Independent Contractor

Date 9/15/21

\_\_\_\_\_  
 Timothy J. Mahoney  
 Mayor, City of Fargo


Date \_\_\_\_\_



(12)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 15, 2021**

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

The attached agreement for services with Tiffany Jasmann to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 an hour. The cost of this contract will be covered by the 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 Tiffany Jasmann.

DF/lls  
Enclosure





## AGREEMENT FOR SERVICES

**Fargo Cass**

**Public Health**  
 Prevent. Promote. Protect.

**THIS AGREEMENT**, effective the 15th day of September, by and between Fargo Cass Public Health ("FCPH"); and Tiffany Jasmann

**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 September 15th, 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 including all testing event supplies and logistics support.
- C. Reimbursement:** Tiffany Jasmann shall be reimbursed for the above services rendered, at \$23.00 per 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.

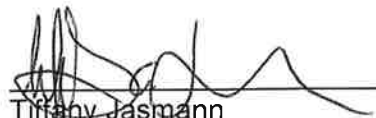
**FARGO CASS PUBLIC HEALTH**

  
 \_\_\_\_\_  
 Desi Fleming

Director of Public Health

Date 9/17/21

**INDEPENDENT CONTRACTOR**

  
 \_\_\_\_\_  
 Tiffany Jasmann

Independent Contractor

Date 15 Sept 21

\_\_\_\_\_  
 Timothy J. Mahoney  
 Mayor, City of Fargo

Date \_\_\_\_\_



12f

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING ~~XXXX~~  
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 16, 2021

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

The attached agreement for services with Benjamin Vetter to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 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 Benjamin Vetter.

DF/lls  
Enclosure



# AGREEMENT FOR SERVICES

**Fargo Cass**

**Public Health**  
 Prevent. Promote. Protect.

**THIS AGREEMENT**, effective the 16<sup>th</sup> of September, 2021, by and between Fargo Cass Public Health ("FCPH"); and Ben Vetter

**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 September 16, 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:** Ben Vetter shall be reimbursed for the above services rendered, at \$23.00 per 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  
 Director of Public Health

Date 9/16/2021

\_\_\_\_\_  
 Timothy J. Mahoney  
 Mayor, City of Fargo

Date \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

  
 \_\_\_\_\_  
 Ben Vetter  
 Independent Contractor


Date 9/16/2021



1298

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 16, 2021**

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

The attached agreement for services with Amanda Marinucci to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 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 Amanda Marinucci.

DF/ls  
Enclosure



# AGREEMENT FOR SERVICES

**Fargo Cass**

**Public Health**  
 Prevent. Promote. Protect.

**THIS AGREEMENT**, effective the 16th of September, 2021, by and between Fargo Cass Public Health ("FCPH"); and Amanda Marinucci

**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 September 16, 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:** Amanda Marinucci shall be reimbursed for the above services rendered, at \$23.00 per 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**

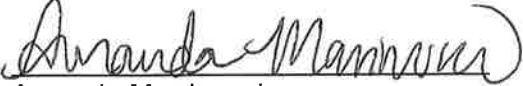
  
 Desi Fleming  
 Director of Public Health

Date 9/16/2021

\_\_\_\_\_  
 Timothy J. Mahoney  
 Mayor, City of Fargo

Date \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

  
 Amanda Marinucci  
 Independent Contractor

Date 9/16/2021



(12/2)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING** ~~XX~~  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 16, 2021**

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

The attached agreement for services with Catherine Conlin to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 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 Catherine Conlin.

DF/lls  
Enclosure



# AGREEMENT FOR SERVICES

**Fargo Cass**

**Public Health**  
 Prevent. Promote. Protect.

**THIS AGREEMENT**, effective the 16th of September, 2021, by and between Fargo Cass Public Health ("FCPH"); and Catherine Conlin

**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 September 16, 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:** Catherine Conlin shall be reimbursed for the above services rendered, at \$23.00 per 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 9/16/2021

**INDEPENDENT CONTRACTOR**

Catherine Conlin  
 Catherine Conlin  
 Independent Contractor

Date 9/16/2021

\_\_\_\_\_  
 Timothy J. Mahoney  
 Mayor, City of Fargo


Date \_\_\_\_\_



13

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING **  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 17, 2021**

**RE: NOTICE OF GRANT AWARD AMENDMENT FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR THE CITY READINESS INITIATIVE NO. G21.242A CFDA NO. 93.089 FOR AN ADDITIONAL \$34,100**

The attached Notice of Grant Award amendment is for an additional \$34,000 in fund from the North Dakota Department of Health for the City Readiness Initiative.

No budget adjustments needed.

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

**Suggested Motion:** Move to approve the grant award for the Public Health Emergency Preparedness City Readiness Initiative.

DF/lls  
Enclosure





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

Grant Number G21.242A	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.089
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2021	Grant End Date 6/30/2022
Federal Award Date 5/20/2021	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 PHEP – City Readiness Initiative (CRI)		North Dakota Department of Health (NDDoH) Project Code 6611HLH5272-11	
Grantee Name Fargo/Cass Public Health		Project Director Tim Wiedrich, Section Chief	
Address 1240 – 25 <sup>th</sup> Street South		Address 1720 Burlington Drive	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Desi Fleming		Contact Name Juli Sickler, PHEP Division Director	
Telephone Number 701-241-1380		Telephone Number 701-328-2293	
Email Address dfleming@fargond.com		Email Address jsickler@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$34,100	\$0	\$34,100
Previous Funds Awarded	\$169,900	\$0	\$169,900
Total Funds Awarded	\$204,000	\$0	\$204,00
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 %
<b>Scope of Service</b> The funding for this grant is increased to \$204,000 through additional PHEP CRI supplemental funding by the Department of Health and Human Services. The scope of service of the original agreement remains the same.			
<b>Reporting Requirements</b> All reporting requirements of the original agreement remains the same.			
<b>Special Conditions</b> 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, 2021, to June 30, 2023 [Fiscal Services Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 09/17/2021	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 Tim Wiedrich, Section Chief Health Resources and Response	
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.			



(14)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 29, 2021**

**RE: NOTICE OF GRANT AWARD AMENDMENT FROM USDA AND NORTH DAKOTA DEPARTMENT OF HEALTH SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN, GRANT NUMBER G21.413, CFDA 10.557**

The following Notice of Grant Award is to fund the Women, Infant and Children services located at Fargo Cass Public Health. This program assists in making specific nutritionally desirable foods and nutrition education available for eligible pregnant women, infants and children with our region.

The following budget adjustment is required for this amended grant agreement:

**2022 Revenue**

WIC	101-0000-331-12-29	\$ 25,000
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If you have any questions, please contact me at 241.1380.

**Suggested Motion:** Move to approve the award from North Dakota Department of Health & USDA.

DF/lls  
Enclosure



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

Grant Number G21.413	CFDA Name Special Supplemental Nutrition Program for Women, Infants and Children		CFDA Number 10.557
FAIN Number	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2021	Grant End Date 9/30/2022
Federal Award Date	Federal Awarding Agency U.S. Department of Agriculture		
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 Women, Infant and Children (WIC)		North Dakota Department of Health (NDDoH) Project Code 4551 HLH 5152 01	
Grantee Name Fargo Cass Public Health		Project Director Amanda Varriano	
Address 1240 25 <sup>th</sup> St. S		Address 600 East Boulevard Ave, Dept. 301	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58505-0200	
Contact Name: Kim Vance		Contact Name: Amanda Varriano	
Telephone Number: 701-277-1455		Telephone Number: 701-328-2496	
Email Address: kvance@fargond.gov		Email Address: alvarriano@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$545,000	\$0	\$545,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$545,000	\$0	\$545,000
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 %
<b>Scope of Service</b> Grantee will make specific nutritionally desirable foods and nutrition education available for eligible pregnant women, infants and children within counties within the boundaries of the Grantee's service area in accordance with provisions of the Child Nutrition Act of 1966, 7 CFR, Part 246, FNS (and specific contract requirements noted in 246.6, see Attachment A), the Assurance of Civil Rights Compliance (see Attachment B), the WIC Policy Memorandum, and as detailed in the North Dakota WIC Policy and Procedure manuals. Grantee service provided, and expenditures will follow the approved plan and budget. Any major changes in the type of service delivery and training must be submitted to the State Department of Health for prior approval.			
<b>Reporting Requirements</b> Grantee must submit monthly expenditure reports via the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2022 must be received by July 15, 2022. Final expenditure report for the period ending September 30, 2022, must be received by October 31, 2022. Reimbursement will be processed upon Department approval of state plan progress and expenditure reports.			
<b>Special Conditions</b> None.			
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: <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 9/29/21	Signature Desi Fleming	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 & 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.			

**G21.413**  
**Fargo Cass Public Health**  
**Attachment A**

**AGREEMENT ADDENDUM FOR THE OPERATION OF THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)**

The following is an addendum to the Notice of Grant Award signed with the North Dakota Department of Health for operation of the WIC Program.

Neither the State agency nor the local agency has an obligation to renew the agreement and expiration of an agreement is not subject to appeal. The State Agency shall provide local agencies with advance written notice of not less than 60 days of the termination of an agreement.

Local Agency Responsibilities include:

- Assuring the agency does not discriminate against person on the grounds of race, color, national origin, age, sex or disability and compiles data, maintains records and submits reports as required to permit effective enforcement of the non-discrimination laws.
- Compliance with all the fiscal and operational requirements prescribed by the State agency pursuant to 7 CFR part 3016 of the WIC Regulations. Agency service provided and expenditures made will be in accordance with the approved plan and budget.
- Assuring that the information obtained from program applicants and participants is restricted to its use and disclosure, according to WIC Regulations. Client Information can only be shared with the express written consent of the WIC participant, or the Department of Health, unless that disclosure is expressly authorized by the Notice of Grant Award, or expressly authorized by North Dakota law, yet remains in compliance with Section 246.26 of the Federal WIC Regulations.
- Assuring that WIC records shall be maintained in accordance with the Privacy Act of 1974, (Public Law 93-579), Freedom of Information Act, the Health Insurance Portability and Accountability Act of 1966 (HIPAA), and Section 246.26 of the Federal WIC Regulations.
- Maintaining complete, accurate, documented and current accounting of all Program funds received and expended.
- Maintaining on file and have available for review, audit, and evaluation all criteria used for certification, including information on the area served, income standards used and specific criteria used to determine nutritional risk.
- Ensuring the presence of a competent professional authority on staff and the capabilities necessary to perform the certification procedures.
- Provides or makes available appropriate health services to participants and informs applicants of the health services available. When health services are provided through referral, has a plan for continued efforts to make health services available to participants at the clinic or through a written agreement with health care provider.
- Prohibiting smoking in the space used to carry out the WIC Program during the time any aspect of WIC services are performed.
- Providing nutrition education services in compliance with 246.11 and FNS guidelines and instructions.
- Implementing a food delivery system prescribed by the State agency pursuant to 246.12 and approved by FNS.
- Assuring that when a health and a human service agency or when one of these and a private physician comprise a local agency, that all will meet all of the contract requirements. No program funds shall be used to reimburse the health agency or the private physician for health services provided.
- Any major changes in the type of service delivery and training must be submitted to the State WIC Director for prior approval. The guidelines outlined in the WIC Job Descriptions must be applied in the hiring of all new staff members for WIC positions.

**G21.413**  
**Fargo Cass Public Health**  
**Attachment B**

**AGREEMENT ADDENDUM FOR THE OPERATION OF THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)**

The following is an addendum to the Notice of Grant Award signed with the North Dakota Department of Health for operation of the WIC Program.

**Assurance of Civil Rights Compliance**

The Grantee hereby agrees that it will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Title II and Title III of the Americans With Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Person with Limited English Proficiency." (August 11, 2000), all provision required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq), and FNS directives and guidelines to the affect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Grantee agrees to compile data, maintain records and submit records and report as required to permit effective enforcement of the nondiscrimination laws, and to permit the U.S. Department of Agriculture and the North Dakota Department of Health personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violation of this assurance, the U.S. Department of Agriculture and the North Dakota Department of Health shall have the right to seek judicial enforcement of this assurance.


This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and permission to use Federal property or interest in such property or the furnishing of services without consideration or at nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.



(15)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING **  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 29, 2021**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT  
OF HEALTH FOR REGIONAL PUBLIC HEALTH  
NETWORK IMPLEMENTATION STRATEGIES  
CONTRACT NO. G21.372 CFDA NO. 93.991 FOR  
\$10,000**

The attached grant agreement with the North Dakota Department of Health is for administrative duties related to the implementation of the Regional Public Health Network strategies for our region.

Please feel free to call me if you have any questions. No budget adjustment is required for this contract.

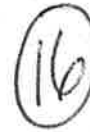
**Suggested Motion:** Move to approve the contract with the North Dakota Department of Health for Regional Public Health Network Implementation.

DF/lis  
Enclosure




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

Grant Number G21.372	CFDA Name Preventive Health and Health Service Block Grant		CFDA Number 93.991
FAIN Number NB01OT009397	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2021	Grant End Date 9/30/2022
Federal Award Date 8/19/2021	Federal Awarding Agency Centers for Disease Control and Prevention		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Regional Public Health Network		North Dakota Department of Health (NDDoH) Project Code	
Grantee Name Fargo Cass Public Health		Project Director Kelly Nagel	
Address 1240 25 <sup>th</sup> Street South		Address 600 East Boulevard Avenue- Dept. 301	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58505	
Contact Name Desi Fleming		Contact Name Kelly Nagel	
Telephone Number 701-241-1360		Telephone Number 701-328-4596	
Email Address dfleming@fargond.gov		Email Address kynagel@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$10,000	\$0	\$10,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$10,000	\$0	\$10,000
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
<b>Scope of Service</b> Grantee will perform administrative duties related to the planning and the implementation of the Regional Public Health Network strategies. Members of the network will develop a strategic plan consisting of measurable objectives to build capacity to achieve a common goal(s). The plan must be responsive to the needs of the community and be submitted by January 31, 2022.			
<b>Reporting Requirements</b> Grantee will submit quarterly expenditure and progress reports in the Department's Program Reporting System. Expenditures for the period ending June 30, 2022, must be received by July 15, 2022. Final expenditure and progress report for the period ending September 30, 2022 must be received by October 31, 2022. Reimbursement will be processed upon the Department approval of expenditures, progress report and submitted plan.			
<b>Special Conditions</b> None.			
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: <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 9/29/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Kelly Nagel, Director, Systems and Performance	
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.			



## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 29, 2021**

**RE: THIRD AMENDMENT TO CONTRACT WITH FIRST CENTER SOUTH, LLC**

The attached amendment to the contract with First Center South, LLC is for the use of a property at 3051 25<sup>th</sup> St S, Suite K, in Fargo to continue on a month to month basis. This site will be used by Fargo Cass Public Health to administer COVID-19 testing. The rent is \$6,000 a month and the first month is pro-rated for \$3,677.45.

There are no budget adjustments for this contract.

**Suggested Motion:**

Move to approve the lease agreement amendment with First Center South, LLC

DF/lls  
Enclosures



**THIRD AMENDMENT TO LEASE AGREEMENT**

This Amendment to Lease Agreement (the "Amendment") is made September September 30, 2021 by and between **Dakota UPREIT Limited Partnership**, existing under the laws of the State of North Dakota, hereinafter called the **Landlord**, and **Fargo Cass Public Health** hereinafter called the **Tenant**.

**WHEREAS**, on March 10, 2021, First Center South, LLC, a Delaware Limited Liability Company ("Landlord") entered into a Lease Agreement (hereinafter called the "Original Lease") with Tenant whereby Landlord demised and let to Tenant certain premises located in the County of Cass and State of North Dakota, more particularly described as comprising of approximately 3,650 square feet located at 3051 25<sup>th</sup> St S., Suite K, Fargo, ND 58103;

**WHEREAS**, on May 17, 2021, both parties entered into a First Amendment to extend Lease and other terms;

**WHEREAS**, August 23, 2021, both parties entered into a Second Amendment to extend Lease and other terms;

**AND WHEREAS**, the Landlord and the Tenant wish to amend the Lease in accordance with the terms and conditions hereof.

**NOW THEREFORE** in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties agree that the recitals above are true and correct in all material respects.
2. The parties agree that the Lease is hereby modified and amended as follows:
  - A. Section 4.3 of Original Lease- Both parties wish to extend lease for "Additional Term". Current Amendment expires on September 30, 2021.
  - B. Both parties agree to a Month-to-Month Lease to commence on October 1, 2021.
  - C. Both parties agree to a 30-day written notice to terminate this agreement.
  - D. If Tenant is still in a Month-to-Month Lease in 12 months or by September 30, 2022, both parties agree to negotiate new Lease terms including rental rate.
3. The parties hereby confirm that all other terms and conditions of the Lease are in full force and effect except as expressly provided in this Amendment.
4. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Facsimile signatures and scanned and e-mailed signatures on this Amendment shall be deemed to be original signatures for all purposes.

**IN WITNESS WHEREOF**, this Amendment has been executed by the parties hereto as of the date first above written.

**LANDLORD: Dakota UPREIT Limited Partnership**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT: Fargo Cass Public Health**

By: Desi Fleming  
Its: Director of Public Health, Desi Fleming  
\_\_\_\_\_

Date: September 29, 2021

By: \_\_\_\_\_

It's: Mayor, City of Fargo, Timothy J. Mahoney

Date: \_\_\_\_\_

(17)

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources *JM*

Re: Benefit Renewals

Date: September 29, 2021

We have several benefit plan renewals that will be occurring on January 1, 2022. The renewals and proposed changes are listed below:

Health Insurance

Our health insurance provider is Blue Cross Blue Shield of North Dakota (BCBSND). The proposed renewal for the BlueAccess Grandfathered Plan for 2022 includes a 15.8% premium increase which was included in the 2022 budget. In addition, the change in premium cost-sharing for family coverage was approved resulting in the City paying 80% of the premium. The City will continue paying 86% of the single premium. These changes equate to a monthly increase of \$22.28 for employees enrolled in single and a monthly decrease of \$29.78 for employees enrolled in family coverage.

The proposed health premiums are attached. The plan design (deductibles, co-payments and out-of-pocket maximums) remains the same. A summary of mandatory changes for fully insured grandfathered plans is attached. A summary of the plan utilization is also attached for your reference. The utilization information is valuable in implementing targeted wellness initiatives.

Dental Insurance

Our dental insurance provider is Blue Cross Blue Shield of North Dakota (BCBSND). Their proposed renewal for 2022 includes a 6.7% increase to premiums. The City contributes the cost of the single premium for all full-time employees (pro-rated for benefited employees scheduled less than 40 hours per week) regardless of the level of coverage elected. The 2022 dental premiums are attached.

Vision Insurance

Our vision insurance provider is Superior Vision. The current premiums are guaranteed through December 31, 2022.

Life Insurance

Our current life insurance provider is Mutual of Omaha. The life insurance renewal for 2022 provides no increase to employee premiums, which are paid entirely by COF employees.

Long-Term Disability (LTD) Insurance

Our current long-term disability provider is Mutual of Omaha. There is no change to the premium for 2022. The maximum monthly benefit is \$10,500. The plan's elimination period remains 120 days. The City of Fargo pays the LTD premium of .20% of insured income entirely.

Short-Term Disability Insurance

In conjunction with BlueConnect, the benefit enrollment platform, Unum will continue to be offered as an individual short-term disability plan. The plan is voluntary and the premium will be paid entirely by participating employees. The plan has an elimination period of 14 days and a benefit period of six months at 60% of base income.

Flexible Spending Accounts

The City of Fargo will continue to offer employees the opportunity to participate in flexible benefits administered by WEX (formerly Discovery Benefits). Participants utilize pre-tax dollars to pay for eligible health and dependent care expenses.

**RECOMMENDED MOTION:**     **To approve the benefit renewals as outlined in this benefit renewal memo effective January 1, 2022.**

**City of Fargo**  
**Blue Cross Blue Shield of North Dakota (BCBSND)**  
**Health Insurance Premiums**  
**Effective January 1, 2022**

Active Employees							
BCBSND BlueAccess							
		Employee Pay Period Contribution	COF Pay Period Contribution	Employee Monthly Contribution	COF Monthly Contribution	Combined Monthly Premium	Total Annual Premium
<b>Full-time 40*</b> 2080 annual hrs	Single	\$ 49.78	\$ 305.82	\$ 99.56	\$ 611.64	\$ 711.20	\$ 8,534.40
	Family	\$ 172.10	\$ 688.40	\$ 344.20	\$ 1,376.80	\$ 1,721.00	\$ 20,652.00
<b>Full-time 30-39*</b> 1560-2017 annual hrs	Single	\$ 120.90	\$ 234.70	\$ 241.80	\$ 469.40	\$ 711.20	\$ 8,534.40
	Family	\$ 344.20	\$ 516.30	\$ 688.40	\$ 1,032.60	\$ 1,721.00	\$ 20,652.00
<b>Part-time 20-29*</b> 1040-1559 annual hrs	Single	\$ 177.80	\$ 177.80	\$ 355.60	\$ 355.60	\$ 711.20	\$ 8,534.40
	Family	\$ 516.30	\$ 344.20	\$ 1,032.60	\$ 688.40	\$ 1,721.00	\$ 20,652.00

\*Premiums apply to employees who are benefit eligible as defined in COF policy.

COBRA Rates	
	Monthly
COBRA Single	\$ 725.42
COBRA Family	\$ 1,755.42

Health Insurance is effective the 1st of the month following date of hire.









ND

## 2022 Fully Insured Grandfathered Mandatory Changes

"Benefits effective on group's anniversary unless the effective date is otherwise noted"






Covered Services	SPD Change	Changes	Source
Lifetime Infertility Services Language Update		BCBSND updated the benefit plan language to clarify that the deductible amount payable by the member during their lifetime is for medical Infertility services, not for prescription drugs. The coinsurance amount and the infertility services deductible amount do not apply toward the out-of-pocket maximum amount. Lifetime infertility services deductible amount is specific to medical infertility.	BCBSND
Revised Names for Behavioral Health Practitioners		The ND State Board of Social Work revised its naming for licensed practitioners. BCBSND has revised the benefit plan to include the updated health care provider types and licensures for the following: Licensed Marriage and Family Therapist (LMFT), Licensed Master Social Worker (LMSW) and Licensed Clinical Social Worker (LCSW).	ND State Board of Social Workers
Dental Services Provided Under a Medical Plan		A new dental services category has been added in the Outline of Covered Services section of the benefit plan. This dental services category clarifies the dental services covered under the benefit plan by listing all services together. In addition, covered dental services have been expanded to include frenotomy, frenectomy, oral biopsy, oral lesion removal and oral abscess treatment, when performed by a Dentist and are medically necessary.	BCBSND
Prostate Cancer Screening		Prostate cancer screenings have been expanded to include members age 40 and older.	BCBSND
Behavioral Modification Intervention for Autism Spectrum Disorder (Including Applied Behavioral Analysis (ABA))		<b>The effective date of this benefit plan change is January 1, 2022.</b> Behavioral Modification Intervention for Autism Spectrum Disorder (Including Applied Behavioral Analysis (ABA)) has been reclassified from a habilitative service to an outpatient psychiatric service. Coverage is still provided under the benefit plan, and benefits will be subject to applicable cost-sharing amounts under the outpatient psychiatric services category in the Outline of Covered Services.	BCBSND
BlueAccess Grandfathered Plan Changes		Two benefit updates will be implemented for the Grandfathered BlueAccess plan. First, the generic formulary drug copayment amount will change from \$10. to \$7.50. And the generic formulary coinsurance will change from 85% to 88% of allowed charge. Second, ambulance services are currently covered at 80% coinsurance in the PPO Plan and 75% coinsurance in the Basic Plan. The Basic Plan coinsurance for ambulance services will be changed to 80% of allowed charge, matching the PPO Plan coinsurance.	BCBSND

## 2022 Fully Insured Grandfathered Mandatory Changes

Covered Services	SPD Change	Changes	Source
Outpatient Psychiatric and Substance Abuse Services		<b>The effective date of this benefit plan change is January 1, 2022.</b> To provide clarity on services available for outpatient psychiatric and substance abuse services, language has been added for both home and office visits as well as other outpatient services. The corresponding cost-sharing amount details for each service are included in the benefit plan.	BCBSND
Air Ambulance Services		To provide clarity to members on ambulance services, language has been added to show the cost-sharing amount details for both ground ambulance and air ambulance transportation.	Legislative
Telehealth Language & Definition Update		To provide clarity to members on <b>telehealth coverage</b> , the benefit plan has been modified with additional language and updated definition specific to telehealth. Telehealth - the use of interactive audio, video or other telecommunications technology by a Health Care Provider at a Distant Site to deliver health care services at an Originating Site over a secure connection that complies with state and federal requirements. Telehealth does not include electronic mail, facsimile transmissions or audio-only telephone except for the purpose of an E-Visit or Virtual Check-in. Covered Services delivered by means of Telehealth are subject to the Cost Sharing Amounts listed throughout the outline of Covered Services.	Legislative
Removal of "Nonprescription" Language		The term "nonprescription" in reference to diabetic supplies has been removed to better align with the definition under Outpatient Prescription Medication or Drugs and Diabetes Supplies service category.	BCBSND
Group Home Services		Coverage has been added in the benefit plan's Outline of Covered Services section for residential treatment services in a group home setting, the existing exclusion has been updated to clarify that room and board are excluded.	BCBSND
Services added to the Precertification List		Members are required to obtain precertification to access certain benefits. <b>The precertification list has been expanded to include these services:</b> <ul style="list-style-type: none"> <li>•Gene therapy</li> <li>•Intensity-modulated radiotherapy (IMRT)</li> <li>•Manual wheelchair with accessories</li> <li>•Pediatric hospital beds</li> <li>•Speech generating devices</li> <li>•Targeted case management</li> <li>•Tumor treatment fields</li> </ul>	BCBSND



## 2022 Fully Insured Grandfathered Mandatory Changes

Covered Services	SPD Change	Changes	Source
Peer Support Specialists, Targeted Case Management & Opioid Treatment Program (OTPs)		<p><b>The effective date of this benefit plan change is January 1, 2022.</b></p> <p>Coverage for psychiatric and/or substance abuse services has been expanded to include the following services:</p> <ul style="list-style-type: none"> <li>• <b>Peer Support.</b> Peer support specialists can provide support and assistance to members outside of traditional office hours and office settings, allowing for additional services to members. To support this added benefit, two new provider types have also been added: <ul style="list-style-type: none"> <li>– Certified Peer Support Specialist I</li> <li>– Certified Peer Support Specialist II</li> </ul> </li> <li>• <b>Targeted Case Management.</b> These services assist members in gaining access to needed medical social education and other services necessary for appropriate care and treatments. Precertification is required for these services.</li> <li>• <b>Opioid Treatment Programs (OTPs).</b> OTP language has been added to bring awareness to members of coverage for this service. OTPs provide a “whole-patient” approach to the treatment of opioid use disorders.</li> </ul>	ND Legislation
Updated Exclusion Language for Self-Administered Drugs		Self-Administered - a prescription medication or drug taken by mouth or injection that does not require professional administration. The existing exclusion for self-administered drugs has been revised to indicate that coverage for self-administered drugs may be available in certain instances.	BCBSND
Definition Updates		Several benefit plan definitions have been added or revised to remain current with benefit coverage and health care terminology. Including but not limited to; (i.e. Substance Abuse Facility, Chemotherapy and Formulary Drug).	BCBSND
Nonparticipating Health Care Provider Services		A member may receive the higher level of benefits even though the member receives covered services from a nonparticipating provider. Situations where this would be applicable includes emergency services, air transportation and services from a nonparticipating provider in a participating health care provider or in-network setting.	Legislative
Medication Therapy Management		Benefit exclusion language was added to ensure members understand that medication therapy management services (MTMS) provided outside of the pharmacy program are not covered services.	BCBSND

Client Name:

Client #:

Date:

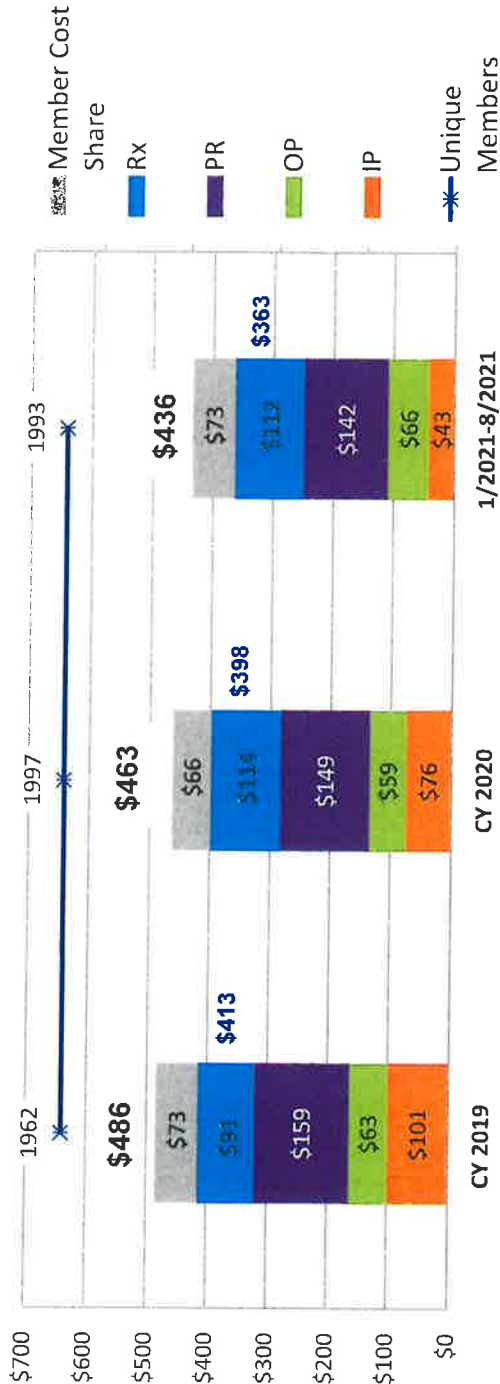
Signature:

The information outlined above provides a summary of benefit plan changes effective on group's anniversary unless the effective date is otherwise noted. This summary should not be used to determine whether health, care expenses will be paid. The written benefit plans governs the benefits available.



# Membership and Claims Trend

Allowed PMPM / Paid PMPM



**Rx:** Paid PMPM increased 24.9%; (\$22.73) from CY 2019 to CY 2020; Medications for Multiple Sclerosis and Oncology caused this increase.

**PR:** Paid PMPM decreased 5.9% (\$9.43); Telehealth Visits increased from 46 visits to 1,303; Office Visits decreased 11.6% and spend decreased 14.6% from \$103.29 to \$91.29 paid PMPM.

**OP:** Paid PMPM decreased 6.1% (\$3.82) from CY 2019 to CY 2020; Surgical Services made up the highest Paid PMPM at \$28.41.

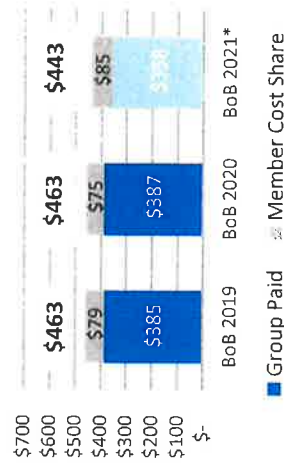
**IP:** Paid PMPM decreased 24.8% (\$24.95) from CY 2019 to CY 2020; Medical Services had the highest Paid PMPM at \$33.01.

2021 Membership



Subscriber Spouse Dependent

BoB Allowed PMPM/  
Paid PMPM



Proprietary Restricted and/or Confidential

\*1/1/2021-8/30/2021





## Terms & Definitions

- ☐ **Utilization Reporting** – Claims *incurred* Calendar Year 2019, 2020 and 2021 through August.
- ☐ **Contract** – Employee/Subscriber
- ☐ **Member** – Employee/Subscriber, Spouse, Dependent(s)
- ☐ **PMPM** – Per Member Per Month
- ☐ **BCBSND Book of Business (BoB)** – includes all BCBSND members – Self Funded & Fully Insured
- ☐ **Plan** – See BCBSND BoB
- ☐ **Allowed Amount** - The maximum dollar amount that payment for a procedure or service is based on as determined by the Claims Administrator
- ☐ **Paid Amount** - Amount paid or authorized for payment by BCBSND

**City of Fargo**  
**Blue Cross Blue Shield North Dakota (BCBSND) Dental Premiums**  
**2022**

	Employee Pay Period Contribution	COF Pay Period Contribution	Employee Monthly Contribution	COF Monthly Contribution	Combined Monthly Premium	Total Annual Premium
<b>Full-Time Employee 40 (Scheduled Hours: 40 /week; 2080 /Year)*</b>						
Employee Only	\$0.00	\$22.25	\$0.00	\$44.50	\$44.50	\$534.00
+ spouse	\$22.25	\$22.25	\$44.50	\$44.50	\$89.00	\$1,068.00
+ children	\$21.15	\$22.25	\$42.30	\$44.50	\$86.80	\$1,041.60
+ spouse & children	\$43.85	\$22.25	\$87.70	\$44.50	\$132.20	\$1,586.40
<b>Full-Time Employee 30-39 (Scheduled Hours: 30-39/week; 1560-2079/year)*</b>						
Employee Only	\$5.56	\$16.69	\$11.12	\$33.38	\$44.50	\$534.00
+ spouse	\$27.81	\$16.69	\$55.62	\$33.38	\$89.00	\$1,068.00
+ children	\$26.71	\$16.69	\$53.42	\$33.38	\$86.80	\$1,041.60
+ spouse & children	\$49.41	\$16.69	\$98.82	\$33.38	\$132.20	\$1,586.40
<b>Part-time Employee 20-29 (Scheduled Hours 20-29/week; 1040 - 1559/year)*</b>						
Employee Only	\$11.12	\$11.13	\$22.24	\$22.26	\$44.50	\$534.00
+ spouse	\$33.37	\$11.13	\$66.74	\$22.26	\$89.00	\$1,068.00
+ children	\$32.27	\$11.13	\$64.54	\$22.26	\$86.80	\$1,041.60
+ spouse & children	\$54.97	\$11.13	\$109.94	\$22.26	\$132.20	\$1,586.40

\*Premiums apply to employees who are benefit eligible as defined in COF policy.

COBRA Rates	
	COBRA Monthly Premium
COBRA Employee Only	\$ 45.39
COBRA + spouse	\$ 90.78
COBRA + children	\$ 88.54
COBRA + spouse & Children	\$ 134.84

**Dental Insurance is effective the  
1st of the month following date  
of hire.**



(18)

Information Services Department  
225 4<sup>th</sup> St. N.  
Fargo, ND 58102  
701.476.6700

September 27, 2021

Honorable Board of  
City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Dear Commission Members;

Cable One has been providing cable TV services to the City of Fargo for many decades. In 2014, Midco was awarded a Franchise agreement with the City of Fargo to also provide Cable TV services to the City of Fargo.

In the summer of 2019, Cable One began branding themselves as Sparklight, but the franchise agreement is still with Cable One, Inc.

One of our goals with the renewal of the franchise agreements has been to keep the agreements with both cable companies very similar to each other.

This franchise agreement with Cable One is very close to the previous franchise agreement and to the MidCo franchise agreement from 2014. One significant difference, though, is that this agreement will co-term with the MidCo agreement. This means both franchise agreements will be up for renewal in April of 2029.

Suggested motion: Approve the Cable TV Franchise agreement with Sparklight.

Thank you,



Ron Gronneberg  
CIO, City of Fargo

**FRANCHISE AGREEMENT  
BETWEEN CABLE ONE, INC. AND  
THE CITY OF FARGO, NORTH DAKOTA**

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## FRANCHISE AGREEMENT

THIS AGREEMENT IS DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY AND BETWEEN CABLE ONE, INC. DBA SPARKLIGHT ("GRANTEE") AND THE CITY OF FARGO, NORTH DAKOTA ("CITY").

THIS AGREEMENT is subject to the laws of the State of North Dakota, the rules and regulations of the Federal Communications Commission ("FCC"), the Communications Act of 1934, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as amended, or as superseded by new statutes.

WHEREAS, the City adopted a Cable Television Franchise Ordinance on September 13, 2004 (the "Ordinance"), which authorizes the City to issue cable franchises to operate Cable Systems in the City and which provides terms for cable franchises; and

WHEREAS, Grantee has requested a renewal of its cable service franchise and a new Franchise Agreement from the City authorizing the use of the City Rights-of-Way to construct, install, maintain, and operate its Cable Television System within the City; and

WHEREAS, the City, in response to Grantee's proposal for a non-exclusive renewed Franchise Agreement to serve the residents of the City with cable television facilities and services, has undertaken an evaluation of the existing and proposed facilities and services and conducted a process of renewal based on the federal Cable Act; and

WHEREAS, the City Commission has determined that Grantee has offered an acceptable proposal for the provision of Cable Service within the City and City finds that Grantee can be granted a renewed Franchise Agreement; and

WHEREAS, the City Commission has determined that grant of a Franchise and approval of this Franchise Agreement should be approved and that the Franchise and Franchise Agreement hereinafter set forth should be approved.

NOW, THEREFORE, In consideration of the faithful performance and strict observance by the Grantee of all the terms hereinafter set forth or provided for, and in consideration of the grant to the Grantee of the Franchise by the City, the parties agree as follows:

### **SECTION 1. GENERAL PROVISIONS**

#### **1.1 Grant.**

- A. The City hereby grants to the Grantee a non-exclusive Franchise to construct, operate, and maintain a Cable System within the Rights-of-Way of the City in accordance with the terms and conditions of this Franchise. This Franchise Agreement shall supersede and replace any existing agreement or franchise with Grantee.

- B. The Grantee agrees to abide by all the provisions of this Franchise; the Ordinance, as it existed on its effective date and as may be amended from time to time as required by applicable law or agreement; and other relevant and generally applicable regulations and supplemental specifications as to construction, operation, or maintenance promulgated by the City. The Grantee hereby acknowledges that it has examined all the provisions of the Ordinance which is incorporated herein in full and made part hereof, and agrees that the provisions thereof are valid and binding.
- C. The Grantee and City hereby agree that they have negotiated this Franchise Agreement in good faith and with due knowledge of its rights and responsibilities under relevant local, state, and federal laws.
- D. The City will not grant additional franchises for the provision of Cable Services in City on terms more favorable or less burdensome than this Franchise Agreement based on consideration of the Franchises as a whole and not on a provision-by-provision basis. Any additional Grantee will be required to serve the entire franchise area within a reasonable time of the grant of said additional franchise.
- E. Reference in this Franchise Agreement and the Ordinance to applicable laws or regulations shall mean such laws or regulations as amended from time to time during the term of this Franchise Agreement.
- F. All other Franchises or parts of Franchises between the City of Fargo and Grantee are hereby repealed and superseded by this Franchise, except as herein provided. City does not, by approving this Franchise Agreement, waive its rights to enforce full compliance of terms and conditions of Grantee's current franchise obligations, including audit and enforcement of unpaid franchise fees, as provided under the terms of its franchise in effect at the time this Franchise Agreement is approved and accepted.

#### 1.2 Definitions.

The definitions contained in the Ordinance are incorporated herein by reference and adopted as fully as if set out verbatim.

#### 1.3 Effective Date.

The Parties agree that this Franchise renewal is effective as of November 26, 2020 conditional upon signatures by both Parties and Grantee's provision of all warranties, insurance, proofs, bonds, and other documents required by the Franchise. Signature by an authorized representative of Grantee with power and authority to accept the Franchise shall satisfy the certified resolution requirement of Section 24-0212(B)(3) of the Fargo Municipal Code.

#### 1.4 Franchise Term.

This Franchise Agreement shall commence upon its effective date, as described in Section 1.3, and shall expire at midnight on April 17, 2029 unless renewed, revoked or terminated sooner as herein provided.



1.5 Written Notice.

All notices, reports, or demands required to be given in writing under this Franchise Agreement will be deemed given when actually received by person designated below by personal delivery, registered or certified mail, postage prepaid thereon, by express mail or overnight courier.

If to City:                Finance Director  
                                 City of Fargo  
                                 200 North Third Street  
                                 Fargo, North Dakota 58102

If to Grantee:            Cable One, Inc.  
                                 DBA: Sparklight  
                                 Attention: General Manager  
                                 1024 Page Drive  
                                 Fargo, North Dakota 58103

With copy to:           Vice President and General Counsel  
                                 Cable One, Inc.  
                                 210 E Earll Drive  
                                 Phoenix, Arizona 85012-2626

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

1.6 Conflict with Cable Services Code and Reservation of Rights.

The provisions of the Ordinance are incorporated herein by reference as if set out in full, and form part of the terms and conditions of this Franchise Agreement. In the event of any conflict between the terms and conditions of this Franchise Agreement and the provisions of the Ordinance, the specific terms or provisions of this Franchise Agreement that conflict with a term or provision of the Ordinance will control subject to applicable laws. The City and Grantee reserve all rights that they may possess under the law unless expressly waived herein.

1.7 Service Area.

This Franchise is granted for the entire geographic area of the City. In the event of annexation by the City, any new territory will immediately become part of the Service Area covered.

1.8 Police Powers.

Grantee's rights are subject to the police powers of the City to adopt and enforce ordinances of general applicability necessary to the health, safety, and welfare of the public. Grantee will comply with all such generally applicable laws and ordinances enacted by the City pursuant to that power.

1.9 City's Principles and Intent

The following provisions are statements of the City's intent in entering into this renewed Franchise Agreement and shall not supplant or modify specific provisions of this Franchise Agreement:

- A. Provide for the installation and operation of a Cable System with features meeting the current and future cable-related needs and interests of the community;
- B. Encourage diversity of programming and other services to all City residents and business that is consistent with community needs and interests;
- C. Encourage communications services of all kinds to be offered to City residents on a non-discriminatory basis;
- D. Encourage prompt implementation of technical advances in communications technology;
- E. Provide for ample and fairly allocated access to cable facilities for program producers of government, educational, and public service programming;
- F. Ensure that rates and charges for basic cable programming, equipment, and service are fair, reasonable and consistent with federal standards;
- G. Require that the Grantee provide high quality customer service;
- H. Ensure that the installation and maintenance of cable facilities comply with all applicable City regulations, and do not interfere with the City's legitimate use of its own facilities and property;
- I. Protect the City's interests and health, safety and welfare of its citizenry;
- J. Ensure the universal availability of Cable Services within franchise areas on a non-discriminatory basis;
- K. Receive the maximum permissible compensation for the private commercial use of Rights-of-Way.

**SECTION 2. GENERAL FINANCIAL REQUIREMENTS**

2.1 Payment to City.

- A. **Franchise Fee.** As compensation for this Franchise and the use of Rights-of-Way within the City for the provision of Cable Service, Grantee shall pay a Franchise Fee of five percent (5%) of its Gross Revenues as defined in the Ordinance and as illustrated in the payment worksheet, revised from time to time consistent with service changes, and attached hereto as Exhibit E. Grantee agrees that it will continue to pay to City the five percent (5%) of Gross Revenue, minus bad debt, as a Franchise Fee payment throughout the term of this Franchise unless this provision is preempted by subsequent applicable law.

- B. To the extent permitted under applicable law, this grant of Franchise shall not relieve Grantee from any future obligation to pay Right of Way use fees, including Occupancy Permit fees, relating to facilities for the provision of communications services other than Cable Service.

## 2.2 Payment and Audits.

Payments due the City under the terms of this Franchise will be computed monthly for the preceding month and will be paid and delivered to the City via wire transfer as directed by the Finance Director on or before the thirtieth (30<sup>th</sup>) calendar day from each said computation date to the City. The City will be furnished via e-mail with each payment, certified as correct by the Grantee, the payment worksheet, Appendix D, reflecting the total amount of Gross Revenues and the computations for the month payment period covered by the payment not more than once per year and upon thirty (30) days prior written notice, the City will have the right to conduct an independent audit of Grantee's records once every three (3) years, in accordance with generally accepted accounting principles. Any additional amount due the City as a result of such audit will be paid within thirty (30) days following written notice by the City to the Grantee, which notice will include a copy of the audit report. The audit cost will be paid by Grantee if payments have been underpaid by five percent (5%) or more. In lieu of, or in addition to, an independent audit, as aforesaid, City shall have the right to review Grantee's records. Grantee's records shall at all times be maintained in accordance with generally accepted accounting principles (GAAP), unless Grantee clearly and specifically indicates and fully describes to the City any substantial variations therefrom.

## 2.3 Acceptance of Payment.

No acceptance of any payment will be construed as a release or accord and satisfaction of any claim the City may have for further or additional sums payable as a franchise fee under this Franchise Agreement or for the performance of any other obligation hereunder.

## 2.4 Failure to Pay.

Failure to pay any fees required by this Section within thirty (30) days of receipt of written notice of such failure from the City shall be deemed a material violation of the Franchise.

## 2.5 Penalty for Late Payment.

In the event that any franchise fee payment or recomputed amount is not made on or before the dates specified above, Grantee will pay as additional compensation an interest charge, computed from such due date, at an annual rate equal to the prime lending rate during the period for which payment was due and unpaid.

## 2.6 Bundled Services

If Cable Services are provided to subscribers in conjunction with non-Cable Services (collectively, "bundled services"), and the Grantee provides a discount to Subscribers who receive bundled services, then the calculation of Gross Revenues shall in no event be less than the pro rata share of Cable Services in relation to all bundled services. As used herein, "pro rata share" shall be based on the retail price charged by the Grantee to its Subscribers for each service on a standalone basis. Notwithstanding the foregoing, if the Grantee bundles Cable

Services with non-Cable Services, the Grantee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading Franchise Fee payments under this Franchise.

2.7 Nature of Franchise Fees.

- A. Grantee expressly acknowledges and agrees that the compensation payments due from the Grantee to the City pursuant to Section 2.1 hereof, shall take precedence over all other payments, contributions, services, equipment, facilities, support, resources, or other activities to be paid or supplied by Grantee pursuant to this Franchise Agreement and the compensation and other payments to be made pursuant to Section 2.1 of this Franchise Agreement shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes or general applicability or other fees or charges which Grantee shall be required to pay to the City or to any state or federal agency or authority, all of which shall be separate and distinct obligations of a Grantee.
- B. Unless specifically authorized by applicable law, Grantee shall not have or make any claim for any deduction or other credit of all or any part of the amount of the Franchise Fee related to other compensation made by Grantee to the City. Any such claim for deduction or other credit made by Grantee shall be accompanied by a detailed statement itemizing and describing the basis for such deduction or credit.
- C. Unless otherwise authorized under applicable law, Grantee shall not apply or seek to apply all or any part of the amount of the Franchise Fee in the above Paragraph 2.1 A as a deduction or other credit from or against any City or other government taxes of general applicability (other than income taxes) or other fees or charges, each of which shall be deemed to be separate and distinct obligations of the Grantee.

**SECTION 3. INSURANCE AND INDEMNIFICATION**

3.1 Liability Insurance.

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

- a. Bodily injury and/or death per Person \$1,000,000
    - b. Bodily injury and/or death per occurrence \$1,000,000
    - c. Property damage per occurrence \$1,000,000
    - d. Property damage and bodily
    - e. injury, aggregate \$2,000,000
  - 2. Automobile insurance:
    - f. Bodily injury per Person \$1,000,000
    - g. Bodily injury per occurrence \$1,000,000
    - h. Property damage per occurrence \$1,000,000
  - 3. Umbrella coverage: \$2,000,000
- B. The liability policy will provide for the following, by endorsement or otherwise:
  - 1. The policy will cover personal injury as well as bodily injury.
  - 2. The policy will cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries, and property damage.
  - 3. Broad form property damage liability will be afforded.
  - 4. The City will be included as an additional insured on the policy.
  - 5. The coverage is primary insurance and no other insurance or fund of the City will be called upon to contribute to a loss under this coverage.
  - 6. Standard form of cross-liability will be afforded.
  - 7. The policy will not be canceled without thirty (30) days prior written notice of such cancellation to the City.
- C. The automobile insurance policy will provide for the following, by endorsement or otherwise:
  - 1. The City will be included as an additional insured on the policy.
  - 2. The policy will not be canceled without thirty (30) days prior written notice of such cancellation to the City.
- D. Upon ninety (90) days prior written notice to Grantee, the City reserves the right to adjust the limit coverage requirements no more than every five (5) years. Any such adjustment by the City will be no greater than the increase in the State of North Dakota Consumer Price Index for such five (5) year period, unless otherwise required by applicable law.

- E. Grantee will submit to the City documentation of the required insurance including a certificate of insurance signed by the insurance agent and companies named, as well as all properly executed endorsements required by this Section 2.2. The certificate of insurance should confirm that the required endorsements are in effect.
- F. Any deductible or self-insured retention must be declared to the City.
- G. Grantee will have insurance coverage to cover any valid claim arising before sale or transfer of the System or termination of this Franchise.
- H. It will be the obligation of the Grantee to notify the City promptly of any pending or threatened litigation likely to negatively impact its ability to provide the insurance coverage required herein.

### 3.2 Indemnification.

Grantee shall indemnify and hold harmless the City, its Commission, individual Commission members, employees and/or agents, at all times during the term of this Franchise Agreement, from and against any and all claims, and including reasonable attorney's fees and legal costs, for injury or damage to persons or property, both real and personal, caused by the construction, erection, operation and maintenance of the system. It is expressly understood that the City has no control, standard, or regulation pertaining to the subject matter of video programming distributed by the Grantee. The Grantee agrees to hold harmless the City, its Commission, individual Commission members, employees, and/or agents from any and all claims, suits, and actions at law or in equity, for libel, slander, patent or copyright infringements, to the extent that the City is made a party defendant in any action arising out of the subject matter of video programming transmitted by Grantee's system. Grantee shall at its sole cost and expense defend such actions and appeals there from including those involving the City. City shall be responsible for the content of government access programming produced by it and shall indemnify the Grantee for any liability arising from such programming.

### 3.3 Workers' Compensation Insurance.

The Grantee will obtain and maintain workers' compensation insurance for all Grantee's employees, and in case any work is sublet, Grantee will require any subcontractor similarly to provide workers' compensation insurance for all subcontractor's employees, in compliance with state laws, and to fully protect the City from any and all claims arising out of work-related occurrences. Grantee hereby indemnifies City for any damage resulting to it from failure of either Grantee or any subcontractor to obtain and maintain such insurance. Grantee will provide the City with a certificate of insurance indicating workers' compensation insurance prior to operations under this Franchise and the commencement of any construction, System Upgrade, reconstruction, or maintenance of the System. The certificate of insurance should confirm that the required endorsements are in effect.

## **SECTION 4. REMEDIES**

### **4.1 Procedure for Remedying Franchise Violations.**

In addition to any other applicable legal remedy, if Grantee fails to perform in a timely manner any material obligation required by the Ordinance or this Franchise Agreement, following notice from the City, the City may remedy such violation in accordance with the following procedures:

- A. The City will first notify Grantee of the violation in writing by delivery of registered or certified mail, and demand correction within a reasonable time, which will not be less than ten (10) days in the case of the failure of the Grantee to pay any sum or other amount due the City under the Ordinance or this Franchise Agreement, and not less than thirty (30) days in all other cases. If Grantee fails to correct the violation within the time prescribed or if Grantee fails to commence corrective action within the time prescribed and diligently remedy such violation thereafter, the Grantee will then be given a written notice no earlier than thirty (30) days of a public hearing to be held before the City Commission. Said notice will specify the violations alleged to have occurred.
- B. At the public hearing, the City Commission will hear and consider all relevant evidence, and thereafter render findings and its decision.
- C. In the event the City Commission finds that Grantee has corrected the violation or has diligently commenced correction of such violation after notice thereof from the City and is diligently proceeding to fully remedy such violation, or that no material violation has occurred, the proceedings will terminate and no penalty or other sanction will be imposed.
- D. In the event the City Commission finds that a material violation exists and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the City and Grantee will submit to arbitration. If the issue is not resolved in arbitration, the City Commission may establish a date, no earlier than thirty (30) days, by which Grantee must comply with the obligation. The City Commission may also implement the Franchise termination procedures outlined in this Franchise Agreement and the Ordinance. However, any termination procedures will be stayed until a final ruling is obtained in accordance with subsection F below.
- E. In determining whether a violation is material, the City will take into consideration the reliability of the evidence of the violation, the nature of the violation, and the damage, if any, caused to the City or the City's residents thereby, whether the violation was chronic, and any justifying or mitigating circumstances, and such other matters as the City may deem appropriate.
- F. If the violation as proposed depends on a finding of fact, such finding of fact will be made by the City only after an administrative hearing providing the Grantee with a full and fair opportunity to be heard. The Grantee will have the right to appeal any such decision to a state court or a federal district court as the Grantee may choose and the revocation or penalty will not become effective until any such appeal has become final or the time for taking such appeal will have expired.

- G. City has not required that Grantee furnish to City a security deposit to secure payment of liquidated damages that may be imposed by City for defaults of this Franchise Agreement. City has waived such a requirement in this Franchise Agreement based on consideration of the past performance of Grantee. However, City reserves the right to require a reasonable security deposit if Grantee continuously violates this Franchise or if there is a change in ownership or control.

4.2 Revocation or Termination of Franchise.

- A. Upon completion of the term of this Franchise Agreement, if a new, extended, or renewed Franchise is not granted to the Grantee by the City, the Grantee's right to occupy the Public Rights-of-Way for the provision of Cable Service or any other communication service shall terminate, subject to applicable federal law.
- B. The City shall have the right to revoke the Franchise for the Grantee's failure to construct, operate or maintain the Cable System as required by this Franchise Agreement or the Ordinance; for defrauding or attempting to defraud the City or Subscribers; or for any other material breach or violation of this Franchise Agreement or of the Ordinance.
- C. To invoke the provisions of this Section, the City shall give the Grantee written notice of the default in its performance. If within ninety (90) calendar days following such written notice from the City to the Grantee, or such other period as the Grantee and the City shall agree, the Grantee has not taken corrective action to the satisfaction of the City, the City may give written notice to the Grantee of its intent to revoke the Franchise, stating its reasons; provided that no opportunity to cure shall be provided where the Grantee is declared bankrupt or has filed a petition in bankruptcy.
- D. Prior to revoking a Franchise, the City shall hold a public hearing, upon thirty (30) calendar days' advance notice to the public and by certified mail to the Grantee, at which time the Grantee and the public shall be given an opportunity to be heard. Following the public hearing, the City may determine whether to revoke the Franchise based on the information presented at the hearing, and other information of record, or, where applicable, grant additional time to the Grantee to affect any cure. If the City determines to revoke a Franchise, it shall issue a written decision setting forth the reasons for its decision. A copy of such decision shall be transmitted to the Grantee.
- E. If the City revokes the Franchise, or if for any other reason the Grantee abandons, terminates, or fails to operate or maintain service to its Subscribers, the following procedures and rights are effective.
  - 1. The City may require the former Grantee to remove its above-ground facilities and equipment at the former Grantee's expense and restore affected sites or permit the former Grantee to abandon such facilities in place. If the former Grantee fails to do so within a reasonable period of time, the City may have the removal done at the former Grantee's expense.
  - 2. The City may require the former Grantee to continue operating the Cable System for a period of time not to exceed one (1) year.



3. If a Cable System is abandoned by the Grantee, the ownership of all portions of the Cable System in Public Rights-of-Way shall revert to the City and the City may sell, assign, or transfer all or part of the assets of the System. Upon the City's assumption of ownership, Grantee shall have no further responsibility for the Cable System and all liability shall also revert to the City.

- F. Notwithstanding the foregoing, the Grantee may appeal a revocation decision by the City to a court of competent jurisdiction and such appeal shall stay the implementation of such revocation if a stay or injunction is obtained from the court.

#### 4.3 Required Reports.

Grantee is required to submit to the City upon request all reports and information as provided in the Ordinance.

### **SECTION 5. SYSTEM SERVICES AND COMMUNITY NEEDS**

#### 5.1 System Services.

Grantee shall provide additional or new facilities and equipment, expand channel capacity and otherwise upgrade or rebuild its system throughout the franchise term, as required to incorporate improvements in technology to reasonably meet the needs and interests of the community in light of the costs thereof.

In furtherance of the general policy of the City that the Grantee's services be innovative and modern, Grantee will pursue a continuous policy of incorporating new technical developments into the System and will identify and respond to changing community interests and desires regarding services, including such services as are typically offered by cable operators, where economically and technically feasible.

#### 5.2 Periodic Subscriber Survey.

Commencing the year after this Franchise takes effect and not more than every two (2) years thereafter, the Grantee at the request of the City shall conduct a random survey, if current surveys conducted by Grantee, if any, do not meet the scope of the survey as outlined in this Paragraph 5.2, of a representative sample of Subscribers. Each questionnaire shall be prepared and conducted in good faith so as to provide reasonably reliable measures of Subscriber satisfaction with:

1. Audio and signal quality;
2. Responses to Subscriber complaints;
3. Billing practices;
4. Programming services.

5.3 State-of-Art Review.

- A. Subject to the provisions of this section, the City may require the Grantee to upgrade the System to meet the needs of its Subscribers. The City shall not require the Grantee to upgrade the System until it has conducted a review as provided in this Section of this Franchise Agreement. The review by the City shall take place not more than twice during the term of this Franchise Agreement. A review may not commence prior to the fourth (4<sup>th</sup>) or after the tenth (10<sup>th</sup>) anniversary of the effective date of this Franchise Agreement as described in Section 1.3.
- B. The following factors shall be considered in a review:
  - 1. Characteristics of the existing System;
  - 2. The State-of-the-Art (as defined below);
  - 3. Characteristics of other systems utilizing State-of-the-Art;
  - 4. The additional benefits provided to customers by requiring the installation of the State-of-the-Art;
  - 5. The marketplace demand for the State-of-the-Art determined by a third party independent research company chosen by both parties;
  - 6. Any associated rate increases and the costs of any State-of-the-Art upgrades or changes;
  - 7. Availability of market competition; and
  - 8. Any additional factors deemed relevant by the City or the Grantee.
- C. If the City determines after review of the factors described in this Section and discussions with Grantee that such upgrade is warranted, it will order a public hearing to consider such action and to receive public comment. Notice of such hearing shall be provided to Grantee and the public no later than thirty (30) days prior to such hearing. If, after such hearing, the City and Grantee reasonably determine that the upgrade is warranted and that provision has been made to allow Grantee a fair rate of return on its investment, the City and Grantee will negotiate in good faith to amend this Franchise Agreement as required. In examining the economic feasibility of required system improvements, the parties shall consider whether to extend the term of this Franchise Agreement to permit a lengthier recovery of the cost of the improvements in order to lessen the burden on subscribers.
- D. "State-of-the-Art" shall mean:
  - 1. Equipment that is readily available with reasonable delivery schedules from two (2) or more sources of supply; and/or
  - 2. Equipment that is presently installed and activated to fully use existing capabilities; and

3. Equipment that is in widespread, regular use throughout at least three (3) other systems operated by the Grantee in markets with characteristics similar to the City (including, but not necessarily limited to size, population, density, demographics, infrastructure, and subscriber penetration) or other systems owned by others in the State of North Dakota with characteristics similar to the City.

#### 5.4 Access Channels.

Consistent with applicable law, Grantee shall offer the following Access Channels to each of its Subscribers who receive all or any part of the Cable Services offered on the Cable System.

- A. The Grantee shall designate and make available to the City up to three (3) HD channels to be used for public, educational and government (PEG) cablecast HD programming (Access Channels) as determined by City. Initially, Grantee will provide the City two Access Channels, a Public Access Channel and a Government Access Channel. When first-run programming on the first two (2) Access Channels occupies sixty percent (60%) of the hours between Noon and 10:00 p.m. for any twelve (12) consecutive weeks, the City may require Grantee to provide the City a third (3<sup>rd</sup>) Access Channel. Access Channels shall always be cablecast by Grantee on its lowest tier and made available to all Subscribers. Subject to provisions of the Cable Act, 47 U.S.C. § 531(d)(1), Grantee may use an Access Channel(s) for commercial programming when it is unused by the City.
- B. To support the PEG-related capital expenditures of the City, Grantee shall pay to the City a one-time PEG capital grant payment in the amount of Fifty Thousand Dollars (\$50,000.00), payable to the City within ninety (90) days of the Grantee's signature of this Franchise Agreement.
- C. Grantee agrees to provide wiring or a return path for audio and video signals (including transmitter) to a point for rebroadcast on the Cable System Access Channels from Fargo City Hall located at 200 N 3<sup>rd</sup> St., and upon request from the Public School Administration Building located at 415 N 4<sup>th</sup> St., and upon request from North Dakota State University located at 1301 12<sup>th</sup> Ave N, and up to three (3) other public government and school buildings as determined from time to time by the City. Grantee will provide the City with the necessary equipment to self-activate live feeds from the locations. Grantee will provide the necessary equipment within ninety (90) days after the date of this Agreement for the initial locations identified by the City. City will furnish its initial list of locations to Grantee within ten (10) days after City approval of this Franchise Agreement.
- D. The City will be responsible for developing and implementing reasonable rules and procedures relating to its equipment, facilities, and programming for the Access Channels, including the scheduling of programming and the use of said access Channels by the Grantee when not in use for PEG access purposes. A set of Access Channel operating rules and procedures is included as Appendix E.
- E. No charges may be assessed by Grantee for Channel time or playback of pre-recorded programming on the Access Channels.

5.5 Additional Requirements Regarding Access Channels.

- A. The Access Channels will be provided to all Subscribers by Grantee as a part of the Lifeline Tier Service and Basic Cable Service.
- B. The Access Channels will be made available by Grantee for use by the City in accordance with the rules and procedures established by the City or any lawfully designated Person, group, organization, or agency authorized by the City for that purpose.
- C. The location of the Access Channels shall not be changed without sixty (60) days notice to the City. Reasonable costs for promotion of change shall be paid by Grantee.
- D. Grantee shall insure that all Access Channels meet the technical standards of the FCC; provided, however, the Grantee shall not be responsible for defects, flaws or other impairments in the programming delivered to the Grantee.
- E. Grantee will coordinate with City and develop educational and promotion information to increase community awareness and interest in PEG Channels including the availability of a studio, equipment, and training.

5.6 Free Service to Public Buildings; Dark Fiber; Innerduct Construction Option

- A. Free Service to Public Buildings. Upon written request from the City, Grantee shall provide a free drop and free basic Cable Service to any accredited existing public K-12 school location and any public library location within the City boundaries, as well as existing and future Public Buildings and facilities, as defined in Appendix B. In the event a drop to such a facility may extend beyond 200 feet from Grantee's facilities, City may, at City's expense, require Grantee to undertake construction of a drop, but Grantee will remain obligated to provide free service as described in this paragraph. Grantee will not be responsible for inside wiring.
- B. Dark Fiber. For the purpose of expanding City's Institutional Network, Grantee will provide City two (2) strands of "dark" fiber optics upon the initial construction, modification, or substantial expansion by Grantee of fiber optic facilities throughout the Term. Such dark fiber shall be limited to the exclusive use of City or its governmental entity designee for any noncommercial, public purpose. All costs relating to the use, maintenance, or repair of the dark fiber shall be the responsibility of the City as calculated on a pro-rata basis with reference to the total number of fiber(s) in the strand. City and Grantee may execute an additional agreement addressing the disposition and maintenance of such dark fiber in greater detail.
- C. Innerduct Construction Option. Grantee shall provide City the option of causing the installation of additional innerduct by Grantee along any and all routes upon the initial construction, modification, or expansion by Grantee of fiber optic routes within the franchise area, throughout the Term. Such innerduct shall be and remain under the exclusive control of City, or its designated governmental entity, and shall be limited to the exclusive use of City for any noncommercial, public purpose. City shall be responsible for all marginal costs relating to the installation of such innerduct and its maintenance by Grantee. Grantee shall cooperate with and assist the City in identifying likely routes, build-out

schedules, and cost estimates. City and Grantee may execute an additional agreement addressing the City's innerduct option in greater detail. The foregoing limit on use shall not be construed to limit the City's ability to transmit, interconnect, and otherwise enable services using such facility for noncommercial, public purpose with any other public sector entity, including federal, state, or local agencies and/or political subdivisions.

5.7 Geographical Coverage.

Grantee will provide service to all areas within the City with a minimum density of thirty (30) households per linear mile. Throughout the term of the Franchise, Grantee will extend service to newly developed areas within ninety (90) days, weather permitting and subject to obtaining any permits or authorizations, after a request is made for service to the area and the area has a minimum density of thirty (30) households per mile. Other areas not meeting the minimum standard may receive Cable Services by an agreement with the Grantee based on a proportional cost for extension of the System in an amount based on the cost of labor, materials, overhead, tax, and freight.

5.8 Programming.

Programming decisions are within the sole discretion of Grantee subject to federal law regarding notice to the City and Subscribers prior to any Channel additions, deletions, or realignments. Grantee will make available, in keeping with the requirements of Appendix C, at least the broad categories of programming set forth therein.

5.9 Emergency Alert System.

In accordance with FCC rules and/or by federal law or regulation, the Grantee will operate an Emergency Alert System (EAS) as required by the FCC. If the FCC discontinues the requirement to provide EAS, Grantee will negotiate with City to devise a plan for emergency situations. Grantee acknowledges that City may develop an EAS, Amber Alert, or another similar plan and it will provide without cost such necessary and reasonable equipment as may be required by such a plan.

5.10 Notice of Shutdown.

- A. At least twelve (12) hours before any planned shutdown, when possible, the Grantee will give notice on a Cable Channel or other means of notifying customers of maintenance or major equipment change-outs which may result in a loss of service to twenty (20) or more dwelling units for a period of one (1) hour or more in duration if such planned shutdown is outside of a maintenance window of midnight to 5:00 a.m. Grantee shall also provide similar advance notice to the City of any such planned shutdowns if such planned shutdown is outside of a maintenance window of midnight to 5:00 a.m. Upon oral or written request by a Subscriber, the Grantee will provide a rebate for any outage in excess of twelve (12) hours and provided such request is made within seven (7) days of the outage.

- B. Upon notification by a Subscriber of a service interruption, Grantee shall give the Subscriber a credit for one (1) day of cable service if cable service is interrupted for more than twelve (12) hours in one (1) day and the interruption is caused by the Grantee.
- C. Upon notification by a Subscriber of a service interruption, Grantee shall give the Subscriber a credit for each hour that cable service is interrupted if cable service is interrupted for more than four (4) hours in one (1) day and the interruption is caused by the Grantee.

5.11 Technical Standards.

To the extent required by applicable law, the Grantee will comply with FCC regulations, Part 76, Subpart K (Technical Standards), as may be amended from time to time.

5.12 Customer Service Standards.

Customer service standards shall be those described in the Ordinance.

5.13 Right of Inspection.

The City will have the right to inspect all construction, reconstruction, or installation work performed by Grantee under the provisions of the Franchise and other pertinent provisions of law, to ensure Grantee's compliance and to protect the public health, safety, and welfare of City's citizens. Grantee will have the right to be present at such inspection.

## **SECTION 6. MISCELLANEOUS PROVISIONS**

6.1 Periodic Evaluation.

To provide for a maximum degree of flexibility in this Franchise, and to help achieve a continued advanced and modern System, the following evaluation provisions shall apply:

- A. Upon thirty (30) days written notice to Grantee, the City may require an evaluation session. Evaluation sessions may occur no more than once every three (3) years beginning three (3) years from the Effective Date, as described in Section 1.3, of this Franchise, unless otherwise mutually agreed to.
- B. All evaluation sessions shall be open to the public and notice of sessions published in the same way as a legal notice.
- C. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies, and any other topics City and Grantee deem relevant.

- D. As part of a periodic review, the City or Grantee may contract with an independent research organization to conduct an objective subscriber survey to identify ongoing community needs.
- E. As part of a periodic evaluation, the City or Grantee may contract for or perform a technical review and performance evaluation. The City and Grantee shall be notified of all such testing and designate representatives to be in attendance and shall also be provided with the results of such tests including any recommendations resulting from such tests along with City or Grantee's proposed satisfaction of any such recommendations.
- F. As a result of a periodic review or evaluation session, City and Grantee, in good faith, may develop such changes and modifications to the terms and conditions of the Franchise as are mutually agreed upon.

6.2 Privacy Policy.

Grantee will comply with all applicable privacy policies and rules.

6.3 Rights of the Grantee.

- A. The Grantee will have the right to construct, erect, operate, and maintain in, on, along, across, above, over, and under the Rights-of-Way of the City, poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the City of a Cable System as provided in the Ordinance and this Franchise Agreement.
- B. The rights herein granted will be subject to the provisions, terms, conditions, and limitations described in the Ordinance and this Franchise Agreement.

6.4 Changes in Federal Law.

The City reserves the right to regulate the Grantee and its communications services to the extent permitted by valid applicable law as applicable from time to time, during the term of this Franchise.

6.5 Late Charges.

Grantee may impose a monthly fee for any delinquent balance owed by a Subscriber, provided such charges are consistent with applicable law. Grantee s provide written information regarding its policies for late charges to Subscribers and the City.

6.6 Entire Agreement.

The Ordinance and this Franchise represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and when approved by City and accepted by Grantee shall be a binding contract. This Franchise Agreement may only be amended, supplemented, modified, or changed by a written document executed by the parties, unless as otherwise provided herein.

6.7 Severability.

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

6.8 Governing Law.

This Franchise Agreement and the Ordinance shall be deemed to be executed in the State of North Dakota, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with applicable federal law and the laws of the State of North Dakota as applicable to contracts entered into and performed entirely within the State.

IN WITNESS WHEREOF, the City and Grantee have signed this Franchise on the dates indicated below.

CITY OF FARGO, NORTH DAKOTA  
A municipal corporation

\_\_\_\_\_  
Dr. Tim Mahoney, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared TIM MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



CABLE ONE, INC.

Juli Blanda  
Juli Blanda  
Vice President  
Date: September 21, 2021

STATE OF TEXAS )  
COUNTY OF SAN PATRICK ) ss.

On this 22 day of Sept, 2021, before me, a notary public in and for said county and state, personally appeared JULI BLANDA to me known to be the Vice President respectively, of CABLE ONE, INC., the corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.



Jamie Mosmeyer  
Notary Public  
Residing at: SAN PATRICK COUNTY  
My Commission Expires: 10-23-2024

My Commission Expires: 10-23-2024

**APPENDIX A**  
**MAPS OF SYSTEM**

Cable One will submit an AutoCAD map of the system within 30 days of the Effective Date.

## **APPENDIX B**

### **SERVICE TO PUBLIC BUILDINGS**

Pursuant to Section 5.6 of the Agreement, Grantee shall, upon written request, provide free drops and free monthly basic cable service to the following locations within the Franchise Area:

All Public Buildings, defined in the Ordinance to mean buildings "owned or for the greater part occupied by the city or on behalf of the city by other governmental units performing traditional municipal governmental functions." (24-0202(32)). In addition to city- owned or leased public building or facilities, eligible Public Buildings shall include all Public Library locations, municipal court locations, each police and fire station, the Park District of the City of Fargo, and related facilities.

For clarity, and without limiting the foregoing, Grantee shall, upon written request, provide free drops and free monthly basic cable service to K-12 school buildings and administrative locations within the Franchise Area.

## **APPENDIX C**

### **BROAD CATEGORIES OF PROGRAMMING**

The City acknowledges Grantee's exclusive right to select the programming and services to be offered to Subscribers. Grantee will nonetheless monitor the needs of the community, consider the results of surveys regarding those needs, and comply with all FCC cable programming rules. During the term of this Franchise, Grantee will offer programming services that meet at least the following broad programming categories:

- ◆ Educational programming
- ◆ News and information
- ◆ Sports
- ◆ General entertainment (including movies)
- ◆ Children/family-oriented
- ◆ Arts, culture and performing arts
- ◆ Science/documentary
- ◆ Weather information
- ◆ Programming addressed to diverse ethnic and minority interests in the City
- ◆ National, state, and local government affairs
- ◆ Access programming, as provided by this Franchise

**APPENDIX D****FRANCHISE FEE PAYMENT WORKSHEET**

REVENUE SOURCE*	NUMBER OF SUBSCRIBERS	GROSS REVENUE	5% FRANCHISE FEE	YTD
Installation/Repair				
Basic Service				
Lifeline				
Tier 1				
Tier 2				
Tier 3				
Digital				
Premium Services				
Pay-Per-View Services				
Additional Outlets				
Remote Control/Converter				
Digital Video Recorder				
Late Fees				
Collection Fees				
Home Shopping Commissions				
Advertising Revenue				
Other				
TOTAL				

Grantee must periodically update the list of services contained on the Worksheet and failure to do so will not relieve the Grantee of the requirements to pay franchise fees on any services that are actually provided.

**APPENDIX E**

**INSTITUTIONAL NETWORK**

**CITY-OWNED OR LEASED BUILDINGS TO BE CONNECTED**

- City Hall (225 N 4<sup>th</sup> St.) to Police Station (105 25<sup>th</sup> St N.)
- Public Safety Building 94630 15<sup>th</sup> Ave N.) to Police Station (105 25<sup>th</sup> St N.)
- Fargo Cass Public Health (1240 25<sup>th</sup> St S.) to Police Station (105 25<sup>th</sup> St N.)
- Fire Station #5 (930 40<sup>th</sup> St. S) to Police Station (105 25<sup>th</sup> St N.)

## APPENDIX F

### ACCESS CHANNEL RULES

The purpose of these operating rules and procedures is to clearly define the rights, responsibilities and privileges of Fargo Public Access ("FPA"), its staff and the community members in the use of the access channel, facility, and equipment. The primary reason for the existence of this facility is to encourage residents of this area to utilize the opportunities provided by access television in the production and cablecasting of localized programming.

#### DEFINITIONS

**Access** — The ability for community members to use the available video equipment, studio and access channel time to produce and display community programming.

**Access Cablecasting** — Refers to programs provided by access users on access channel time provided by FPA

**Access Channel Time** — Refers to the designated cable access time on a specific signal path provided by FPA

**Access User** — Any individual, partnership, group or organization that makes proper application for using access equipment and/or access channel time and presents access cablecasting material or programming for distribution over the cable system access channel(s).

**Advertising** - Various methods of attracting attention to commercial goods and services, including candidates for public office.

**Cablecasting** — The origination of programming by a Cablevision system exclusive of broadcast signals and usually other than automated services.

**Community** — Refers to any resident, business, businessperson, group, organization, or any other entity, located within the boundaries of the service in areas of a Fargo cable provider.

**Community Producer** — Any individual, group or organization, who becomes certified through FPA's workshops, applies for & uses FPA's channel(s).

**Copyright** - The exclusive legal right of publication, duplication, imitation, or sale of literary, music or artistic work. All necessary copyright clearances are the responsibility of the access user.

**Defamation** - Anything which exposes a person, group, organization, business, class, race, or association to hatred, contempt, ridicule, degradation, or disgrace within society or community, or injury to his/her or its business or occupation and any matter which renders an individual issuing defamatory subject matter liable for damages.

**Legally Qualified Candidates** - Any person who has publicly announced that he/she is a candidate for nomination by a convention of a political party, or for nomination by a convention of a political party, or for nomination or election in a special primary or general election for municipal, county, state or national office, so that he/she may be voted for by the electorate directly or by means of delegate, or electors, and who has qualified for a place on the ballot, or is eligible under applicable law to be voted for by sticker, by writing his/her name on the ballot, or other methods, and had been duly nominated by a political party which is commonly known, or makes a substantial showing that he/she is a bona fide candidate for nomination for office.

**Libel** - Any written, printed, or pictorial statement that damages a person by defaming his/her character or exposing him/her to ridicule. Also, the act of presenting such a statement to the public.

**Lottery** — Any device, scheme, plan, promotion, contest, or other program which involves directly, or indirectly the elements of prize, chance and consideration, or any such act which is declared a lottery under applicable local, state, or federal law.

**Obscene or Indecent Material** — Any material in a program or character generated message which would subject a producer or supplier of it to the prosecution under local, state or federal law for the production and/or presentation of obscene or indecent materials.

**Sponsored Programs** — A program that has been financed in part or in its entirety through monetary grants or donations and/or material contributions. Sponsored programs may not resemble an advertisement or any commercial products or services.

## ACCESS CHANNEL TIME

Channel time shall be made available for access cablecasting to any community member, group or organization on a first come, first served, non-discriminatory basis after completion of the necessary filings of the Request for Channel Time forms and Responsibility Form, and dependent upon the availability of the cablecast channel time. When competing claims for the same channel time arises, the priority rules shall be resolved by the Access Coordinator on a non-discriminatory basis in a manner that will ensure that no one community member, group or organization monopolized the equipment to the disadvantage of others and they will maximize fairness and diversity of expression. Productions produced by members of the community will have priority over any pre-packaged programs.

Local educational authorities and local governmental bodies, both for playback or pre-recorded programming and live presentations, shall share the same priority for access channel time on a first come, first served basis.

Use of channel time for productions funded, sponsored or underwritten in part or in full with grant monies donated by an individual, group or organization or business shall also share the first come, first served basis for channel time. A message identifying the sponsor or underwriter may appear at the beginning and end of a program in the following manner: "This program was made possible with funds provided by (name of supporter)." No street addresses, slogans or other descriptive messages may be used. (Reference to town or city is permissible.) The only audio message in this announcement is a voice-over which may be read during the ten seconds that the visual message appears.

The program content of a funded access production shall not resemble an advertisement of the individual business or organization who is supporting it.

The Access Coordinator may reserve a block of time each day for regularly scheduled programs, and shall be responsible for scheduling programs within this block.

## CONTENT

The community producer or organization producing the program bears sole responsibility for the content and materials used in the program. The producer's signature must appear beneath the indemnification clause on the Cablecast Request Form (and remain on file for a period of two (2) years) for each program submitted before that program will be cablecast. This responsibility includes libel, defamation, copyright and any other legal accountability that may arise from the production or cablecasting of that program.

The following announcement will be cablecast at the beginning of each programming day:

"You are viewing community access programming made available by Fargo Public Access. The contents and opinions presented in the following programs are not necessarily those of FPA"

The following announcement will be cablecast after the last scheduled program for the day:

"We now end our cablecast of scheduled programming for today. A list of names and addresses of all persons or organizations using FPA access channel time, facilities and equipment is kept on file at the FPA offices."

Upon determination by the Access Coordinator that a program's subject matter may cause some viewer or parental concern due to its content, the following message may precede and / or during breaks in cablecast of that program:

"The following program may be considered offensive to some viewers. Viewer/Parental discretion is encouraged."

The Access Coordinator may suggest a block of time each day for the programs that may contain potentially offensive material. Access producers have the right to reject such a suggestion.

A program produced or cablecasted with FPA equipment or channel time shall not contain any of the following:

Advertising material designed to promote the sale of commercial products or services

Promotion by or on behalf of legally qualified candidates

Soliciting of funds for any group, organization, or individual with the exception of the public access channel (FPA) to raise funds for operating revenues as needed.



Obscene, indecent, libelous, or slanderous material  
Lottery or lottery information

All media submitted for cablecast on FPA's Channel must be received by the Coordinator one week in advance before cablecast time. Persons submitting the program for cablecast should indicate any possible cause for concern with regard to the technical standards of the program. The Access Coordinator may not censor by editing the submitted program. However, if the Access Coordinator finds that the program contains any of the items described in Section IV, F, 1-6, they may reject the program or message on the grounds that it is unsuitable for cablecasting. Playback time on the access channel shall be limited to ten (10) hours per calendar month by any one Access User, group or organization. All programs produced with FPA's equipment, studio equipment and videotape must be cablecast on the local access channel.



(19)

October 4th, 2021

To: City Commission

From: Tim Dirks, Director  
Fargo Public Library

1310

Prior to contracting with ASP of Moorhead, the Fargo Public Library experienced unacceptable levels of service from GSSC and Advanced Security. ASP continues to provide flexible and competent service. Contracting with the previous vendors would be detrimental to the overall environment within the library locations. The City of Fargo Finance Committee approved the sole sourcing at their meeting of September 27<sup>th</sup>.

**Recommended motion:**

To approve the sole sourcing of contract security services for the library with ASP of Moorhead.

**Attachments:**

Sole Source Procurement Form



## 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:

ASP of Moorhead, Inc.

Estimated Dollar Amount of Purchase:

\$134,329.00

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:

provide contract security staff for library locations.

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

ASP of Moorhead, Inc. has continued to provide a level of flexibility in regards to schedules and quality of service that previous security companies (GSSC & Advanced) failed to provide and either withdrew service or were terminated due to their inability to staff the required schedule.

**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 determination has been identified by the onsite performance of ASP of Moorhead, Inc. versus the other local security firms of GSSC and Advanced.

**\*\*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)

Please see the attached.

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

N/A

Signature:   
(Requestor)

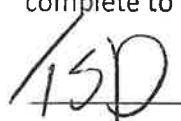
Printed Name: Timothy S. Dirks, MLIS, MPA

Department: Library

Title: Director

Date: 9..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.

 (Requestor initials)

<b>Vendor</b>	<b>Ability to Staff Required Hours</b>	<b>Inability to Staff Required Hours</b>
ASP of Moorhead	<b>X</b>	
Advanced Security		<b>X</b>
GSSC		<b>X</b>

20

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR**  
**TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR TB**

**DATE: SEPTEMBER 27, 2021**

**RE: 2021 HOME-AMERICAN RESCUE PLAN FUNDING AWARD**

The City of Fargo has received a special allocation and associated grant agreement from the U.S. Department of Housing and Urban Development to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter to reduce homelessness and increase housing stability. This allocation was authorized by the American Rescue Plan Act of 2021.

Upon execution, the City of Fargo will receive the following allocation in the form of HOME Investment Partnership – American Rescue Plan (HOME-ARP) funds. These funds will undergo a citizen participation process, including a public input meeting and significant coordination with area service providers and the North Dakota Continuum of Care as required by HUD. Once an allocation plan is written, submitted to HUD, and approved, funds will be allocated through an amendment to the City's 2021 HUD Action Plan.

- \$1,697,107 in HOME (CFDA #14.239 – grant number M-21-MP-38-0220)

**RECOMMENDED MOTION:** Execute the grant agreement to accept and receive the 2021 HOME Investment Partnerships – American Rescue Plan (HOME-ARP) allocation to the City of Fargo from the U.S. Department of Housing and Urban Development.





# HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act  
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address Fargo  200 North 3rd Street Fargo, ND 58102-0000		2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP380220 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;">           3a. Tax Identification Number            456002069         </td> <td style="width:50%; vertical-align: top;">           3b. Unique Entity Identifier (formerly DUNS)            070265871         </td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;">           4. Appropriation Number            861/50205         </td> <td style="width:50%; vertical-align: top;">           5. Budget Period Start and End Date            FY 2021 – 09/30/2030         </td> </tr> </table>		3a. Tax Identification Number 456002069	3b. Unique Entity Identifier (formerly DUNS) 070265871	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030											
3a. Tax Identification Number 456002069	3b. Unique Entity Identifier (formerly DUNS) 070265871																	
4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030																	
6. Previous Obligation (Enter "0" for initial FY allocation)		\$0																
a. Formula Funds		\$																
7. Current Transaction (+ or -)		\$1,697,107.00																
a. Administrative and Planning Funds Available on Federal Award Date		\$84,855.35																
b. Balance of Administrative and Planning Funds		\$169,710.70																
c. Balance of Formula Funds		\$1,442,540.95																
8. Revised Obligation		\$																
a. Formula Funds		\$																
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Federal Award Date (HUD Official's Signature Date) 09/20/2021																
11. Indirect Cost Rate* <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Administering Agency/Dept.</th> <th style="width:20%;">Indirect Cost Rate</th> <th style="width:50%;">Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table>		Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		12. Period of Performance Date in Box #10 - 09/30/2030  <small>* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.</small>	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base																
—	—%																	
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The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Kathleen S. Burke, CPD Director	14. Signature 	15. Date 09/21/2021
16. For the Grantee (Name and Title of Authorized Official) Timothy J Mahoney, City of Fargo Mayor	17. Signature 	18. Date / /

19. Check one:    ☒ Initial Agreement    ☐ Amendment #

20. Funding Information:

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	\$1,697,107.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

## 22. Special Conditions

(21)

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	First Community Addition	<b>Date:</b>	7-26-2021
		<b>Update:</b>	9-20-2021
<b>Location:</b>	5201 42 <sup>nd</sup> St S and 4211 53 <sup>rd</sup> Ave S	<b>Staff Contact:</b>	Kylie Bagley
<b>Legal Description:</b>	Lots 1 and 2, Block 1, Western State Bank Addition		
<b>Owner(s)/Applicant:</b>	First Community Credit Union/Andy Westby	<b>Engineer:</b>	Jim Schlieman
<b>Entitlements Requested:</b>	Minor Subdivision (A replat of Lots 1 and 2, Block 1, Western State Bank Addition)		
<b>Status:</b>	City Commission Public Hearing: October 4, 2021		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Retail Sales and Services	<b>Land Use:</b> Unchanged
<b>Zoning:</b> LC, Limited Commercial	<b>Zoning:</b> Unchanged
<b>Uses Allowed:</b> Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service.	<b>Uses Allowed:</b> Unchanged
<b>Maximum Lot Coverage Allowed:</b> Maximum 55% building coverage	<b>Maximum Lot Coverage Allowed:</b> Unchanged

**Proposal:**

The applicant is seeking approval of a minor subdivision located at 5201 42<sup>nd</sup> Street South and 4211 53<sup>rd</sup> Avenue South. The request is to plat the existing two lot minor subdivision into a two lot minor subdivision entitled **First Community Addition**. The lots are being adjusted so that the current parking for the financial institution is on the same lot as the financial institution.

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

**Surrounding Land Uses and Zoning Districts:**

- North: Across 52<sup>nd</sup> Ave S the properties are zoned SR-2, Single-Dwelling Residential, with single-family dwelling units
- East: Across 42<sup>nd</sup> St S the properties are zoned LC, Limited Commercial, with retail sales and service uses.
- South: Across 53<sup>rd</sup> Ave S the properties are zoned MR-3, Multi-Dwelling Residential, with multi-family dwelling units
- West: The property is zoned LC, Limited Commercial and is currently vacant land

**Area Plans:**

The subject property is located within the 2007 Growth Plan for the southwest area of the City of Fargo. Within this growth plan, the subject property is identified as being suitable for commercial uses.

**Legend**

- Commercial Area
- Future School
- Medium High Density or Commercial
- Proposed Park
- Residential Area - lower to medium density
- Residential Area - medium to high density

**Schools and Parks:**

**Neighborhood:** The subject properties are located in The District Neighborhood.

**Schools:** The subject properties are located within the Fargo School District and are served by Kennedy Elementary, Discovery Middle and Davies High schools.

**Parks:** The subject properties are located within half a mile of The Pines Park (5371 42<sup>nd</sup> Street South), Woodhaven South Park (4802 Woodhaven Drive South) and Cottagewood Park (4896 38<sup>th</sup> Street South), which offer amenities such as playgrounds, picnic shelters, a basketball court, recreational trails, and fishing pond.

**Pedestrian / Bicycle:** Shared Use Paths exist along 52<sup>nd</sup> Avenue South and on the south side of 53<sup>rd</sup> Avenue South.

**Staff Analysis:****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.**

This subdivision is intended to replat two existing lots into two new lots. The properties within this plat are currently zoned LC, Limited Commercial, which is consistent with that 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 received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.

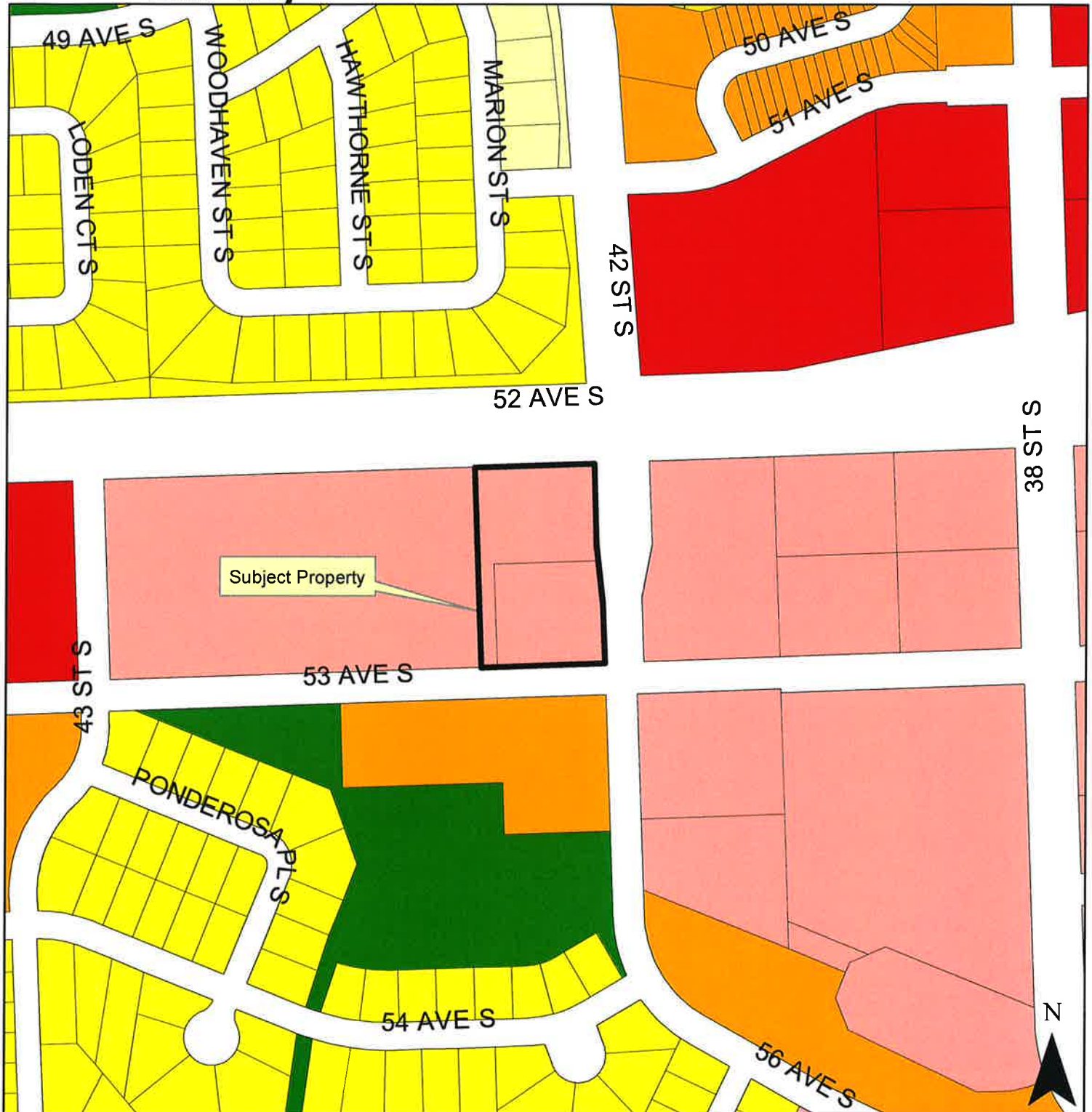
**(Criteria Satisfied)**

<p><b>2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</b></p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals.</p> <p><b>(Criteria Satisfied)</b></p>
<p><b>Staff Recommendation:</b></p> <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed subdivision plat, <b>First Community Addition</b> as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".</p>
<p><b>Planning Commission Recommendation: August 3, 2021</b></p> <p>On August 3, 2021, by a vote of 7-0 with 4 Commission seats vacant, the Planning Commission voted to accept the findings and recommendations of staff and moved to recommend approval to the City Commission the proposed <b>First Community Addition</b> subdivision plat as presented; as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06, and Section 20-0907.C (1-4) of the LDC and all other applicable requirements of the LDC.</p>
<p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>1. Zoning Map</li> <li>2. Location Map</li> <li>3. Plat</li> </ol>

# Plat (Minor)

5201 42nd Street S;  
4211 53rd Avenue S

## First Community Addition





## Plat (Minor)

5201 42nd Street S;  
4211 53rd Avenue S

### First Community Addition



**FIRST COMMUNITY ADDITION**  
**A MINOR SUBDIVISION**  
**BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1, WESTERN STATE BANK ADDITION**  
**IN THE CITY OF FARGO,**  
**CASS COUNTY, NORTH DAKOTA**



BEARINGS SHOWN ARE BASED ON FARGO GIS HORIZONTAL DATUM. NEGATIVE ACCESS EASEMENT AS NOTED ON THIS PLAT IS AN EASEMENT DEDICATED AS PART OF THE SUBDIVISION. THE LOT ON LOTS 1 AND 2, BLOCK 1, WESTERN STATE BANK ADDITION, IS A LINE CONTIGUOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

UTILITY EASEMENTS ARE SHOWN THUS

BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES, AS INDICATED ON THE PLAT.

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BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES, AS INDICATED ON THE PLAT.

OWNER: First Community Credit Union (Lot 1 and part of Lot 2, Block 1, Western State Bank Addition)

OWNER: Stephen J. Schmitz, President

State of North Dakota

County of Cass

On this day of 20 before me personally appeared Stephen J. Schmitz, President of First Community Credit Union, a North Dakota credit union, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of said credit union.

Notary Public:

OWNER: ND Dental Holdings, LLC (Part of Lot 2, Block 1, Western State Bank Addition)

OWNER: James Fred Johnson III, President

State of North Dakota

County of Cass

On this day of 20 before me personally appeared James Fred Johnson III, President of ND Dental Holdings, LLC, a North Dakota limited liability company, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

Notary Public:

OWNER: James A. Schlemmer, Professional Land Surveyor No. 8086

State of North Dakota

County of Cass

On this day of 20 before me personally appeared James A. Schlemmer, Professional Land Surveyor, known to me to be the person who is depicted in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public:

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

Benita E. Dering, City Engineer

State of North Dakota

County of Cass

On this day of 20 before me personally appeared Benita E. Dering, Fargo City Engineer, known to me to be the person who is depicted in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

Notary Public:

OWNER: FIRST COMMUNITY CREDIT UNION, a North Dakota credit union, and ND Dental Holdings, LLC, a North Dakota limited liability company, are the owners and proprietors of the following described tract of land: Lot 1 and 2, Block 1, of Western State Bank Addition to the City of Fargo, Cass County, North Dakota. Said tract of land contains 3.477 acres, more or less. And that said parties have caused the same to be surveyed and replatted as First Community Addition to the City of Fargo, Cass County, North Dakota.

OWNER: Stephen J. Schmitz, President

State of North Dakota

County of Cass

On this day of 20 before me personally appeared Stephen J. Schmitz, President of First Community Credit Union, a North Dakota credit union, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of said credit union.

Notary Public:

OWNER: ND Dental Holdings, LLC (Part of Lot 2, Block 1, Western State Bank Addition)

OWNER: James Fred Johnson III, President

State of North Dakota

County of Cass

On this day of 20 before me personally appeared James Fred Johnson III, President of ND Dental Holdings, LLC, a North Dakota limited liability company, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

Notary Public:

OWNER: James A. Schlemmer, Professional Land Surveyor No. 8086

State of North Dakota

County of Cass

On this day of 20 before me personally appeared James A. Schlemmer, Professional Land Surveyor, known to me to be the person who is depicted in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public:

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

Benita E. Dering, City Engineer

State of North Dakota

County of Cass

On this day of 20 before me personally appeared Benita E. Dering, Fargo City Engineer, known to me to be the person who is depicted in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

Notary Public:

FARGO PLANNING COMMISSION APPROVAL: Approved by the City of Fargo Planning Commission this day of 20

Rodney Schneider, Chair

Fargo Planning Commission

State of North Dakota

County of Cass

On this day of 20 before me personally appeared Rodney Schneider, Chair of the Fargo Planning Commission, known to me to be the person who is depicted in and who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of the Fargo Planning Commission.

Notary Public:

FARGO CITY COMMISSION APPROVAL: Approved by the Board of City Commissioners and ordered filed this day of 20

Timothy J. Mahoney, Mayor

Attest: Steven Sprague, City Auditor

State of North Dakota

County of Cass

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

Notary Public:

Sheet 1 of 1  
Project No. 10907-0001

Houston Engineering Inc.  
Phone: 701.237.5065





**CITY OF FARGO**  
**POLICE DEPARTMENT**

Chief David B. Zibolski



September 27, 2021

105 25th Street North, Fargo, North Dakota 58102

Office: 701-241-1400 Fax: 701-297-7789

Board of City Commissioners  
City Hall  
Fargo, ND 58102

www.fargopolice.com

**COPY**

RE: Acceptance of North Dakota Department of Transportation Grant Funding for Seat-Belt, Impaired Driving, Distracted Driving Enforcement, Speed Enforcement and Underage Drinking Enforcement and Education Activities (CFDA #20.616 and 20.600).

Dear Commissioners:

The North Dakota Department of Transportation is again offering to provide Fargo Police Department with grant funding for the purpose of conducting seatbelt, impaired driving, distracted driving, speed enforcement and underage drinking enforcement and education activities. The funding made available through the National Highway Traffic Safety Administration (NHTSA) is intended to reimburse the police department for overtime expenses associated with having officers work extra hours towards conducting the enforcement and education activities.

The DOT is making a total of \$62,000 in grant money available to the Police Department, \$17,500 of which is intended for impaired driving enforcement and \$7,000 of which is intended for impaired driving media campaigns. Of the remaining grant funding, \$14,000 is to be used for seatbelt enforcement, \$8,500 for underage drinking enforcement, \$5,000 for speed enforcement, and \$10,000 for distracted driving enforcement. There is no requirement for the City of Fargo to match any of the grant funding provided.

**Recommended Motion:**

*Sign the North Dakota Department of Transportation Traffic Safety Contract, accept the grant funding in the amount of \$62,000 and adjust Police Department's budget line items as follows:*

- *Occupant Protection: Account # 101-5045-411-11-01 – PD11 in the amount of \$14,000*
- *Underage Drinking Account # 101-5045-411-11-01 – PD12 in the amount of \$8,500*
- *Impaired Driving Account # 101-5045-411-11-01 – PD31 in the amount of \$17,500*
- *DUI Media Campaign Account # 101-5045-411-34-20 – PD31 in the amount of \$7,000*
- *Distracted Driving Account # 101-5045-411-11-01 – PD37 in the amount of \$10,000*
- *Speed Enforcement Account# 101-5045-411-11-01 – PD36 in the amount of \$5,000*

Please contact me if you have any questions regarding the grant funding or the police department's budget adjustment request.

Sincerely,

David B. Zibolski  
Chief of Police

Cc: Kent Costin, Finance Director

**I.**

The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.

**II.**

The term of this contract shall begin October 1, 2021, and shall end September 30, 2022.

**III.**

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$62,000. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

**IV.**

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

**V.**

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

**VI.**

The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

**VII.**

The Contractor shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

**VIII.**

Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be



used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

### IX.

The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

### X.

The Contractor must have a seat belt use policy, a drug and alcohol driving policy, and a distracted driving/texting policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

### XI.

#### Termination:

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
  - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
  - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
  - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.



Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement:
  - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
  - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

## XII.

The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

## XIII.

The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

## XIV.

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

## XV.

The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.



**XVI.**

The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

**XVII.**

The Contractor shall not assign nor transfer the Contractor's interest in this agreement without the express written consent of the state.

**XVIII.**

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**XIX.**

The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

**XX.**

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

**XXI.**

No official or employee of a state or any other governmental instrumentality 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. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

**XXII.**

All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.





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EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

City of Fargo

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 16870 (Div. 12)  
L.D. Approved 7-17-89; 5-21



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).





## Risk Management Appendix

### **Service Contracts with Private Individuals, Companies, Corporations, Etc.:**

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.**

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007  
Revised 5-09



## AGREEMENT FOR PARTICIPATION IN THE NORTH DAKOTA HIGHWAY SAFETY PLAN

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Attachment 1 – Enforcement Overtime Calendar for FFY 2022

## BACKGROUND

The North Dakota Department of Transportation's (NDDOT) Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Safety Division receives and provides state and federal funding to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the annual Highway Safety Plan. This contract will assist in achieving the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public's knowledge and understanding of roadway safety and strategies.

The purpose of this contract is to provide funding to the **Fargo Police Department** (hereinafter referred to as Contractor) to:

- Participate in statewide occupant protection (OP) enforcement programs
- Participate in statewide impaired driving (ID) enforcement programs, including sobriety checkpoints and saturation patrols
- Participate in statewide underage drinking (UA) enforcement programs
- Participate in statewide distracted driving (DD) enforcement program
- Participate in statewide speed (SC) enforcement program
- Develop and place media ads for the enhancement of impaired driving campaigns

## OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK

### PROJECT NO. PHSPOP2205-05-08

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase OP use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor is encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

The Contractor may only work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled periods.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.

- Issue Citations – **not warnings** – for failure or improper use of an OP device. This is to assure the integrity of the *CLOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.
- Ensure that all officers working the overtime grant funding for OP have completed the Traffic Occupant Protection Strategies (TOPS) training. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CLOT* enforcement period.

## IMPAIRED DRIVING (ID) ENFORCEMENT SCOPE OF WORK

### PROJECT NO. PHSPID2210-02-07

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter ID through heightened enforcement of ID laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior.

The Contractor is required to work during the scheduled ID enforcement periods as outlined in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period of the contract period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per enforcement period, except for the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Conduct a minimum of four shifts (no minimum number of hours per shift) during the dates identified as the National Labor Day *Drive Sober or Get Pulled Over* campaign.

- Ensure that officers working the ID grant have been SFST (Standardized Field Sobriety Testing) certified and have attended a SFST refresher or ARIDE course at least once every five years. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.
- Determine the best enforcement strategy (e.g., sobriety checkpoints vs. saturation patrols, time of day, locations, etc.) that will most effectively deter ID within the Contractor's jurisdiction. Data indicates this would typically be at night on weekends and holidays, or during special community events justifying the need for additional traffic enforcement. Some jurisdictions may have varying times based on demographics (e.g., college communities).
- Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the ID enforcement period.

## UNDERAGE DRINKING (UA) ENFORCEMENT SCOPE OF WORK

### PROJECT NO. PHSPID2210-12-03

The UA enforcement program supports and enhances efforts by law enforcement to reduce the availability of alcohol to minors. Tragic social consequences can result when youth use alcohol, including traffic injuries and fatalities. The objective of the program is to prohibit the sale and consumption of alcoholic beverages to minors. (For the purpose of this solicitation, "minors" are defined as individuals under the age of 21.)

*Please note that funds for operations may be utilized to cover the costs of overtime for officers, stipends for underage buyers, and direct expenses for server training (printing, postage, and other approved direct expenses). **These funds may not be used for food or refreshment.***

Activities under this program are for Non-Saturation events only. The Contractor is required to work two (2) scheduled UA enforcement periods chosen by your agency and relay plans to the Safety Division. The Contractor may conduct additional non-saturation enforcement activity beyond the two (2) scheduled required calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the

purpose of additional non-saturation enforcement. The Contractor must notify the Safety Division of the additional non-saturation enforcement activity before conducting the additional non-saturation enforcement activity.

**Qualifying Non-Saturation Events include:**

*The following types of enforcement activities will be reported as a non-saturation event in the Law Enforcement Web Reporting (LEWR) online report system.*

- **Compliance Checks** — Compliance Checks must utilize an underage buyer working under the direction of a law enforcement agency. The underage buyer enters a licensed liquor establishment and attempts to purchase alcoholic beverages. This operation may be conducted at on-premises sites (bars, restaurants, clubs, etc.) and off-premises businesses (convenience stores, grocery stores, gas stations, etc.).
- **Shoulder Tap** — Shoulder tap activities must involve an underage buyer working under the direction of a law enforcement agency. The underage buyer will approach an individual who is about to enter an off-sale establishment and ask them to purchase alcohol for them from an off-sale establishment.
- **Server Training** — Training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and UA.
- **Controlled Party Dispersal** — Controlled Party Dispersal goes hand in hand with Party Prevention Patrols. If patrol personnel encounter an UA party, the officer calls for backup and then uses proper party dispersal protocol as set out by the Pacific Institute for Research and Evaluation (PIRE) document *A Practical Guide to Preventing and Dispersing Underage Drinking Parties*.  
<http://www.pire.org/documents/UDET/operational-guides/PreventingUADParties.pdf>
- **Evidence-Based Alcohol Prevention Educational Presentations** — Evidence-based curricula have been proven to be effective in reducing underage drinking and driving. Examples of evidence-based programs include but are not limited to Lifeskills Training, Positive Action, and D.A.R.E. (Drug Abuse Resistance Education) Costs eligible for reimbursement are the purchase or printing of teaching guides, and workbooks for students. Please contact the Safety Division, Law Enforcement Coordinator, to determine if officer time is eligible for reimbursement (regular time is not reimbursable). Promotional items are not an allowable expense.

During each fiscal year of the contract, the Contractor must:

- Conduct a minimum of two (no minimum number of hours per shift) **planned** non-saturation events. Provide the Safety Division a calendar of scheduled events for the fiscal year that identifies the type of events to be conducted and when. *The calendar of events must be provided to the Safety Division by October 1.*
- Determine the best enforcement strategy (e.g., shoulder tap, server training or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within the Contractor's jurisdiction.

- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers within five days after completing the event.
- For Evidence-based activities documentation of actual curricula expenses need to be supported by an invoice when submitting a voucher for reimbursement. A separate paper voucher will be provided to you from the Safety Division.
- Submit a reimbursement voucher by within 45 days after completing the event.

## DISTRACTED DRIVING (DD) ENFORCEMENT OF WORK

### PROJECT NO. PHSPDD2211-02-05

The DD enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The Contractor is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.
- Issue Citations – **not warnings** – when observing a driver violating North Dakota's DD law. This is to assure the integrity of the DD message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.

- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of DD laws during the enforcement period.

## SPEED (SC) ENFORCEMENT SCOPE OF WORK

### PROJECT NO. PHSPSC2207-04-09

The speed (SC) enforcement campaign exists to decrease speed violations through heightened enforcement of speeding laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and decrease excessive speed.

Participating law enforcement agencies are required to work overtime during scheduled Speed campaigns to achieve high visibility within their jurisdictions to deter motorists from driving above the posted speed limits.

The Contractor may only work during the scheduled Speed enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled period.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for driving above the posted speed limits. This is to assure the integrity of the *Obey the Sign or Pay the Fine* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility in driving behaviors and safety measures.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).



- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of speeding laws during the enforcement period.

## MEDIA SCOPE OF WORK

### PROJECT NO. PHSPID2210-03-02

The Contractor will be responsible for the development and placement of media ads for the enhancement of impaired driving campaigns to specifically target the city of Fargo population. The Contractor must:

- Receive approval from the Safety Division before placement/distribution of any media materials using NDDOT funds.
- Meet closed captioning requirements for any ads developed for television.
- Include the Vision Zero logo on all media developed for this placement.

The Contractor will track and report frequency and coverage of media message.

#### **Reporting**

A detailed progress report and voucher will be submitted to the Safety Division within 45 days after the end of the month in which expenses occurred. A voucher format will be provided by the Safety Division. The progress report must include:

1. The timeline of the project.
2. The total amount of funds spent on the project.
3. An outline of what portion of the project the DOT funds were attributed to.

The Contractor must maintain copies of the media placement affidavits on file.

## REPORTING AND AUDIT REPORTING/ALL PROJECTS

### ***Reporting***

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Safety Division per the schedule referenced in the previous OP, ID, UA, DD, and SC enforcement sections. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

*An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.*

Because the OP, ID, UA, DD and SC enforcement programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the Safety Division immediately.

### ***Audit Reporting***

A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F. A financial audit is sufficient if the non-federal entity expends less than \$750,000.

## NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS/ALL PROJECTS

### ***NDDOT Responsibilities***

This Scope of Work will be monitored by the NDDOT's Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

### ***Reimbursement***

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate (56 cents per mile).

***At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 15 for any services or purchases that took place on or before June 30. Vouchers received after July 15 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.***

The final reports/vouchers for all projects are due no later than November 14, 2022. ***Vouchers received after November 14, 2022, will not be reimbursed.***

### ***Other Requirements***

In accordance with 23 CFR Part 1300 Appendix C, the Contractor, as a representative of its political subdivision, requests the benefit of the NDDOT Safety Division coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The NDDOT Safety Division will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing the contract, the Contractor signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The Contractor shall not use the funds for supplanting. *Funds for programs and services provided through this grant are intended to supplement, **not supplant**, other state or local funding sources.* Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of state, local, or federally-recognized Indian tribal governments.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Safety Division.

## BUDGETS

### *OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET*

**PROJECT NO. PHSPOP2205-05-08 / CFDA NO. 20.600**

#### DIRECT COSTS

Overtime wages	\$14,000
Mileage	\$ 0
<b>PROJECT TOTAL</b>	<u><u>\$14,000</u></u>

#### Participation

Federal	100%	\$14,000
State	-	
Local	-	

### *IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET*

**PROJECT NO. PHSPID2210-02-07 / CFDA NO. 20.616**

#### DIRECT COSTS

Overtime wages	\$17,500
Mileage	\$ 0
<b>PROJECT TOTAL</b>	<u><u>\$17,500</u></u>

#### Participation

Federal	100%	\$17,500
State	-	
Local	-	

***UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET*****PROJECT NO. PHSPID2210-12-03 / CFDA NO. 20.616****DIRECT COSTS**

Overtime wages	\$ 8,500
Educational Resources	\$ 0
<b>PROJECT TOTAL</b>	<b><u>\$ 8,500</u></b>

**Participation**

Federal	100%	\$ 8,500
State	-	
Local	-	

***DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET*****PROJECT NO. PHSPDD2211-02-05 / CFDA NO. 20.600****DIRECT COSTS**

Overtime wages	\$10,000
Mileage	\$ 0
<b>PROJECT TOTAL</b>	<b><u>\$10,000</u></b>

**Participation**

Federal	100%	\$10,000
State	-	
Local	-	

***SPEED (SC) ENFORCEMENT BUDGET*****PROJECT NO. PHSPSC2207-04-09 / CFDA NO. 20.600****DIRECT COSTS**

Overtime wages	\$ 5,000
Mileage	\$ 0
<b>PROJECT TOTAL</b>	<b><u>\$ 5,000</u></b>

**Participation**

Federal	100%	\$ 5,000
State	-	
Local	-	

*MEDIA***PROJECT NO. PHSPID2210-03-02 / CFDA NO. 20.616****DIRECT COSTS**Media \$ 7,000**PROJECT TOTAL** \$ 7,000**Participation**

Federal 100% \$ 7,000

State -

Local -

## ATTACHMENT 1

**OCCUPANT PROTECTION (OP) ENFORCEMENT DATES**

<b><u>Enforcement Dates</u></b>	<b><u>Enforcement Log Due Date</u></b>	<b><u>Reimbursement Voucher Due Date</u></b>
November 1 – Dec 16, 2020	12/21/2021	1/31/2022
*May 23 – June 5, 2022*	06/06/2022	07/11/2022
July 1 – August 18, 2022	08/25/2022	09/30/2022

\* May 23 – June 5, 2022 is a National Click It or Ticket It Campaign (*CIOT*)\*

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Contractor may not work any other dates for the occupant protection campaign.

Please refer to the Contract for the full Scope of Work.

## ATTACHMENT 1

**IMPAIRED DRIVING (ID) ENFORCEMENT DATES**

<b><u>Enforcement Dates</u></b>	<b><u>Enforcement Log Due Date</u></b>	<b><u>Reimbursement Voucher Due Date</u></b>
<b>*Dec. 17, 2021 – January 31, 2022*</b>	<b>02/07/2022</b>	<b>03/31/2022</b>
<b>March 1 – 31, 2022</b>	<b>04/06/2022</b>	<b>05/31/2022</b>
<b>*August 19 – Sept. 5, 2022*</b>	<b>09/09/2022</b>	<b>10/31/2022</b>
<b>*DSOGPO*</b>		

**\* December 17 – January 1, 2022 is a National Drive Sober or Get Pulled Over Campaign. ND dates for ID extend the campaign until January 31, 2022.**

**\* August 19 - September 5, 2022 is the National Drive Sober or Get Pulled Over Campaign. *DSOGPO* requires a minimum of 4 shifts to be worked.**

**Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.**

**Please refer to the Contract for the full Scope of Work.**



## ATTACHMENT 1

**DISTRACTED DRIVING (DD) ENFORCEMENT DATES**

<b><u>Enforcement Dates</u></b>	<b><u>Enforcement Log Due Date</u></b>	<b><u>Reimbursement Voucher Due Date</u></b>
<b>*April 1 – 30, 2022*</b>	<b>05/05/2022</b>	<b>06/30/2022</b>
<b>September 1 – 30, 2022</b>	<b>10/03/2022</b>	<b>10/31/2022</b>

**\*April 1 – 30, 2022 coincides with the national Distracted Driving awareness campaign.**

**Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.**

**Please refer to the Contract for the full Scope of Work.**

**SPEED (SP) ENFORCEMENT DATES**

<b><u>Enforcement Dates</u></b>	<b><u>Enforcement Log Due Date</u></b>	<b><u>Reimbursement Voucher Due Date</u></b>
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**ATTACHMENT 1**

**April 22 –May 22, 2022**

**05/30/2022**

**06/30/2022**

**Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.**

**Contractor may not work any other dates for the speed campaign.**

**Please refer to the Contract for the full Scope of Work.**

## Appendix B to Part 1300 – Application Requirements for Section 405 and Section 1906 Grants

*[Each fiscal year, to apply for a grant under 23 U.S.C. 405 or Section 1906, Pub. L. 109-59, as amended by Section 4011, Pub. L. 114-94, the State must complete and submit all required information in this appendix, and the Governor's Representative for Highway Safety must sign the Certifications and Assurances.]*

State: North Dakota

Fiscal Year: 2022

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**Instructions:** Check the box for each part for which the State is applying for a grant, fill in relevant blanks, and identify the attachment number or page numbers where the requested information appears in the HSP. Attachments may be submitted electronically.

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### ☒ PART 1: OCCUPANT PROTECTION GRANTS (23 CFR 1300.21)

[Check the box above only if applying for this grant.]

All States:

[Fill in all blanks below.]

- The lead State agency responsible for occupant protection programs will maintain its aggregate expenditures for occupant protection programs at or above the average level of such expenditures in fiscal years 2014 and 2015. (23 U.S.C. 405(a)(9))
- The State's occupant protection program area plan for the upcoming fiscal year is provided in the HSP at ND\_FY22\_402, page 56 (location).
- The State will participate in the Click it or Ticket national mobilization in the fiscal year of the grant. The description of the State's planned participation is provided in the HSP at ND\_FY22\_402, Page 58 & ND\_FY22\_405b, page 1-5 (location).
- Countermeasure strategies and planned activities demonstrating the State's active network of child restraint inspection stations are provided in the HSP at ND\_FY22\_405b, page 6-7 (location).  
Such description includes estimates for: (1) the total number of planned inspection stations and events during the upcoming fiscal year; and (2) within that total, the number of planned inspection stations and events serving each of the following population categories: urban, rural, and at-risk. The planned inspection stations/events provided in the HSP are staffed with at least one current nationally Certified Child Passenger Safety Technician.

- Countermeasure strategies and planned activities, as provided in the HSP at ND\_FY22\_405b, page 6-7 (location), that include estimates of the total number of classes and total number of technicians to be trained in the upcoming fiscal year to ensure coverage of child passenger safety inspection stations and inspection events by nationally Certified Child Passenger Safety Technicians.

#### Lower Seat Belt Use States Only:

*[Check at least 3 boxes below and fill in all blanks under those checked boxes.]*

- ☐ The State's **primary seat belt use law**, requiring all occupants riding in a passenger motor vehicle to be restrained in a seat belt or a child restraint, was enacted on \_\_\_\_\_ (date) and last amended on \_\_\_\_\_ (date), is in effect, and will be enforced during the fiscal year of the grant.

**Legal citation(s):** \_\_\_\_\_.

- ☐ The State's **occupant protection law**, requiring occupants to be secured in a seat belt or age-appropriate child restraint while in a passenger motor vehicle and a minimum fine of \$25, was enacted on \_\_\_\_\_ (date) and last amended on \_\_\_\_\_ (date), is in effect, and will be enforced during the fiscal year of the grant.

#### Legal citations:

- \_\_\_\_\_ Requirement for all occupants to be secured in seat belt or age appropriate child restraint;
- \_\_\_\_\_ Coverage of all passenger motor vehicles;
- \_\_\_\_\_ Minimum fine of at least \$25;
- \_\_\_\_\_ Exemptions from restraint requirements.

- ☒ The countermeasure strategies and planned activities demonstrating the State's **seat belt enforcement plan** are provided in the HSP at ND\_FY22\_402, Page 57 (location).

- ☒ The countermeasure strategies and planned activities demonstrating the State's **high risk population countermeasure program** are provided in the HSP at ND\_FY22\_405b, page 8 (location).

■ The State's **comprehensive occupant protection program** is provided as follows:

- Date of NHTSA-facilitated program assessment conducted within 5 years prior to the application date January 13-17, 2020 (date);
- Multi-year strategic plan: HSP at ND\_FY22\_405b application, Page 11 (location);
- The name and title of the State's designated occupant protection coordinator is Carol Thurn, Program Manager.
- List that contains the names, titles and organizations of the Statewide occupant protection task force membership: HSP at ND\_FY22\_405b, Page 5-6 (location).

■ The State's NHTSA-facilitated **occupant protection program assessment** of all elements of its occupant protection program was conducted on January 13-17, 2020 (date) (within 3 years of the application due date);

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**□ PART 2: STATE TRAFFIC SAFETY INFORMATION SYSTEM IMPROVEMENTS GRANTS (23 CFR 1300.22)**

*[Check the box above **only** if applying for this grant.]*

**All States:**

- The lead State agency responsible for traffic safety information system improvement programs will maintain its aggregate expenditures for traffic safety information system improvements programs at or above the average level of such expenditures in fiscal years 2014 and 2015. (23 U.S.C. 405(a)(9))

*[Fill in all blank for each bullet below.]*

- A list of at least 3 TRCC meeting dates during the 12 months preceding the application due date is provided in the HSP at ND\_FY22\_405c, page 1 (location).
- The name and title of the State's Traffic Records Coordinator is  
Melissa Casteel, Traffic Records Program Manager/Research Analyst/FA
- A list of the TRCC members by name, title, home organization and the core safety database represented is provided in the HSP at ND\_FY22\_405c, pages 1-3 and ND\_FY22\_Traffic\_Records\_Strategic\_Plan, pages 11-12 (location).
- The State Strategic Plan is provided as follows:
  - Description of specific, quantifiable and measurable improvements at  
ND\_FY22\_405c, pages 7-8 and ND\_FY22\_Traffic\_Records\_Strategic\_Plan, pages 4-9 (location);
  - List of all recommendations from most recent assessment at:  
ND\_FY22\_405c, pages 3-4 and ND\_FY22\_Traffic\_Records\_Strategic\_Plan, pages 3-4, 6-9 (location);
  - Recommendations to be addressed, including countermeasure strategies and planned activities and performance measures at  
ND\_FY22\_405c, pages 4-10 and ND\_FY22\_Traffic\_Records\_Strategic\_Plan, pages 3-10 (location);
  - Recommendations not to be addressed, including reasons for not implementing:  
HSP at  
ND\_FY22\_405c, page 10 and ND\_FY22\_Traffic\_Records\_Strategic\_Plan, pages 6, 8 (location).
- Written description of the performance measures, and all supporting data, that the State is relying on to demonstrate achievement of the quantitative improvement in the preceding 12 months of the application due date in relation to one or more of the significant data program attributes is provided in the HSP at ND\_FY22\_Traffic\_Records\_Strategic\_Plan, pages 7-8 and ND\_FY22\_405c\_Quantitative\_Improvement (location).
- The State's most recent assessment or update of its highway safety data and traffic records system was completed on December 21, 2020 (date).

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**■ PART 3: IMPAIRED DRIVING COUNTERMEASURES  
(23 CFR 1300.23(D)-(F))**

*[Check the box above **only** if applying for this grant.]*

**All States:**

- The lead State agency responsible for impaired driving programs will maintain its aggregate expenditures for impaired driving programs at or above the average level of such expenditures in fiscal years 2014 and 2015.
- The State will use the funds awarded under 23 U.S.C. 405(d) only for the implementation of programs as provided in 23 CFR 1300.23(j).

**Mid-Range State Only:**

*[Check **one** box below and fill in all blanks under that checked box.]*

☐ The State submits its Statewide impaired driving plan approved by a Statewide impaired driving task force on \_\_\_\_\_ (date).  
Specifically –

- HSP at \_\_\_\_\_  
(location) describes the authority and basis for operation of the Statewide impaired driving task force;
- HSP at \_\_\_\_\_ (location)  
contains the list of names, titles and organizations of all task force members;
- HSP at \_\_\_\_\_ (location)  
contains the strategic plan based on Highway Safety Guideline No. 8 – Impaired Driving.

☒ The State has previously submitted a Statewide impaired driving plan approved by a Statewide impaired driving task force on June 25, 2020 (date) and continues to use this plan.

**High-Range State Only:**

*[Check one box below and fill in all blanks under that checked box.]*

☐ The State submits its Statewide impaired driving plan approved by a Statewide impaired driving task force on \_\_\_\_\_ (date) that includes a review of a NHTSA-facilitated assessment of the State's impaired driving program conducted on \_\_\_\_\_ (date). Specifically, –

- HSP at \_\_\_\_\_ (location) describes the authority and basis for operation of the Statewide impaired driving task force;
- HSP at \_\_\_\_\_ (location) contains the list of names, titles and organizations of all task force members;
- HSP at \_\_\_\_\_ (location) contains the strategic plan based on Highway Safety Guideline No. 8 – Impaired Driving;
- HSP at \_\_\_\_\_ (location) addresses any related recommendations from the assessment of the State's impaired driving program;
- HSP at \_\_\_\_\_ (location) contains the planned activities, in detail, for spending grant funds;
- HSP at \_\_\_\_\_ (location) describes how the spending supports the State's impaired driving program and achievement of its performance targets.

☐ The State submits an updated Statewide impaired driving plan approved by a Statewide impaired driving task force on \_\_\_\_\_ (date) and updates its assessment review and spending plan provided in the HSP at \_\_\_\_\_ (location).



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☐ **PART 4: ALCOHOL-IGNITION INTERLOCK LAWS (23 CFR 1300.23(G))**

*[Check the box above only if applying for this grant.]*

*[Fill in all blanks.]*

The State provides citations to a law that requires all individuals convicted of driving under the influence or of driving while intoxicated to drive only motor vehicles with alcohol-ignition interlocks for a period of 6 months that was enacted on \_\_\_\_\_ (date) and last amended on \_\_\_\_\_ (date), is in effect, and will be enforced during the fiscal year of the grant.

**Legal citation(s):**

\_\_\_\_\_  
\_\_\_\_\_

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☒ **PART 5: 24-7 SOBRIETY PROGRAMS (23 CFR 1300.23(H))**

*[Check the box above only if applying for this grant.]*

*[Fill in all blanks.]*

The State provides citations to a law that requires all individuals convicted of driving under the influence or of driving while intoxicated to receive a restriction on driving privileges that was enacted on 8/1/2013 (date) and last amended on 8/1/2013 (date), is in effect, and will be enforced during the fiscal year of the grant.

**Legal citation(s):**

NDCC 39-20-04.1

*[Check at least one of the boxes below and fill in all blanks under that checked box.]*

☒ **Law citation.** The State provides citations to a law that authorizes a Statewide 24-7 sobriety program that was enacted on 8/1/2013 (date) and last amended on 8/1/2013 (date), is in effect, and will be enforced during the fiscal year of the grant.

**Legal citation(s):**

NDCC 39-06.1-11, NDCC 39-20-03.1-5, NDCC 54-12-27 through 54-12-31, NDCC 39-06.1-11, NDCC 39-08-03.1-5,

NDCC 39-20-04.1, NDCC 54-12-27, NDCC 54-12-31

☐ **Program information.** The State provides program information that authorizes a Statewide 24-7 sobriety program. The program information is provided in the HSP at \_\_\_\_\_ (location).

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☐ **PART 6: DISTRACTED DRIVING GRANTS (23 CFR 1300.24)**

*[Check the box above **only** if applying for this grant and fill in all blanks.]*

**Comprehensive Distracted Driving Grant**

- The State provides sample distracted driving questions from the State's driver's license examination in the HSP at \_\_\_\_\_ (location).
- **Prohibition on Texting While Driving**

The State's texting ban statute, prohibiting texting while driving and requiring a minimum fine of at least \$25, was enacted on \_\_\_\_\_ (date) and last amended on \_\_\_\_\_ (date), is in effect, and will be enforced during the fiscal year of the grant.

**Legal citations:**

- \_\_\_\_\_ Prohibition on texting while driving;
- \_\_\_\_\_ Definition of covered wireless communication devices;
- \_\_\_\_\_ Minimum fine of at least \$25 for an offense;
- \_\_\_\_\_ Exemptions from texting ban.

- **Prohibition on Youth Cell Phone Use While Driving**

The State's youth cell phone use ban statute, prohibiting youth cell phone use while driving, driver license testing of distracted driving issues and requiring a minimum fine of at least \$25, was enacted on \_\_\_\_\_ (date) and last amended on \_\_\_\_\_ (date), is in effect, and will be enforced during the fiscal year of the grant.

**Legal citations:**

- \_\_\_\_\_ Prohibition on youth cell phone use while driving;
- \_\_\_\_\_ Definition of covered wireless communication devices;
- \_\_\_\_\_ Minimum fine of at least \$25 for an offense;
- \_\_\_\_\_ Exemptions from youth cell phone use ban.

- The State has conformed its distracted driving data to the most recent Model Minimum Uniform Crash Criteria (MMUCC) and will provide supporting data (i.e., NHTSA-developed MMUCC Mapping spreadsheet) within 30 days after notification of award.

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## ■ PART 7: MOTORCYCLIST SAFETY GRANTS (23 CFR 1300.25)

*[Check the box above **only** if applying for this grant.]*

*[Check at least 2 boxes below and fill in all blanks under those checked boxes **only**.]*

### ■ Motorcycle riding training course:

- The name and organization of the head of the designated State authority over motorcyclist safety issues is William T. Panos, North Dakota Department of Transportation.
- The head of the designated State authority over motorcyclist safety issues has approved and the State has adopted one of the following introductory rider curricula:  
*[Check at least one of the following boxes below and fill in any blanks.]*
  - Motorcycle Safety Foundation Basic Rider Course;
  - ☐ TEAM OREGON Basic Rider Training;
  - ☐ Idaho STAR Basic I;
  - ☐ California Motorcyclist Safety Program Motorcyclist Training Course;
  - ☐ Other curriculum that meets NHTSA's Model National Standards for Entry-Level Motorcycle Rider Training and that has been approved by NHTSA.
- In the HSP at ND\_FY22\_405f, page 1 (location), a list of counties or political subdivisions in the State where motorcycle rider training courses will be conducted during the fiscal year of the grant AND number of registered motorcycles in each such county or political subdivision according to official State motor vehicle records.

### ☐ Motorcyclist awareness program:

- The name and organization of the head of the designated State authority over motorcyclist safety issues is \_\_\_\_\_.
- The State's motorcyclist awareness program was developed by or in coordination with the designated State authority having jurisdiction over motorcyclist safety issues.
- In the HSP at \_\_\_\_\_ (location), performance measures and corresponding performance targets developed for motorcycle awareness that identify, using State crash data, the counties or political subdivisions within the State with the highest number of motorcycle crashes involving a motorcycle and another motor vehicle.
- In the HSP at \_\_\_\_\_ (location), the countermeasure strategies and planned activities demonstrating that the State will implement data-driven programs in a majority of counties or political subdivisions

where the incidence of crashes involving a motorcycle and another motor vehicle is highest, and a list that identifies, using State crash data, the counties or political subdivisions within the State ranked in order of the highest to lowest number of crashes involving a motorcycle and another motor vehicle per county or political subdivision.

**□ Reduction of fatalities and crashes involving motorcycles:**

- Data showing the total number of motor vehicle crashes involving motorcycles is provided in the HSP at \_\_\_\_\_ (location).
- Description of the State's methods for collecting and analyzing data is provided in the HSP at \_\_\_\_\_ (location).

**□ Impaired driving program:**

- In the HSP at \_\_\_\_\_ (location), performance measures and corresponding performance targets developed to reduce impaired motorcycle operation.
- In the HSP at \_\_\_\_\_ (location), countermeasure strategies and planned activities demonstrating that the State will implement data-driven programs designed to reach motorcyclists and motorists in those jurisdictions where the incidence of motorcycle crashes involving an impaired operator is highest (i.e., the majority of counties or political subdivisions in the State with the highest numbers of motorcycle crashes involving an impaired operator) based upon State data.

**□ Reduction of fatalities and accidents involving impaired motorcyclists:**

- Data showing the total number of reported crashes involving alcohol-impaired and drug-impaired motorcycle operators is provided in the HSP at \_\_\_\_\_ (location).
- Description of the State's methods for collecting and analyzing data is provided in the HSP at \_\_\_\_\_ (location).

☒ Use of fees collected from motorcyclists for motorcycle programs:

*[Check one box only below and fill in all blanks under the checked box only.]*

☐ Applying as a Law State –

- The State law or regulation requires all fees collected by the State from motorcyclists for the purpose of funding motorcycle training and safety programs are to be used for motorcycle training and safety programs. **AND**
- The State's law appropriating funds for FY \_\_\_\_ demonstrates that all fees collected by the State from motorcyclists for the purpose of funding motorcycle training and safety programs are spent on motorcycle training and safety programs.

Legal citation(s): \_\_\_\_\_  
\_\_\_\_\_

☒ Applying as a Data State –

- Data and/or documentation from official State records from the previous fiscal year showing that **all** fees collected by the State from motorcyclists for the purpose of funding motorcycle training and safety programs were used for motorcycle training and safety programs is provided in the HSP at  
ND\_FY22\_405f, page 3-22 \_\_\_\_\_ (location).

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**☐ PART 8: STATE GRADUATED DRIVER LICENSING INCENTIVE GRANTS (23 CFR 1300.26)**

*[Check the box above **only** if applying for this grant.]*

*[Fill in all applicable blanks below.]*

The State's graduated driver's licensing statute, requiring both a learner's permit stage and intermediate stage prior to receiving an unrestricted driver's license, was last amended on \_\_\_\_\_ (date), is in effect, and will be enforced during the fiscal year of the grant.

**Learner's Permit Stage –**

**Legal citations:**

- \_\_\_\_\_ Applies prior to receipt of any other permit, license, or endorsement by the State if applicant is younger than 18 years of age and has not been issued an intermediate license or unrestricted driver's license by any State;
- \_\_\_\_\_ Applicant must pass vision test and knowledge assessment;
- \_\_\_\_\_ In effect for at least 6 months;
- \_\_\_\_\_ In effect until driver is at least 16 years of age;
- \_\_\_\_\_ Must be accompanied and supervised at all times;
- \_\_\_\_\_ Requires completion of State-certified driver education or training course or at least 50 hours of behind-the-wheel training, with at least 10 of those hours at night;
- \_\_\_\_\_ Prohibits use of personal wireless communications device;
- \_\_\_\_\_ Extension of learner's permit stage if convicted of a driving-related offense;
- \_\_\_\_\_ Exemptions from learner's permit stage.

**Intermediate Stage –**

**Legal citations:**

- \_\_\_\_\_ Commences after applicant younger than 18 years of age successfully completes the learner's permit stage, but prior to receipt of any other permit, license, or endorsement by the State;
- \_\_\_\_\_ Applicant must pass behind-the-wheel driving skills assessment;

- \_\_\_\_\_ In effect for at least 6 months;
  - \_\_\_\_\_ In effect until driver is at least 17 years of age;
  - \_\_\_\_\_ Must be accompanied and supervised between hours of 10:00 p.m. and 5:00 a.m. during first 6 months of stage, except when operating a motor vehicle for the purposes of work, school, religious activities, or emergencies;
  - \_\_\_\_\_ No more than 1 nonfamilial passenger younger than 21 years of age allowed;
  - \_\_\_\_\_ Prohibits use of personal wireless communications device;
  - \_\_\_\_\_ Extension of intermediate stage if convicted of a driving-related offense;
  - \_\_\_\_\_ Exemptions from intermediate stage.
- 

**□ PART 9: NONMOTORIZED SAFETY GRANTS (23 CFR 1300.27)**

[Check the box above *only* applying for this grant AND *only* if NHTSA has identified the State as eligible because the State annual combined pedestrian and bicyclist fatalities exceed 15 percent of the State's total annual crash fatalities based on the most recent calendar year final FARS data.]

The State affirms that it will use the funds awarded under 23 U.S.C. 405(h) only for the implementation of programs as provided in 23 CFR 1300.27(d).

---

☐ **PART 10: RACIAL PROFILING DATA COLLECTION GRANTS (23 CFR 1300.28)**

*[Check the box above **only** if applying for this grant.]*

*[Check one box **only** below and fill in **all** blanks under the checked box **only**.]*

- ☐ In the HSP at \_\_\_\_\_ (location), the official document(s) (i.e., a law, regulation, binding policy directive, letter from the Governor or court order) demonstrates that the State maintains and allows public inspection of statistical information on the race and ethnicity of the driver for each motor vehicle stop made by a law enforcement officer on all public roads except those classified as local or minor rural roads.
- ☐ In the HSP at \_\_\_\_\_ (location), the State will undertake countermeasure strategies and planned activities during the fiscal year of the grant to maintain and allow public inspection of statistical information on the race and ethnicity of the driver for each motor vehicle stop made by a law enforcement officer on all public roads except those classified as local or minor rural roads. (A State may not receive a racial profiling data collection grant by checking this box for more than 2 fiscal years.)
-



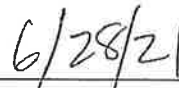
**In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following certifications and assurances –**

- I have reviewed the above information in support of the State's application for 23 U.S.C. 405 and Section 1906 grants, and based on my review, the information is accurate and complete to the best of my personal knowledge.
- As condition of each grant awarded, the State will use these grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with all applicable laws, regulations, and financial and programmatic requirements for Federal grants.
- I understand and accept that incorrect, incomplete, or untimely information submitted in support of the State's application may result in the denial of a grant award.

**I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.**



Signature Governor's Representative for Highway Safety



Date

**William T. Panos**

Printed name of Governor's Representative for Highway Safety

**Certificate Of Completion**

Envelope Id: 2FE2F7C8025747D49F8E01CFFD6E0D97

Status: Sent

Subject: PD Fargo Contract #12211130

Contract Number: 12211130

PCN:

Source Envelope:

Document Pages: 42

Signatures: 0

Certificate Pages: 3

Initials: 1

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

Sheila Kitzan

608 E Boulevard Ave

Bismarck, ND 58505

skitzan@nd.gov

IP Address: 165.234.92.5

**Record Tracking**

Status: Original

9/21/2021 12:17:12 PM

Holder: Sheila Kitzan

skitzan@nd.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of  
Transportation CLOUD

Location: DocuSign

**Signer Events**

Shannon Sauer

ssauer@nd.gov

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

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

**Timestamp**

Sent: 9/21/2021 1:04:01 PM

Viewed: 9/21/2021 1:17:41 PM

Signed: 9/21/2021 1:18:02 PM

**Authentication Details**

SMS Auth:

Transaction: 65F0264E06D41404919022F38B3A5497

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 9/21/2021 1:17:33 PM

Phone: +1 701-426-9825

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Karin Mongeon

kamongeon@nd.gov

Security Level: Email, Account Authentication  
(None), Authentication**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Page 207  
Signer Events

Clint Morgenstern

cdmorgenstern@nd.gov

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Robin R. Rehborg

rrehborg@nd.gov

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Laureen M. Martin

lmartin@nd.gov

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

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signature

Timestamp

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Sheila Kitzan

skitzan@nd.gov

North Dakota Highway Patrol

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Using IP Address: 165.234.253.12

Sent: 9/21/2021 12:18:04 PM

Viewed: 9/21/2021 1:03:19 PM

Completed: 9/21/2021 1:04:00 PM

**VIEWED**

Agent Delivery Events

Status

Timestamp

George Vinson

gvinson@fargond.gov

LT

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sent: 9/21/2021 1:18:07 PM

Viewed: 9/22/2021 8:11:20 AM

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Shelia Kizan

skitzan@nd.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events

Status

Timestamp

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Carbon Copy Events**

**Status**

**Timestamp**

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

9/21/2021 12:18:04 PM

**Payment Events**

**Status**

**Timestamps**



(23)

## PUBLIC WORKS/OPERATIONS

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

September 29, 2021

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

RE: RFP for Crawler Dozer RFP21156

Commissioners:

On September 27, 2021, proposals were received and read for one (1) Crawler Dozer. Four proposals were submitted from three separate vendors.

The results were as follows:

<u>Firm</u>	<u>Unit Cost</u>	<u>Total Machine Warranty</u>	<u>Total Operational Cost</u>
RDO Equipment	\$407,300.00	\$61,000.00	\$468,300.00
General Equipment	\$485,300.00	\$25,755.00	\$511,055.00
Butler Machinery Co.	\$536,250.00	\$38,850.00	\$575,100.00
Butler Machinery Co. XE	\$564,050.00	\$38,850.00	\$602,900.00

The review committee, consisting of Terry Ludlum, Scott Olson, Scott Anderson and Tanner Smedshammer evaluated the proposals and determined that all of the proposals met specifications based on a 10,000-hour life cycle. The recommendation is to award RDO Equipment Co. based on the compliant, low cost proposal. Funding for this project has been included in the 2022 Solid Waste budget. A lease will be procured at the time the equipment is delivered.

**SUGGESTED MOTION:**

Approve the recommendation to lease purchase one (1) Crawler Dozer from RDO Equipment Co. for the total amount of \$468,300.00 with a 5 year annual lease.

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

**Request for Proposals (RFP21156)****Landfill Dozer**

9/27/21

**Solid Waste****Proposal Evaluation Summary**

	<b>RDO Equip</b>	<b>General Equip</b>	<b>Butler Machinery</b>	<b>Butler Machinery</b>
<b>Manufacture Model</b>	John Deere 850L WH	Komatsu D65PXi-18	Caterpillar D6	Caterpillar D6XE
<b>Operating Weight</b>	54,000	50,830	52,715	53,315
<b>Total Machine Warranty</b>	\$61,000.00	\$25,755.00	\$38,850.00	\$ 38,850.00
<b>Unit \$</b>	\$407,300.00	\$485,300.00	\$536,250.00	\$564,050.00
<b>Total</b>	\$468,300.00	\$511,055.00	\$575,100.00	\$602,900.00
<b>Service Rate</b>	\$6.00	\$11.46	\$12.06	\$11.82
<b>Est. Delivery</b>	Jun-22	May-22	Jul-22	Jul-22



(24)

## PUBLIC WORKS/OPERATIONS

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

September 29, 2021

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

RE: 2021 Winter Rental Equipment (RFP21154)

Commissioners:

On September 20<sup>th</sup>, 2021, proposals were received for one (1) Fargodome Rental Wheeled Loader along with (3) Public Works Rental Wheel Loader's. Proposals were submitted by five separate vendors with one vendor able to fulfill the quantity requirements.

The results were as follows:

<u>Loader Firm</u>	<u>Monthly price per machine</u>
RDO / Fargodome	\$5,000.00
RDO / Public Works	\$4,000.00

Ben Dow, Bernie Larson and Tanner Smedshammer determined that RDO met all required specifications and the proposed price was within expected parameters. Recommendation is to award RDO Equipment Co. on the 3 year Winter Rental Wheel Loader Bid.

SUGGESTED MOTION:

Approve the recommendation to contract with RDO for three (3) years on one (1) Winter Rental Wheeled Loader's for the Fargodome for \$5,000.00 per month along with three (3) Winter Rental Wheeled Loader's for Public Works for \$4,000.00 per machine per month.

Respectfully Submitted,

Tanner Smedshammer  
Fleet Management Specialist

### (3) Public Works 3yd+

November 1st thru March 31st 2022

Company	Butler	Butler	General Eq	Herc Rentals	RDO	Titan Rentals
Make	Caterpillar	Caterpillar	Komatsu	Volvo	John Deere	Case
Model	926M	930M	WA320	L70	544K	621GXR
Monthly	\$2,800.00	\$3,300.00	\$2,750.00	\$7,500.00	\$4,000.00	\$3,160.00
Base Hours	50	50	60	176	100	176
Hourly Rate	\$30.00	\$34.00	\$30.00	\$42.61	\$35.00	\$20.00
JRB 416	No	No	Yes	Yes	Yes	Yes
HP	168	168	165	170	166	162
Provide	?	?	1	2	3	1
5 month rental	\$14,000.00	\$16,500.00	\$13,750.00	\$37,500.00	\$20,000.00	\$15,800.00
Estimated usage 100 hours	\$7,500.00	\$8,500.00	\$6,000.00	\$0.00	\$0.00	\$0.00
<b>Estimated Total Rent</b>	<b>\$21,500.00</b>	<b>\$25,000.00</b>	<b>\$19,750.00</b>	<b>\$37,500.00</b>	<b>\$20,000.00</b>	<b>\$15,800.00</b>
<b>Per Month Rental for 100 hours of use:</b>	<b>\$4,300.00</b>	<b>\$5,000.00</b>	<b>\$3,950.00</b>	<b>\$7,500.00</b>	<b>\$4,000.00</b>	<b>\$3,160.00</b>



Fargo Dome 4+  
November 1st thru March 31st 2022

Company	Herc Rentals	General Eq	RDO
Make	Volvo	Komatsu	John Deere
Model	L110H	WA380	644K
Monthly	\$9,000.00	\$3,000.00	\$5,000.00
Base Hours	176	60	100
Hourly Rate	\$51.14	\$35.00	\$35.00
HP	190	192	249
3rd Spool Hydraulics	Yes	Yes	Yes
5 month rental	\$45,000.00	\$15,000.00	\$25,000.00
Fees			
Estimated usage 100 hours. / 5 months	\$0.00	\$7,000.00	\$0.00
Estimated Total Rent	\$45,000.00	\$22,000.00	\$25,000.00
Per Month Rental for 100 hours of use:			
	\$9,000.00	\$4,400.00	\$5,000.00

(25)

October 4<sup>th</sup>, 2021

The Honorable Board of City Commissioners  
 City of Fargo  
 225 4<sup>th</sup> St N  
 Fargo, North Dakota 58102

**RE: AFB20132 Metro Transit Garage Lighting Project Change Order**

Commissioners,

Transit Department has requested a change order from Superior Electric to delete the installation of the light fixtures in the drive-over pit. We are also requesting a contract extension to better coordinate with the hoist installation project. The joint contract between the Cities of Fargo and Moorhead had a fully funded project budget of \$100,000. City of Fargo portion of this contract was \$66,000 and was funded by NDDOT Contract 38190961, approved by City Commission on August 26<sup>th</sup>, 2019. The remainder of this project was funded by the City of Moorhead and MNDOT.

Change Order #1 was approved by the City Commission on May 17<sup>th</sup>, 2021. Change Order #2 was approved by the City Commission on June 28<sup>th</sup>, 2021. The following table provides a breakdown of the allocation of costs for this project. The cost of the change orders does not exceed the fully funded budget for this project.

	Fargo	Moorhead	
Original Project	\$48,680.94	\$25,078.06	
Change Order #1	\$256.08	\$131.92	
Change Order #2	\$16,673.58	\$8,589.42	
Change Order #3	(\$5,421.24)	(\$2,792.76)	
Total Project	\$60,189.36	\$31,006.64	\$91,196.00

**Attachments:** Quote for the deletion of the installation of the pit lights.

**Recommended Action:** For AFB20132, approve and sign change order with Superior Electric of Fargo, LLC for the deletion of the installation of the drive-over pit lights and time extension for the Metro Transit Garage lighting replacement project.

Respectively submitted,

*Jordan Smith*

Jordan Smith  
 Transit Fleet and Facilities Manager

For Schedule Information: 701-232-7500

# Change Order

# #3

Revisions to the Contract for Construction between **Owner** and **CONTRACTOR** are agreed as follows.

**PROJECT:** Metro Transit Garage Lighting Update - AFB20132

Metro Transit Garage

650 23rd St N

2/22/2021

Name

Address

Date of Commencement

**CHANGES:** Description of the added/deleted/revised Work

WORK: Removal of the lighting fixtures in the drive-over pit. The drive-over pit is being repurposed to accommodate two hoists. The lights need to be removed for the hoist installation and new lights will not be installed.

**REASON FOR CHANGES:** Light replacement is not needed as the drive-over pit is being repurposed for new hoists.

**LIST OF SUPPLEMENTAL INFORMATION/DRAWINGS (ATTACHED):** Quote for the deletion of work.

**CONTRACT SUM:**

Contract Sum PRIOR to this Change (including previously approved Change Orders):	\$99,410.00
Contract Sum AFTER to this Change:	\$91,196.00
TOTAL CHANGE:	-\$8,214.00

**CONTRACT DURATION:**

Substantial Completion PRIOR to this Change (including previously approved Change Orders):	12/31/2021
Substantial Completion AFTER this Change:	6/1/2022
TOTAL CHANGE:	days + or - 152

**APPROVALS:**

CHANGE SUBMITTED BY: Jordan Smith

APPROVED BY:



CONTRACTOR: Superior Electric LLC

DATE:

9/20/21

OWNER: City of Fargo - Dr. Timothy J Mahoney, M.D , Mayor

DATE:

ATTEST: City Auditor

DATE:

Owner: City of Moorhead - Mayor

DATE:

ATTEST: City Manager

DATE:

26

September 28, 2021

Honorable Board of City Commissioners

City of Fargo

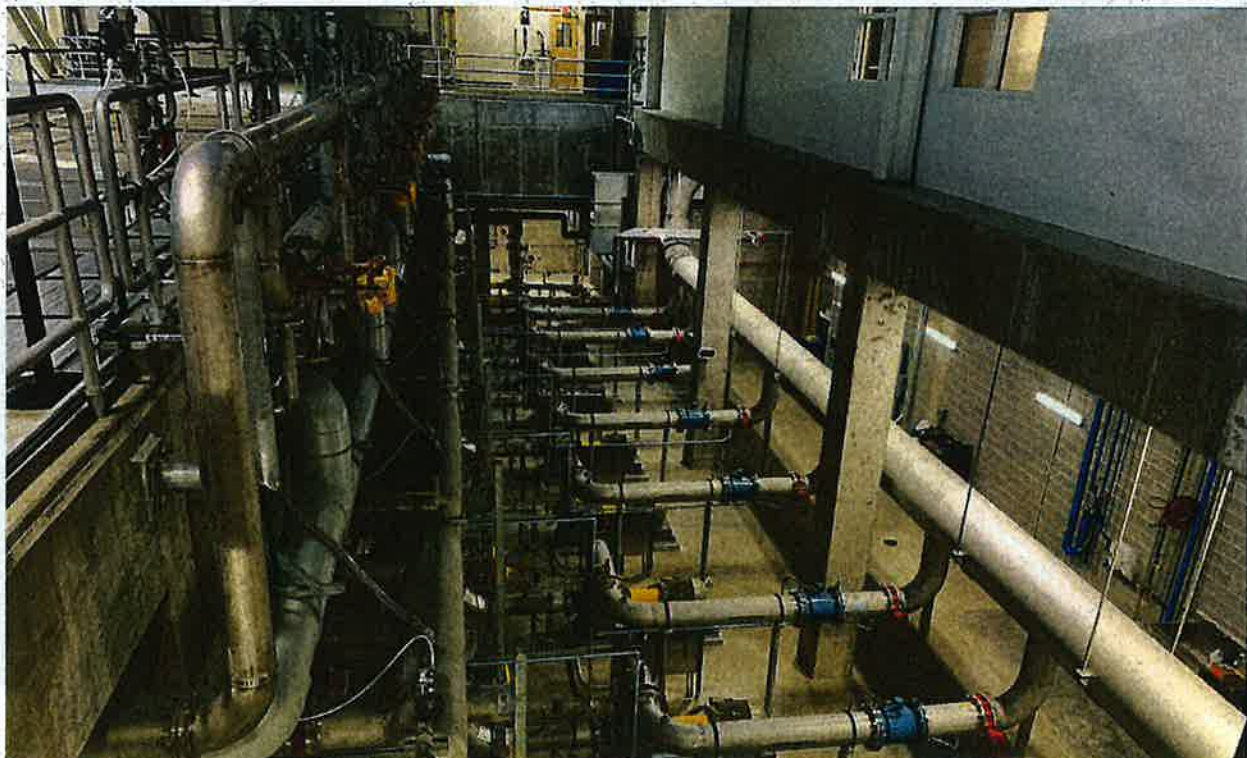
225 4th Street North

Fargo, ND 58102

**Subject:** Sole Source Request with Suez Water Technologies for Membrane WTP Ultrafiltration Buildout

Dear Commissioners:

Water Utility staff is seeking sole source request approval for Suez Water Technologies (Suez) to add membrane area in the Ultrafiltration (UF) system of the Membrane Water Treatment Plant (MWTP). This sole source request was approved by the City of Fargo (CoF) Finance Committee on September 27, 2021 (sole source form attached). This project is in the 2022 approved budget to be funded with American Rescue Plan (ARP) Act funding, which will not need to be paid back by CoF. The project cost is estimated at \$934,600.



Pumps and piping in the Ultrafiltration (UF) System in the Membrane Water Treatment Plant (MWTP). The UF System achieves EPA regulatory credit. This system removes particles from water before it is pumped through the Reverse Osmosis (RO) System to remove dissolved salts such as sulfates.



### Purpose and Motive of MWTP Ultrafiltration Buildout Project

- **Operations Cost Efficiency:** This is good for rate payers. The 2019 MWTP has proven to be a more cost efficient treatment process compared to the 1997 Lime Softening WTP (1997 WTP). However, a base flow rate of water needs to be treated through the 1997 WTP for a variety of reasons. ***This project will allow for higher water flow rates through the MWTP in summer and should have a capital investment pay back of less than three (3) years.***
- **Maintenance benefit:** The MWTP UF system is highly regulated to achieve Environmental Protection Agency (EPA) regulatory credit. Higher flow rates through the UF system reduce a regulatory credit calculation, approved by the North Dakota Department of Environmental Quality (DEQ). This credit reduction is purely due to an increased water flow, a variable in the calculation. Also, membrane fiber breakage reduce this credit calculation and fibers need to be repaired. The combination of high water flow rates and fiber breakage is problematic from a maintenance urgency and workload perspective. ***This project will reduce urgency and allow for more scheduled maintenance instead of reactive maintenance related to broken membrane fiber repairs.***

### Reason and Justification for Sole Source

- **Ultrafiltration (UF) Components Not Universal:** Manufacturers of UF systems have unique system designs. Components and membrane modules are not interchangeable between different manufacturers. For Fargo, the UF manufacture (Suez) was competitively selected ahead of the full MWTP design due to equipment footprint criteria. ***Suez is the only provider for the UF components that may be installed in the Fargo MWTP and allow for EPA regulatory credit.***
- **Basis for Membrane Proposal Cost:** Prior to full MWTP design in 2013, a proposal was received from Suez with a locked in 20-year membrane module replacement price with a defined method for inflation adjustments. While the current WTP Ultrafiltration Buildout project is additional membrane modules/area and not replacement, Suez is honoring the 2013 contact price with inflation adjustment as the basis for the current proposal. ***Therefore, the proposal seems fair and reasonable to the City of Fargo and Suez from a cost perspective with a contract defined cost calculation.***

Water Utility personnel have a goal to complete the MWTP Ultrafiltration Buildout Project prior to May, 2022. This will allow for additional treatment cost saving in 2022 and beyond, which is good for rate payers. The degree of treatment cost reduction when comparing the 2019 MWTP and the 1997 Lime Softening WTP has dependence on the chemistry of the source water (Red River & Sheyenne River). Generally, the MWTP shows lower treatment costs over 98% of the time.

While the 1997 Lime Softening WTP is an excellent water treatment facility, another primary benefit of the MWTP (and the reason for its construct) is more consistency of water quality to customers. These are unregulated parameters such as hardness, Total Dissolved Solids, and taste/odor compound reduction.

Your consideration is greatly appreciated in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Troy B. Hall". The signature is stylized, with the first name "Troy" written in a cursive-like script and the last name "Hall" in a more formal, slightly cursive font.

Troy B. Hall  
Water Utility Director

**SUGGESTED MOTION:**

Approve sole source request with Suez Water Technologies in the estimated amount of \$934,600 for materials to buildout the Membrane WTP Ultrafiltration system and will use American Rescue Plan (ARP) Act funding.



## 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:

Suez Water Technologies & Solutions (Suez)

Estimated Dollar Amount of Purchase:

\$934,600

The project/service is required to:

This sole source request is to purchase additional membrane modules, components, and technical support to fully build out the Ultrafiltration (UF) system in the Membrane Water Treatment Plant (MWTP). The UF system in the MWTP was constructed with 40 percent spare slots for additional membrane area.

This is a specific budget line in the 2022 budget under American Rescue Plan (ARP) Act funding. The Suez proposal indicates an estimated lead time of 20 weeks for delivery upon order. WTP personnel have a goal to have the UF system built out ahead of summer 2022. The additional modules in the UF system will treat more water and improve EPA regulatory calculations when some modules are removed from service due to need for repairs. The MWTP will be able to more reliably operate at higher flow rates after project completion and will save overall WTP operations costs.

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

The Suez Ultrafiltration (UF) system was competitively selected via proposal ahead of the full Membrane Water Treatment Plant (MWTP) design. There were three proposals received from Microfiltration/Ultrafiltration (MF/UF) manufacturers in about 2013 and all systems were pilot tested for Fargo water sources. Since MF/UF manufacturers are unique how they design systems and membrane components, membrane modules are not interchangeable between manufactures. For this reason, the membrane modules from Suez have a locked-in price for 20 years with an inflation escalator for replacement modules. The current proposal from Suez is not replacement, but additional membrane area. However, Suez is honoring the original contract price for replacement modules. WTP staff believes this to be a fair and reasonable price for both parties because it goes back to a competitive selection process in about 2013.

**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 Suez Ultrafiltration (UF) system was competitively selected via proposal ahead of the full Membrane Water Treatment Plant (MWTP) design. There were three proposals received from Microfiltration/Ultrafiltration (MF/UF) manufacturers in about 2013 and all systems were pilot tested for Fargo water sources. Since MF/UF manufacturers are unique how they design systems and membrane components, membrane modules are not interchangeable between manufactures.

**\*\*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)

The Suez Ultrafiltration (UF) system was competitively selected via proposal ahead of the full Membrane Water Treatment Plant (MWTP) design. There were three proposals received from Microfiltration/Ultrafiltration (MF/UF) manufacturers in about 2013 and all systems were pilot tested for Fargo water sources. Since MF/UF manufacturers are unique how they design systems and membrane components, membrane modules are not interchangeable between manufactures.

There were three MF/UF systems that were pilot tested and proposals evaluated for installation in the MWTP. The Suez UF system was evaluated as the best overall proposal for pilot performance, cost, building footprint, and other factors. Other manufacturers piloted and evaluated were Pall Water and Siemens Water Technologies.

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

N/A

Signature: T.B. Hall  
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 9/22/2021

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.

TBH (Requestor initials)

## 2 SUEZ scope & price

SUEZ's scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding each scope item.

item description	part #	quantity	total price
ZW1000 550ft² modules	3134589	648	\$934,600
extended membrane warranty, section 8		incl.	
membrane module packaging		incl.	
ZeeWeed hardware (incl. spares):			
- #131 EPDM o-ring, permeate spigot	3098956	1,336	
- #227 EPDM o-ring, downcomer	3096943	1,752	
- permeate hitch pin	3099015	438	
- long permeate tee	3099006	438	
- permeate elbow	3099007	219	
- stack isolation valve	3099010	219	
- DOW 111 o-ring lubricant	3089920	10	
in-house support, project management, controls, section 3.1		incl.	
freight, DDP project site, section 4	3095534	incl.	
All figures are in USD. Please make purchase order to ZENON Environmental Corporation.			

invoicing schedule	approximate % of sub-total	invoice value, excluding tax
An invoice will be issued upon acceptance by SUEZ of customer purchase order. Approximate percent calculation based on the total value of the purchase order. Shipment of membranes is contingent on receipt of this initial milestone payment.	30%	280,380
An invoice for the balance of the purchase order will be issued when membrane module shipping documents are supplied to the carrier.	70%	654,220
		<b>\$934,600</b>

### contractual basis for membrane replacement price

With this proposal SUEZ is extending the guaranteed membrane replacement price (GMRP) for the additional modules at the Fargo Water treatment Plant in shared commitment and partnership to Fargo.

The base price of replacement ZW1000 membrane modules for this project is USD\$1,128.75 per module, with State of North Dakota tax of 7.5% applied. The membrane replacement price without tax is USD\$ 1,050.

SUEZ has guaranteed this price for 20 years from the date of substantial completion, subject to adjustment for inflation or a maximum equivalent price per gallon of treatment



The above picture shows a Suez Ultrafiltration (UF) cassette. The most cost effective system design for Suez used their standard cassettes that left 40-percent spare space for UF modules. The Ultrafiltration Membrane Buildout project will fill the 40-percent spare slots with UF modules and help reduce future WTP operations costs.



Image is a Suez Ultrafiltration (UF) module. Due to a vacuum, water flows through about 32,000 individual fibers in the module from outside to inside. This removes particles from the water. The particle removal prepares the water for Reverse Osmosis treatment and achieves EPA regulatory credit for pathogenic microorganism removal.





**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

2

September 30, 2021

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

**Subject:** New Cingular Wireless PCS, LLC Lease Termination Notice – Water Tower #3 (1430 10<sup>th</sup> St. North)

Dear Commissioners:

Water Utility staff is seeking approval to terminate a current lease that allows New Cingular Wireless PCS, LLC (New Cingular) wireless equipment to be attached to Water Tower #3 at 1430 10<sup>th</sup> Street North. The lease language require a one (1) year notice for the lease termination. The attached letters require New Cingular to have all their equipment removed from the site by August 31, 2023. Water Utility staff is following instructions for legal notices defined in the lease agreement language.

The Water Tower #3 at 1430 10<sup>th</sup> Street North will be decommissioned and removed once the new Downtown Water Tower is in service in 2023. Equipment owned by New Cingular at Water Tower #3 both in the air and on the ground will need to be removed ahead of water tower decommissioning. New Cingular is being given almost two (2) years notice instead of the required one (1) year notice for the lease termination to allow for finding a new site.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall  
Water Utility Director

**SUGGESTED MOTION:**

Approve the wireless equipment lease termination with New Cingular Wireless PCS, LLC at Water Tower #3 (1430 10<sup>th</sup> Street North).



**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

September 30, 2021

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
1025 Lenox Park Blvd NE, 3rd Floor  
Atlanta, GA 30319

**Certified Mail**

Re: Termination of Lease Notice  
Fixed Asset #: 10139568  
Cell Site #: MPLSNDU2698, Cell Site Name: NDSU

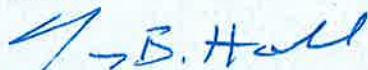
Dear New Cingular Wireless PCS, LLC:

Pursuant to the Water Tower Lease Agreement dated April 1, 2003, by and between the City of Fargo ("Landlord") and WWC Holding Company, Inc. ("Tenant"), Fargo leased to Tenant "exclusive use of space for telecommunications antennas and equipment storage space, and all necessary connecting waveguide and appurtenances, to be mounted on Lessor's water tower (Tower #3) located at 1430 10<sup>th</sup> Street North, ... ." Such Lease was assigned to AT&T Mobility Network Real Estate, and extended in accordance with the terms of the Lease. Fargo intends to discontinue the use of Tower #3 at 1430 10<sup>th</sup> Street North and hereby gives Notice in accordance with paragraph 10 of said Lease of Termination of Lease, effective twelve (12) months after receipt of such notice by Tenant as evidenced by the return receipt. This lease can extend as long as service allows while having all AT&T equipment removed by August 31, 2023, after which Water Tower #3 will be decommissioned and removed.

Tenant shall, in accordance with paragraph 15 of the Lease, remove its personal property and fixtures within a reasonable time. All of Tenant's property must be removed no later than August 31, 2023. This is more than 12 months from the date of this Termination Notice. Failure to remove the equipment shall be deemed a breach of this Lease, causing Fargo to dispose of the equipment without further Notice to Tenant.

Please feel free to contact me if you have any questions or concerns. My email address is: [thall@fargond.gov](mailto:thall@fargond.gov). My office phone number is 701-476-6741.

Regards,



Troy Hall  
Water Utility Director  
City of Fargo, ND

c. New Cingular Wireless PCS, LLC - AT&T Legal Department





**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

[www.FargoND.gov](http://www.FargoND.gov)

September 30, 2021

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
208 S. Akard Street  
Dallas, TX 75202-4206

**Certified Mail**

Re: Termination of Lease Notice  
Fixed Asset #: 10139568  
Cell Site #: MPLSNDU2698, Cell Site Name: NDSU

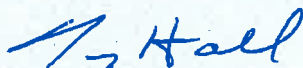
Dear AT&T Legal Department:

Pursuant to the Water Tower Lease Agreement dated April 1, 2003, by and between the City of Fargo ("Landlord") and WWC Holding Company, Inc. ("Tenant"), Fargo leased to Tenant "exclusive use of space for telecommunications antennas and equipment storage space, and all necessary connecting waveguide and appurtenances, to be mounted on Lessor's water tower (Tower #3) located at 1430 10<sup>th</sup> Street North, ... ." Such Lease was assigned to AT&T Mobility Network Real Estate, and extended in accordance with the terms of the Lease. Fargo intends to discontinue the use of Tower #3 at 1430 10<sup>th</sup> Street North and hereby gives Notice in accordance with paragraph 10 of said Lease of Termination of Lease, effective twelve (12) months after receipt of such notice by Tenant as evidenced by the return receipt. This lease can extend as long as service allows while having all AT&T equipment removed by August 31, 2023, after which Water Tower #3 will be decommissioned and removed.

Tenant shall, in accordance with paragraph 15 of the Lease, remove its personal property and fixtures within a reasonable time. All of Tenant's property must be removed no later than August 31, 2023. This is more than 12 months from the date of this Termination Notice. Failure to remove the equipment shall be deemed a breach of this Lease, causing Fargo to dispose of the equipment without further Notice to Tenant.

Please feel free to contact me if you have any questions or concerns. My email address is: [thall@fargond.gov](mailto:thall@fargond.gov). My office phone number is 701-476-6741.

Regards,



Troy Hall  
Water Utility Director  
City of Fargo, ND

c. New Cingular Wireless PCS, LLC - Network Real Estate Administration

29

September 30, 2021

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner  
Permanent Easement (Street and Utility) – Improvement District #UN-20-B1**

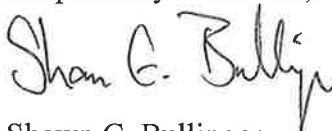
Dear Commissioners:

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 #UN-20-B1. 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 **A & T Land Co LLC** in association with Improvement District #UN-20-B1 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 a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Brenda Derrig  
Nancy J. Morris



**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project UN-20-B1	County Cass	Parcel(s) 64000000572020 & 64000000572010
Landowner A & T Land Co LLC		
Mailing Address 4650 26th Ave S - Suite E 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 \$ 322,300.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	322,300.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	322,300.00

\*Description of Damages to Remainder are as follows:



*Sec/Treas*

Owner Signature

Signature hereby constitutes acceptance of offer as presented above.



Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger

Land Acquisition Specialist, City of Fargo

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

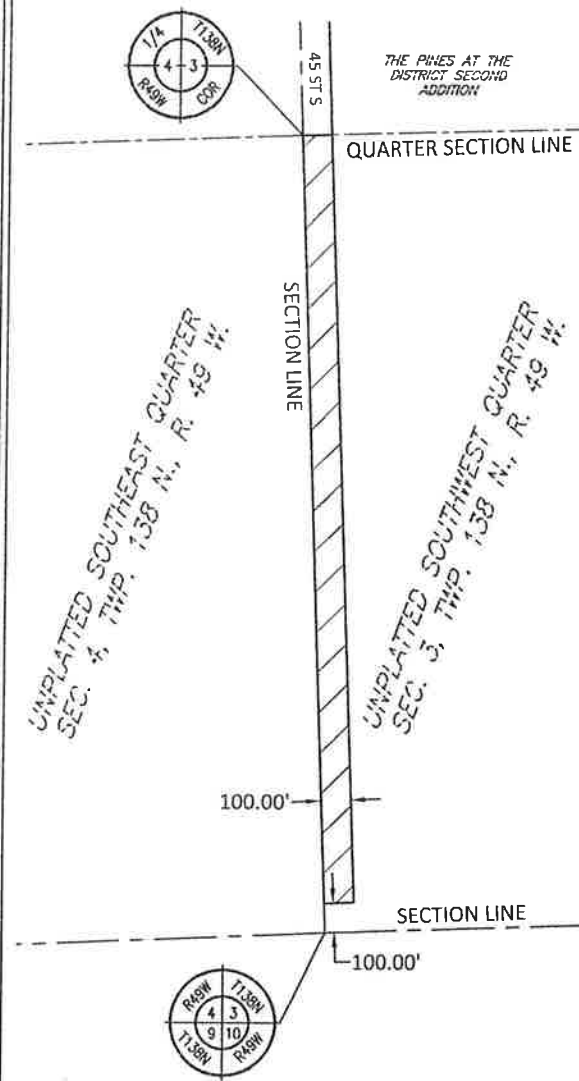
**Timothy J. Mahoney**

MAYOR

SIGNATURE

DATE

# EXHIBIT A



## Description:

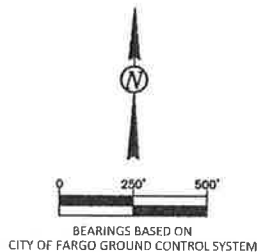
A tract of land in the Southwest Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

The westerly 100.00 feet of said Southwest Quarter,

LESS

The southerly 100.00 feet of said Southwest Quarter,

Said tract contains 259,256 Square Feet, more or less.



## LEGEND

- NEW EASEMENT
- MONUMENT FOUND
- MONUMENT SET
- (R) RECORD DISTANCE/BEARING
- (M) MEASURED DISTANCE/BEARING
- (P) PLAT DISTANCE/BEARING
- EXISTING BOUNDARY



ENGINEERING DEPT.

## STREET AND UTILITY EASEMENT

SOUTHWEST QUARTER, SECTION 3, TWP. 138 N., R. 49 W., FIFTH P.M.,  
CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWV

APPROVED BY: BWV

DATE: JUNE 18, 2020

SHEET 1 OF 1

# EXHIBIT A

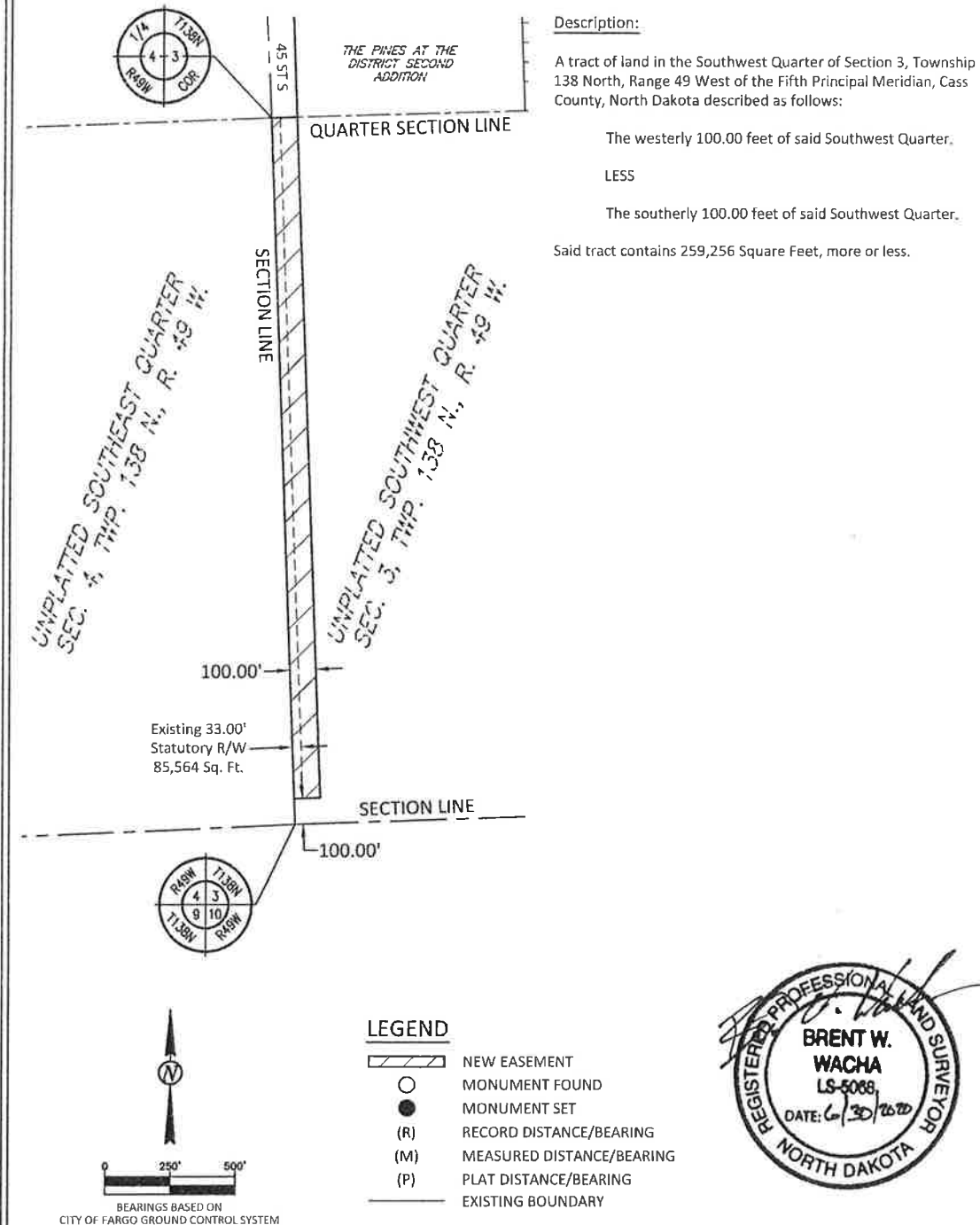


EXHIBIT "A"

Page 1 of 2

Unrecorded portion of  
Sht. 4 of Sect. 104, 3  
Document No. 195, 12/73

Perm. Street & Utility Esmt.  
Area = 263,621 Sq Ft

Sec 4  
T-138-N  
R-49-W

Sec 3  
T-138-N  
R-49-W

Sec 3  
T-138-N  
R-49-W

Rec Sec Cor  
#5 Rebar

Sec 9  
T-138-N  
R-49-W

Sec 10  
T-138-N  
R-49-W

Rec 1/4 Cor  
#5 Rebar w/ Plastic  
Cap LS 27104

Perm St & Util Esmt

Statutory R/W Easement

Statutory R/W Easement

Statutory R/W Easement

Statutory R/W Easement

Statutory R/W Easement

Statutory R/W Easement

Statutory R/W Easement

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Statutory R/W Easement

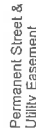
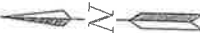
Statutory R/W Easement

Statutory R/W Easement

Statutory R/W Easement

Statutory R/W Easement

Statutory R/W Easement



SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

*Matthew M. Anderson*  
Matthew M. Anderson, North Dakota # LS-27104

Date

64TH AVENUE SOUTH RECONSTRUCTION  
CITY OF FARGO



PERM. ESMT.  
A & T LAND CO LLC  
PART OF SW1/4 SEC. 3  
64-0000-00572-000

# EXHIBIT "A"

Page 2 of 2

Unplatted SW 1/4 3-138-49

## Permanent Street and Utility Easement

A 100-foot wide permanent street and utility easement located in the Southwest Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described as follows:

The South 100 feet is as measured perpendicular to the south line of said Southwest Quarter.

Said easement area is shown as the shaded area on "Exhibit A" and contains 263.621 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Matthew M. Anderson, ND LS-27104, KLJ 3203 32" Avenue South, Suite 201, Fargo, ND 58103.



## SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

*Matthew M. Anderson*  
 Matthew M. Anderson, North Dakota # LS-27104  
 Date 9/21/21

64TH AVENUE SOUTH RECONSTRUCTION  
 CITY OF FARGO



PERM. ESMT.  
 A & T LAND CO LLC  
 PART OF SW 1/4 SEC. 3  
 64-0000-00572-000

MA CO 1445504

scolmidtdaugh

9:06:49 AM

9/17/2021

K:\Projects\City\ND\Fargo\14415104\CAD\80884156\_153\F00\WRF\ \_West\0220R\195\_001\_UnplattedSW\Section3.2.dgn

KLJ 2019

## REPORT OF ACTION

(30)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-20-L1

Type: Change Order #4

Location: 38<sup>th</sup> Street South

Date of Hearing: 9/27/2021

RoutingDate

City Commission

10/4/2021

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #4 in the amount of \$26,721.40, removal of the interim completion date, and an 8-day time extension to the Substantial Completion date.

Change Order #4 is for painting of the concrete box culvert, installation of driveway as requested by the Developer, removal and replacement of curb and gutter, and relocation of 3 street lights. It also includes elimination of the current interim completion date that was created in Change Order #1 to facilitate construction of the proposed Sanford Site and the NDSC Career Academy. The Contractor has maintained access to the NDSCS site without issue or delays and Sanford has chosen to delay their construction until 2022. In addition, it is recommended that 8 calendar days be added to the Substantial Completion date due to the additional work, which would extend the Substantial Completion date from October 1, 2021 to October 9, 2021.

Staff is recommending approval of Change Order #4 in the amount of \$26,721.40, bringing the total contract amount to \$6,552,379.24, removal of the interim completion date, and an 8-day time extension to the Substantial Completion date.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #4 to Dakota Underground, removal of the interim completion date, along with an 8-day time extension to the Substantial Completion date.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #4 in the amount of \$26,721.40, bringing the total contract amount to \$6,552,379.24 to Dakota Underground, removal of the interim completion date, and the 8-day extension to the Substantial Completion date.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes	No
N/A	
N/A	
N/A	

PWPEC ROA  
BN-20-L1 Change Order #4  
9/27/2021 -- Page 2

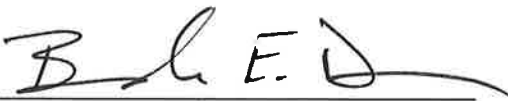
COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
Brenda E. Derrig, P.E.  
City Engineer

## Memorandum

**To:** PWPEC  
**From:** Jason Leonard, Project Engineer  
**Date:** September 23, 2021  
**Re:** Improvement District No. BN-20-L1 – Change Order #4

---

### Background:

Improvement District No. BN-20-L1 is for the new construction of underground utilities, concrete pavement and incidentals on 37<sup>th</sup> Street South, 38<sup>th</sup> Street South and 63<sup>rd</sup> Avenue South.

Dakota Underground is the Prime Contractor for this project.

The concrete box culvert to service the ponds on either side of 38th Street South is planned to be a passage way for kayaks once the Sanford Sports Complex is constructed and operational. It was the intention of the plans and specs to include painting of the interior but was not addressed in the plans. The Contractor agreed to paint the structure at the same cost as the Pedestrian Box Culvert. All costs associated with the pond box painting is \$11,779.60. As plans for the Sanford Sports Complex progress, the Developer requested that the north driveway be installed with the City of Fargo Project. All costs associated with installing the driveway is \$8,415. On the northeast quadrant of the roundabout, the bull nose curb and gutter was installed per plan. Once installed, it was apparent that the placement was not in the correct location and required the removal and replacement of 30 linear feet of curb and gutter. All costs associated with the remove and replace curb and gutter is \$765. The proposed street light locations between 37th Street S and 38th Street S were moved due to storm sewer conflicts. The Contractor was required to relocate 3 street light locations with an associated cost of \$954.

The current interim completion date of September 1, 2021, was created in Change Order #1 to facilitate the construction of the proposed Sanford Site and the NDSCS Career Academy. Currently the Contractor is maintaining access to the NDSCS site without any issues or delays, and Sanford has chosen to delay their construction until 2022. To ensure safety within the construction area, Engineering Staff proposes to eliminate the interim completion and require all work originally required for interim completion to be complete by the new substantial completion date.

In addition, it is recommended that eight (8) additional calendar days should be added to the Substantial Completion date due to the additional work added to the contract as follows: three (3) additional days for the pond box culvert painting, two (2) additional days for installing the driveway, two (2) additional days for the removal and replacement of the curb and gutter, and one (1) additional day for relocating the street light bases.

Extend the Substantial Completion Date from October 1, 2021, to October 9, 2021.

### Recommended Motion:

Approve Change Order #4 in the amount of \$26,721.40 and extend the Substantial Completion Date from October 1, 2021, to October 9, 2021.

JTL/jmg  
Attachments





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

Improvement District No	BN-20-L1	Change Order No	4
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals	For	
Date Entered	9/20/2021	Dakota Underground Co Inc	

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

**EXPLANATION OF CHANGE: Change Order #4**

The concrete box culvert to service the ponds on either side of 38th Street South is planned to be a passage way for kayaks once the Sanford Sports Complex is constructed and operational. It was the intention of the plans and specs to include painting of the interior but was not addressed in the plans. The Contractor agreed to paint the structure at the same cost as the Pedestrian Box Culvert. All Cost associated with the pond box painting is \$11,779.60.

As plans for the Sanford Sports Complex progress, the Developer requested that the north driveway be installed with the City of Fargo Project. All costs associated with installing the driveway is \$841.5. On the northeast quadrant of the roundabout, the bull nose curb and gutter was installed per plan. Once installed it was apparent that the placement was not in the correct location and required the removal and replacement of 30 linear feet of curb and gutter. All cost associated with the remove and replace curb and gutter is \$765.

The proposed street lights locations between 37th Street S and 38th Street S were moved due to storm sewer conflicts. The Contractor was required to relocate 3 street light locations with an associated cost of \$954.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	143	F&I Driveway 7" Thick Reinf Conc	SY	0.00	0.00	0.00	0.00	153.00	85.80	13,127.40
	146	Rem & Repl Curb & Gutter	LF	0.00	0.00	0.00	0.00	30.00	25.50	765.00
								<b>Paving Sub Total (\$)</b>		<b>13,892.40</b>
Storm Sewer	144	Extra - StormSewers	LS	0.00	0.00	0.00	0.00	1.00	11,779.60	11,779.60
								<b>Storm Sewer Sub Total (\$)</b>		<b>11,779.60</b>
Street Lighting	145	Relocate Street Light	EA	0.00	0.00	0.00	0.00	3.00	349.80	1,049.40
								<b>Street Lighting Sub Total (\$)</b>		<b>1,049.40</b>

**Summary**

**Source Of Funding**

Special Assessments

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

26,721.40  
429,780.45  
6,095,877.39  
6,552,379.24



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

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

**CONTRACT TIME**

<b>Current Substantial Completion Date</b> 10/01/2021	<b>Current Final Completion Date</b>	<b>Additional Days Substantial Completion</b> 8.00	<b>Additional Days Final Completion</b> 0.00	<b>New Substantial Completion Date</b> 10/09/2021	<b>New Final Completion Date</b>
--	--------------------------------------	---	---	--	----------------------------------


**Description**

The current interim completion date of September 1, 2021, was created in Change Order #1 to facilitate the construction of the proposed Sanford Site and the NDSCS Career Academy. Currently the Contractor is maintaining access to the NDSCS site without any issues or delays, and Sanford has chosen to delay their construction until 2022. To ensure safety within construction area, Engineering staff proposes to eliminate the interim completion and require all work originally required for interim completion to be complete by the new substantial completion date.

In addition, eight (8) additional calendar days should be added to the Substantial Completion date is recommended due to the additional work added to the contract as follows: three (3) additional days for the pond box culvert painting, two (2) additional days for installing the driveway, two (2) additional days for the removal and replacement of the curb and gutter, and one (1) additional day for relocating the street light bases.

Extend the Substantial Completion Date from October 1, 2021, to October 9, 2021.

**APPROVED**

For Contractor 

Title **Representative**

**APPROVED DATE**

Department Head   
Mayor

9/30/21

Attest

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(31)

Improvement District No. FP-19-A2 Type: Time Extension (CO #1)  
 Location: Southwest Regional Pond Date of Hearing: 9/27/2021

<u>Routing</u>	<u>Date</u>
City Commission	10/4/2021
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension and modifications to Milestone No. 2.

The General Contractor, RJ Zavoral & Sons, Inc., has been delayed on this project due to easement acquisition delays and subcontractor material/supplier delays. It is being requested that the Substantial Completion date be modified from September 15, 2021 to October 1, 2021. Modifications to Milestone No. 2 will move the installation of lift station process piping, miscellaneous metals and the standby generator to March 1, 2022 due to the supplier delays.

Staff is recommending approval of Change Order #1 time extension and modifications to Milestone No. 2 as described above.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 for time extension and Milestone No. 2 modifications.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #1 time extension adjusting the Substantial Completion date to October 1, 2021 and modifications to Milestone No. 2.


PROJECT FINANCING INFORMATION:

Recommended source of funding for project:	Special Assessments	Yes	No
Developer meets City policy for payment of delinquent specials			N/A
Agreement for payment of specials required of developer			N/A
Letter of Credit required (per policy approved 5-28-13)			N/A

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
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 type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Project Manager  
**Date:** September 27, 2021  
**Re:** Improvement District #FP-19-A2 – General Contract Substantial Completion Time Extension and Milestone No. 2 Modification (Change Order #1)

---

### **Background:**

Improvement District No. FP-19-A2 is the General Construction Contract for the Southwest Regional Pond – Phase 1 located south of 52<sup>nd</sup> Avenue South and east of Cass County Drain 27.

The General Contractor (Zavarol & Sons, Inc.) has been delayed on this project due to easement acquisition delays and subcontractor (Northern Plains Contracting) material/supplier delays.

The Substantial Completion date is requested to be modified from September 15, 2021 to October 1, 2021. This extension will allow for the access road to the lift station to be constructed along with topsoiling & seeding along the road. Acquisition of a piece of land owned by Fred Hector prevented the access road from being constructed until after August 23, 2021.

Modifications to Milestone No. 2 will move the installation of lift station process piping, miscellaneous metals and the standby generator to March 1, 2022. Supplier delays have caused these materials to be delayed.

### **Recommended Motion:**

Approve changes to modify the Milestone No. 2 items as described above and the Substantial completion date as shown below:

Original Completion Dates:	Revised This Memo:
Substantial Completion – 9/15/2021	Substantial Completion – 10/1/2021



September 16, 2021

Robert Hasey  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Subject: FP-19-A2 Southwest Regional Pond – Phase 1 – General  
FP-19-A3 Southwest Regional Pond – Phase 1 – Electrical  
Time Extension Recommendation**

Mr. Hasey:

RJ Zavoral & Sons, Inc. is requesting a modification to the contract Substantial Completion date. As this modification will also affect the electrical contract work being completed by Strata Corporation, we have combined these items into one recommendation. These items are discussed in more detail below.

**TIME EXTENSION REQUEST**

As outlined in the attached Request for Time Extension from RJ Zavoral & Sons, Inc. dated August 18, 2021, delays to the project progress due to material delays and acquisition of the Hector land has delayed the completion of the project. They are requesting that the Substantial Completion date for the project be extended to October 8, 2021 due to these delays.

**RECOMMENDATION**

After reviewing the contractors request and discussing the current delivery date of the lift station control panel, generator, process piping, and miscellaneous metals, we are recommending the following revisions to the contract.

**Substantial Completion Date:** In order to account for the delays to the concrete pours and associated site work adjacent to the lift station, we are recommending that the contract Substantial Completion date of September 15, 2021 be extended to October 1, 2021. The lift station control panel is scheduled to be delivered the week of September 13, 2021. This would allow sufficient time for these items to be installed and the associated site work around the lift station to be completed.

**Milestone No. 2 Date:** In order to account for the manufacturing delays of the lift station process piping, miscellaneous metals, and generator, we are recommending that these items be removed from Substantial Completion and placed under Milestone No. 2. At this time, they have not received a definite shipping date from the manufacturer for these items. Moving these items to Milestone No. 2 would allow sufficient time for delivery and installation of these items. The Milestone No. 2 date is currently March 1, 2022.

As stated above, the modification to the Substantial Completion date is being recommended for both the FP-19-A2 (General) and FP-19-A3 (Electrical) contracts.

Robert Hasey  
September 16, 2021  
Page 2



Sincerely,

A handwritten signature in black ink, appearing to read 'Michael P. Love', written over a horizontal line.

Michael P. Love, PE  
Project Manager  
Direct: 701.499.2062  
mlove@houstoneng.com



Wednesday, August 18, 2021

Mike Love, PE  
Houston Engineering, Inc.  
1401 21<sup>st</sup> Ave N  
Fargo, ND 58102

Re: Improvement District No. FP-19-A1: Fargo Southwest Regional Pond – Phase 1

Mike,

RJ Zavoral & Sons, Inc. is requesting an extension of the substantial completion date, as referenced in Addendum No. 4, for the above-referenced project due to the reasons outlined in the following.

On August 5<sup>th</sup>, 2021, RJ Zavoral & Sons was informed that the adjacent Hector-owned land acquisition was not yet finalized. We were directed by Houston Engineering to not pour concrete on this parcel of land until further notice, with the estimation of at least September 1<sup>st</sup>, 2021. Although other sections of the driveway could theoretically be poured prior to this date, it still creates a foreseeable delay in finishing the subsequent construction activities before the original September 15<sup>th</sup> date.

Additionally, the lift station subcontractor, Northern Plains Contracting, has experienced delays of various duration; although all parties were very diligent with submittals at the beginning of this project, local and national supply shortages in material and resources have persisted. Please see the below delays:

- a) **Concrete Delay** – Order was placed for 6-17-21; Received 6-22-21: ADD 4 DAYS
- b) **Wall Ductile Pipe Shortage** – Reformed for different walls sleeves – 7-15-21: ADD 4 DAYS
- c) **Lid Pour Ductile Pipe Shortage** – ADD 2 DAYS

The lid pour is scheduled for Friday, August 20<sup>th</sup>. However, since the structure cannot be entirely backfilled until the lid has reached “75% of the specified 28-day design strength,” several contract items, including but not limited to: aggregate base, concrete driveway, generator pad, topsoil placement, seeding, mulching, landscaping, and fiber optic components, are unable to be performed or installed until proper cure has been achieved. Hence, the delays to Northern Plains Contracting shall be correlated to an extension of the substantial completion date expected of the prime contractor, RJ Zavoral & Sons, as well.

In an attempt to still make the original date, RJ Zavoral & Sons has put forth maximum effort in driving the schedule and mobilized back to site multiple times to complete small portions of work; however, it is evident that factors beyond our control will not allow this goal to be achieved.

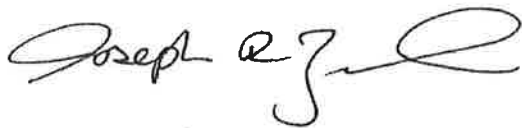
We are requesting an extension of the substantial completion date of this project to Friday, October 8<sup>th</sup>, 2021, with the intent of all topsoil placement and seeding complete no later than October 1<sup>st</sup>, 2021. These dates are barring any further delays in material or supply, and execution of the land acquisition.

Regardless of the aforementioned issues, we also request the fence and gate shall be excluded from the substantial completion work scope and furnished/installed following the pumps. This is advised to mitigate the risk of damage during the installation and wiring of the pumps.

Furthermore, a significant process piping supply issue has become evident. Northern Plains Contracting ordered ductile piping on April 12, 2021, and had a scheduled delivery date for late June. To date, not one piece has been received. The most recent projection is mid-September, but this is no guarantee. Therefore, it is necessary these components also be considered for an exclusion from the substantial completion date.

Please reach out to me with any questions or concerns. We look forward to your response to our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph R Zavoral", with a stylized flourish at the end.

**Joe Zavoral**

RJ Zavoral & Sons - Secretary





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

<b>Improvement District No</b>	FP-19-A2	<b>Change Order No</b>	1
<b>Project Name</b>	Southwest Regional Pond - Phase 1 - General		
<b>Date Entered</b>	9/17/2021	<b>For</b>	R J Zavoral & Sons

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:** Substantial Completion Time Extension and Milestone 2 Modification

Modify Substantial Completion from 9/15/2021 to 10/01/2021. Modify Milestone 2 (March 1, 2022) to include installation of lift station process piping, miscellaneous metals and the standby generator.

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 (\$)
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 1 (\$)</b>										
<b>Previous Change Orders (\$)</b>										
<b>Original Contract Amount (\$)</b>										
<b>Total Contract Amount (\$)</b>										
0.00										
4,365,306.54										
4,365,306.54										

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

**CONTRACT TIME**

<b>Current Substantial Completion Date</b>	09/15/2021	<b>Current Final Completion Date</b>		<b>Additional Days Substantial Completion</b>	16.00	<b>Additional Days Final Completion</b>	0.00	<b>New Substantial Completion Date</b>	10/01/2021	<b>New Final Completion Date</b>	
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**Description**

**APPROVED**

For Contractor

Title

*R J Zavoral*  
Treasurer

**APPROVED DATE**

Department Head

Mayor

*[Signature]*  
9/30/21



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Attest

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(32)

Improvement District No. FP-19-A3 Type: Time Extension (CO #1)  
 Location: Southwest Regional Pond Date of Hearing: 9/27/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/4/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension and modifications to Milestone No. 2.

The Electrical Contractor, Strata Corporation, has been delayed on this project due to material/supplier delays. It is being requested that the Substantial Completion date be modified from September 15, 2021 to October 1, 2021. Modifications to Milestone No. 2 will move the installation of the standby generator to March 1, 2022.

Staff is recommending approval of Change Order #1 time extension and modifications to Milestone No. 2 as described above.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 for time extension and Milestone No. 2 modifications.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #1 time extension adjusting the Substantial Completion date to October 1, 2021 and modifications to Milestone No. 2.

PROJECT FINANCING INFORMATION:

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

COMMITTEE

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

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Project Manager  
**Date:** September 27, 2021  
**Re:** Improvement District #FP-19-A3 – Electrical Contract Substantial Completion Time Extension and Milestone No. 2 Modification (Change Order #1)

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### **Background:**

Improvement District No. FP-19-A3 is the Electrical Construction Contract for the Southwest Regional Pond – Phase 1 located south of 52<sup>nd</sup> Avenue South and east of Cass County Drain 27.

The Electrical Contractor (Strata Corporation) has been delayed on this project due to material/supplier delays.

The Substantial Completion date is requested to be modified from September 15, 2021 to October 1, 2021. This will allow for the control panel to be delivered and installed. At the time of Strata's letter dated 9/14/2021 they were anticipating deliver of the standby generator on 9/15/2021. They have since been notified that the generator will ship at a later date as it was still in the production phase on 9/15/2021.

Modifications to Milestone No. 2 will move the installation of the standby generator to March 1, 2022.

### **Recommended Motion:**

Approve changes to modify the Milestone No. 2 date as described above and the Substantial Completion date as shown below:

Original Completion Dates:	Revised This Memo:
Substantial Completion – 9/15/2021	Substantial Completion – 10/1/2021



September 16, 2021

Robert Hasey  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Subject: FP-19-A2 Southwest Regional Pond – Phase 1 – General  
FP-19-A3 Southwest Regional Pond – Phase 1 – Electrical  
Time Extension Recommendation**

Mr. Hasey:

RJ Zavoral & Sons, Inc. is requesting a modification to the contract Substantial Completion date. As this modification will also affect the electrical contract work being completed by Strata Corporation, we have combined these items into one recommendation. These items are discussed in more detail below.

**TIME EXTENSION REQUEST**

As outlined in the attached Request for Time Extension from RJ Zavoral & Sons, Inc. dated August 18, 2021, delays to the project progress due to material delays and acquisition of the Hector land has delayed the completion of the project. They are requesting that the Substantial Completion date for the project be extended to October 8, 2021 due to these delays.

**RECOMMENDATION**

After reviewing the contractors request and discussing the current delivery date of the lift station control panel, generator, process piping, and miscellaneous metals, we are recommending the following revisions to the contract.

**Substantial Completion Date:** In order to account for the delays to the concrete pours and associated site work adjacent to the lift station, we are recommending that the contract Substantial Completion date of September 15, 2021 be extended to October 1, 2021. The lift station control panel is scheduled to be delivered the week of September 13, 2021. This would allow sufficient time for these items to be installed and the associated site work around the lift station to be completed.

**Milestone No. 2 Date:** In order to account for the manufacturing delays of the lift station process piping, miscellaneous metals, and generator, we are recommending that these items be removed from Substantial Completion and placed under Milestone No. 2. At this time, they have not received a definite shipping date from the manufacturer for these items. Moving these items to Milestone No. 2 would allow sufficient time for delivery and installation of these items. The Milestone No. 2 date is currently March 1, 2022.

As stated above, the modification to the Substantial Completion date is being recommended for both the FP-19-A2 (General) and FP-19-A3 (Electrical) contracts.

Robert Hasey  
September 16, 2021  
Page 2



Sincerely,

A handwritten signature in black ink, appearing to read 'Michael P. Love', written over a horizontal line.

Michael P. Love, PE  
Project Manager  
Direct: 701.499.2062  
mlove@houstoneng.com



Wednesday, August 18, 2021

Mike Love, PE  
Houston Engineering, Inc.  
1401 21<sup>st</sup> Ave N  
Fargo, ND 58102

Re: Improvement District No. FP-19-A1: Fargo Southwest Regional Pond – Phase 1

Mike,

RJ Zavoral & Sons, Inc. is requesting an extension of the substantial completion date, as referenced in Addendum No. 4, for the above-referenced project due to the reasons outlined in the following.

On August 5<sup>th</sup>, 2021, RJ Zavoral & Sons was informed that the adjacent Hector-owned land acquisition was not yet finalized. We were directed by Houston Engineering to not pour concrete on this parcel of land until further notice, with the estimation of at least September 1<sup>st</sup>, 2021. Although other sections of the driveway could theoretically be poured prior to this date, it still creates a foreseeable delay in finishing the subsequent construction activities before the original September 15<sup>th</sup> date.

Additionally, the lift station subcontractor, Northern Plains Contracting, has experienced delays of various duration; although all parties were very diligent with submittals at the beginning of this project, local and national supply shortages in material and resources have persisted. Please see the below delays:

- a) **Concrete Delay** – Order was placed for 6-17-21; Received 6-22-21: ADD 4 DAYS
- b) **Wall Ductile Pipe Shortage** – Reformed for different walls sleeves – 7-15-21: ADD 4 DAYS
- c) **Lid Pour Ductile Pipe Shortage** – ADD 2 DAYS

The lid pour is scheduled for Friday, August 20<sup>th</sup>. However, since the structure cannot be entirely backfilled until the lid has reached “75% of the specified 28-day design strength,” several contract items, including but not limited to: aggregate base, concrete driveway, generator pad, topsoil placement, seeding, mulching, landscaping, and fiber optic components, are unable to be performed or installed until proper cure has been achieved. Hence, the delays to Northern Plains Contracting shall be correlated to an extension of the substantial completion date expected of the prime contractor, RJ Zavoral & Sons, as well.

In an attempt to still make the original date, RJ Zavoral & Sons has put forth maximum effort in driving the schedule and mobilized back to site multiple times to complete small portions of work; however, it is evident that factors beyond our control will not allow this goal to be achieved.

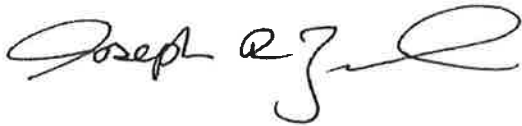
We are requesting an extension of the substantial completion date of this project to Friday, October 8<sup>th</sup>, 2021, with the intent of all topsoil placement and seeding complete no later than October 1<sup>st</sup>, 2021. These dates are barring any further delays in material or supply, and execution of the land acquisition.

Regardless of the aforementioned issues, we also request the fence and gate shall be excluded from the substantial completion work scope and furnished/installed following the pumps. This is advised to mitigate the risk of damage during the installation and wiring of the pumps.

Furthermore, a significant process piping supply issue has become evident. Northern Plains Contracting ordered ductile piping on April 12, 2021, and had a scheduled delivery date for late June. To date, not one piece has been received. The most recent projection is mid-September, but this is no guarantee. Therefore, it is necessary these components also be considered for an exclusion from the substantial completion date.

Please reach out to me with any questions or concerns. We look forward to your response to our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph R. Zavoral", with a stylized flourish at the end.

**Joe Zavoral**

RJ Zavoral & Sons - Secretary





PO Box 13500  
Grand Forks, ND 58208-3500  
701.746.7491

## Request for Time Extension

September 14, 2021

Mike Love  
Houston Engineering, Inc.  
1401 21st Ave N.  
Fargo, ND 58102

RE: Project FP-19-A1 SW Regional Pond Ph.1 - Electrical Installation

Mike,  
Strata Corporation is requesting a time extension for FP-19-A1 SW Regional Pond - Electrical Installation.

Due to the delay in receiving the Control Panel and Back Up Generator Strata Corporation is requesting a substantial completion date of end of day 10/01/2021.

We are told the Back up generator will arrive onsite on Sept 15 if there is any delays in the arrival of this generator it may push the time frame required to connect the generator to the system resulting in the completion date needing to be adjusted.

Meeting the newly requested completion date of 10/01/2021 will be depended on Cass County Electric getting power to the lift station.

Thank You,

Scott Schell  
Project Manager



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

Improvement District No	FP-19-A3	Change Order No	1
Project Name	Southwest Regional Pond - Phase 1 - Electrical		
Date Entered	9/17/2021	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:** Substantial Completion Time Extension and Milestone 2 Modification

Modify Substantial Completion from 9/15/2021 to 10/01/2021. Modify Milestone 2 (March 1, 2022) to include installation of the standby generator.

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 (\$)
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 1 (\$)</b>										
<b>Previous Change Orders (\$)</b>										0.00
<b>Original Contract Amount (\$)</b>										110,190.00
<b>Total Contract Amount (\$)</b>										110,190.00

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/15/2021		16.00	0.00	10/01/2021	

Description

APPROVED

APPROVED DATE

For Contractor

Title

*Ron Miller*  
Electrical Manager

*[Signature]*  
Department Head  
Mayor

9/30/21



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Attest

(33)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-21-C1

Type: Change Order #1

Location: Citywide

Date of Hearing: 9/27/2021

Routing

City Commission

Date

10/4/2021

PWPEC File

X

Project File

Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Change Order #1 in the amount of \$32,253.86 due to added items.

Staff is recommending approval of Change Order #1 in the amount of \$32,253.86, bringing the total contract amount to \$2,151,557.91.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 to Border States Paving in the amount of \$32,253.86.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$32,253.86, bringing the total contract amount to \$2,151,557.91 to Border States Paving.

PROJECT FINANCING INFORMATION:

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

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

Yes No

N/A

N/A

N/A

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:



Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Hoogland, Project Manager  
**Date:** September 20, 2021  
**Re:** Improvement District No. PR-21-C1 – Change Order #1

---

**Background:**

Improvement District No. PR-21-C1 is a project to do a mill & overlay on asphalt streets in five sections of the City.

Border States Paving is the Prime Contractor for this project.

Change Order #1 is for adding the following items to the project.

Section 1 – Replaced storm sewer inlet barrel and pipe at 13<sup>th</sup> Ave N and Elm St N.

Section 2 – Removed and replaced failing asphalt on 2<sup>nd</sup> St N and 3<sup>rd</sup> St N.

Section 4 – Corrected slope on sidewalk along 23<sup>rd</sup> St S. Regraded boulevard, seeded and hydro mulched.

This change order is for \$32,253.86. The original contract amount was \$2,119,304.05. With the change order the new amount is \$2,151,557.91. This project is 50% special assessed and 50% City funds.

**Recommended Motion:**

Approve Change Order #1 in the amount of \$32,253.86, for the additional work as requested by Engineering.

Attachments



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

<b>Improvement District No</b>	PR-21-C1	<b>Change Order No</b>	1
<b>Project Name</b>	Asphalt Mill & Overlay	<b>For</b>	Border States Paving Inc
<b>Date Entered</b>	8/27/2021		

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:** Inlet barrel replacement, extra patching, raise sidewalk

Section 1 Replaced the inlet barrel at the NW corner of 13th ave N and Elm St N

Section 2 Asphalt patching on 2nd and 3rd St N

Section 4 Mud Jack sidewalk to bring it to correct slope.

Section 4 Grade boulevard, seed and hydro mulch. Boulevard and sidewalk had settled over years. Replaced sidewalk.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 1	91	Extra - StormSewers	LS	0.00	0.00	0.00	0.00	1.00	3,503.74	3,503.74
<b>Section 1 Sub Total (\$)</b>									72.00	3,503.74
Section 2	92	Rem & Repl Pavement 8" Thick Asph	SY	0.00	0.00	0.00	0.00	256.46		18,465.12
<b>Section 2 Sub Total (\$)</b>										18,465.12
Section 4	93	Extra - Paving	LS	0.00	0.00	0.00	0.00	1.00	4,950.00	4,950.00
	94	Extra - SiteGrading	LS	0.00	0.00	0.00	0.00	1.00	5,335.00	5,335.00
<b>Section 4 Sub Total (\$)</b>										10,285.00

**Summary**

**Source Of Funding**

Sales Tax Funds - Infrastructure - 420, Special Assessments

**Net Amount Change Order # 1 (\$)**

32,253.86

**Previous Change Orders (\$)**

0.00

**Original Contract Amount (\$)**

2,119,304.05

**Total Contract Amount (\$)**

2,151,557.91

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

**CONTRACT TIME**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/25/2021		0.00	0.00	09/25/2021	

Description

APPROVED

APPROVED DATE

**BORDER STATES PAVING, INC**  
Title

Area Manager

Attest

Department Head

Mayor

*[Signature]* 9/30/21

**MUDPUMPERS  
MUDJACKING**

PO BOX 611 MOORHEAD, MN 56561

218-233-2467

FAX: 218-233-3570

*Going Strong For 3 Generations!***Invoice**

Date	Invoice #
7-14-21	1034

Border States Project

Bill To City of Fargo (Jason)
23rd St + 13th Ave
Fargo, ND

Terms

Description	Amount
Mudjacking to raise sidewalk on 23rd St - {1 block South of 13th Ave S.}	
* To be added to City of Fargo Border States Project	
	<b>Total Due \$4,500</b>

Thank You for your business!

Please make checks payable to Mudpumpers Mudjacking

Mailing Address: PO Box 611 Moorhead, MN 56561

+ 450  
10% Contractor mark up  
\$4950





## State of North Dakota Change Order / Extra Work Formula

Date: 8/26/2021  
 Job Number: PR-21-C1  
 Description: Elm St/13th Ave N  
 Engineer: City of Fargo  
 Owner Rep.

**LABOR**

	Classification	Hours	Hourly Rate	Contractor Fee (15%)	Total
General Labor	1	10	\$ 65.00	\$ 9.75	\$ 747.50
					\$ 747.50

**Equipment**

Make	Size	Description	Utilized Hours	Hourly Rate	Total
Komatsu	138	Backhoe	4.00	\$ 165.00	\$ 660.00
Bobcat	750	Skid	4.00	\$ 130.00	\$ 520.00
Sterling	Tandem	Dump Truck	2.00	\$ 100.00	\$ 200.00
					\$ 1,180.00

**Materials**

Description		Quantity	Cost	OH / Profit (15%)	Total
Sand Collar	EA	1	\$ 91.72	\$ 13.76	\$ 105.48
Grout	CY	4	\$ 129.50	\$ 77.70	\$ 595.70
RCP/PVC Coupling	EA	1	\$ 25.88	\$ 3.88	\$ 29.76
10" PVC	FT	14	\$ 11.68	\$ 24.53	\$ 188.05
27" Round Inlet	EA	1	\$ 294.55	\$ 44.18	\$ 338.73
					\$ 1,257.72

## Notes:

The inlet in the NW corner of Elm St and 13th Ave N was deteriorated and needed to be replaced per the City of Fargo. This took 4 hours to remove and replace on day 1, 1 hour to grout day 2, and 1 hour to backfill day 3 of the extra work.

Total Labor	\$ 747.50
Total Equipment	\$ 1,180.00
Total Materials	\$ 1,257.72

Grand Total \$ 3,185.22

318.52  
 + 10% Contractor markup  
 \$ 3503.74



Contractor #35798 Class A  
 2901 40th Ave N  
 Fargo, ND 58102  
 Office 701-277-7001 Fax 701-297-7748  
 Jon Cell 701-261-7725 jon@prolandscapersnd.com

August 20, 2021

**Proposal From Pro Landscapers:**

**Project Location: Fargo, ND PR-21-C1 Change Order**

**Addendums:**

Bid is tied together, No bond included

Our proposal includes the following:

Item No.	Description	Quantity	Units	Unit Price	Amount
1	Backfill 13' of new sidewalk 2' out to the home	1.0	LS	\$ 4,850.00	\$ 4,850.00
	owners property and the entire blvd				\$ -
	<b>TOTAL</b>				<b>\$ 4,850.00</b>

**Notes:**

Not responsible for liquidated damages due to other trades or unforeseen delays not due to Pro Landscapers

Traffic control by others. Topsoil placement & grading by others, debris & dirt clumps removal by others.

No Warranty on Dormant Seeding

Any questions please call.

$$\begin{array}{r} 4850 \\ \times 10\% \\ \hline 485 \end{array}$$

$$4850 + 485 = \$5335$$

(34)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-21-G1

Type: Change Order #4

Location: CR 81 & 40<sup>th</sup> Ave N

Date of Hearing: 9/27/2021

RoutingDate

City Commission

10/4/2021

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #4 in the amount of \$63,312.50 for an increase in certain bid items due to situational changes.

Staff is recommending approval of Change Order #4 in the amount of \$63,312.50, bringing the total contract amount to \$600,748.71.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #4 to Border States Paving in the amount of \$63,312.50.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #4 in the amount of \$63,312.50, bringing the total contract amount to \$600,748.71 to Border States Paving.

PROJECT FINANCING INFORMATION:

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

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☐☐☐

Steve Dirksen, Fire Chief

☒☒☐

Ryan Erickson

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☐☐☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:



Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC

**From:** Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain

**CC:** Nathan Boerboom, Division Engineer

**Date:** September 17, 2021

**Re:** Improvement District #PR-21-G1 40<sup>th</sup> Avenue North Widening at CR 81  
Change Order #4

---

The project was bid May 12, 2021, the project was awarded to Border States Paving, May 17, 2021 and construction began June 2, 2021.

During construction of the project certain bid items increased due to situational changes.

Bid Item 2 Traffic Control-Type 1: Engineering added another set up for traffic control due to the addition of the south lane widening and the increased truck traffic during striping-\$2,790.00. Bid item 3 Flagging: Engineer requested added weekend watch person due to lane changes and high volume of traffic-\$2,337.50. Bid item 8 and 9 Storm Sewer: Existing pipe was found to be concrete instead of metal thereby increasing the project cost-\$6,610.00. Bid items 16-21 Paving: During construction we elected to remove more pavement that was in bad shape and we elected to go wider than the 5' shown on the plan at the tie in points in order to allow paver lay of the asphalt for a better finished product rather than hand lay. This resulted in increased costs of \$36,440.00 but a better finished product for the heavy truck traffic. Bid Items 26 and 27 Erosion Control: Are based upon actual field measurement of the areas disturbed to complete the project-\$5,180.00. Bid Items 28, 30, 31, 32, & 36 Pavement Marking: These item amounts are based upon actual measurement and we had increased cost due to interim striping with the addition of lane widening on the south-\$9,344.00. Bid item 33 and 34 Signing: This covers the cost to switch out an existing 36" stop sign and replace with a 48" sign requested by the County-\$611.20. Total change order cost is \$63,312.50 and is reasonable based upon use of bid pricing and as-built quantities.

Funding for this project will come from special assessments and sales tax funds. Engineering believes the prices provided are reasonable.

### **Recommended Motion:**

Approve Change Order #4 in the amount of \$63,312.50 to Border States Paving.

Attachment



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

Improvement District No

PR-21-G1

Project Name

Asphalt Paving Rehab/Reconstruction

Date Entered

9/17/2021

Change Order No

4

For

Border States Paving Inc.

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

**EXPLANATION OF CHANGE:** Increase in quantities due to actual field condition measurement increases in bid items due to actual field measurement.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Cur C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	2	Traffic Control - Type 1	LS	1.00	2.00	3.00	1.00	4.00	2,790.00	2,790.00
	3	Flagging	MHR	300.00	0.00	300.00	55.00	355.00	42.50	2,337.50
<b>Miscellaneous Sub Total (\$)</b>										5,127.50
Storm Sewer	8	F&I Pipe w/GB 30" Dia Reinf Conc	LF	62.00	0.00	62.00	25.00	87.00	138.00	3,450.00
	9	F&I Flared End section 30" Dia Reinf Conc	EA	1.00	0.00	1.00	1.00	2.00	3,180.00	3,180.00
<b>Storm Sewer Sub Total (\$)</b>										6,630.00
Paving	16	Remove Pavement 8" Thick All Types	SY	800.00	220.00	1,020.00	500.00	1,520.00	5.50	2,750.00
	17	Subgrade Preparation	SY	1,235.00	700.00	1,935.00	500.00	2,435.00	2.70	1,350.00
	18	F&I Woven Geotextile	SY	1,235.00	700.00	1,935.00	500.00	2,435.00	2.65	1,325.00
	19	F&I Crushed Conc. - 12" Thick	SY	1,235.00	700.00	1,935.00	500.00	2,435.00	12.49	6,200.00
	20	F&I Asphalt Pavement F&A 43 w/ PG58H-24	TON	620.00	258.56	878.56	280.00	1,158.56	80.00	22,400.00
	21	F&I Seal Aggregate B	SY	22,750.00	0.00	22,750.00	2,300.00	25,050.00	1.05	2,445.00
	<b>Paving Sub Total (\$)</b>									36,340.00
Erosion Control	26	Seeding Type A	SY	6,100.00	900.00	7,000.00	7,000.00	14,000.00	0.32	2,240.00
	27	Mulching Type 1 - Hydro	SY	6,100.00	900.00	7,000.00	7,000.00	14,000.00	0.42	2,940.00
<b>Erosion Control Sub Total (\$)</b>										5,180.00
Pavement Marking	28	Paint Epoxy Line 4" Wide	LF	9,630.00	0.00	9,630.00	2,000.00	11,630.00	2.75	5,600.00
	30	Paint Epoxy Message	SF	424.00	0.00	424.00	30.00	454.00	21.00	630.00

Report Generated : 09/17/2021 11:20:33 AM

Page 1 of 2

Improvement District No : PR-21-G1

[illegible]

## Total Contract Amount (\$)

63,312.70  
190,769.88  
345,668.16  
600,748.71

**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
08/31/2021		0.00	0.00	08/31/2021	

**Altref**

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UN-21-A1

Type: Change Order #2

Location: 37 St, 44-46 Ave N & 46 Ave N,  
37 St-DR 10 & Hwy 81, 44-40 Ave N

Date of Hearing: 9/27/2021

RoutingDate

City Commission

10/4/2021

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding Change Order #2 in the amount of \$29,057.50 due to added items.

Staff is recommending approval of Change Order #2 in the amount of \$29,057.50, bringing the total contract amount to \$2,099,955.30.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #2 to Dakota Underground in the amount of \$29,057.50.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #2 in the amount of \$29,057.50, bringing the total contract amount to \$2,099,955.30 to Dakota Underground.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Wastewater Funds & Special Assessments

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

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

☒☒☐

Ryan Erickson

ATTEST:

Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC

**From:** Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain

**CC:** Nathan Boerboom, Division Engineer

**Date:** September 15, 2021

**Re:** Improvement District #UN-21-A1 Water Main Improvements  
Change Order #2

---

The project was bid April 28, 2021, the project was awarded to Dakota Underground and construction began May 10, 2021.

During construction, there were 5 items of added work due to encountered items. Item 1-replace interim driveway for fire access to warehouses off 46<sup>th</sup> Avenue North that was removed for storm sewer installation, \$11,104.20. Item 2-fill future 46<sup>th</sup> Avenue east of 37<sup>th</sup> Street North to 33<sup>rd</sup> Street North right of way to drain to inlets, \$3,852.50. Item 3-re-grade ditch along 37<sup>th</sup> Street North to drain better into new inlets, \$4,300.80. Item 4-adjust existing storm sewer manhole casting to match new asphalt in 33<sup>rd</sup> Street at 46<sup>th</sup> Avenue North, \$800.00. Item 5-standby time, during installation of the storm sewer in 46<sup>th</sup> Avenue North near 33<sup>rd</sup> Street North, Fargo had to shut off the water line feeding the area. We found that there was a bad gate valve in 37<sup>th</sup> Avenue North that resulted in the shutdown of water to the new Amazon facility. In order to allow Amazon to finish testing their fire lines we suspended the work of Dakota Underground one day and negotiated a standby crew cost of \$9,000.00.

The total cost of Change Order #2 is \$29,057.50. Funding for this project will come from Special Assessments. The added items were based upon negotiated amounts that resulted in savings over what was initially requested by the Contractor and Engineering believes the numbers are reasonable.

### **Recommended Motion:**

Approve Change Order #2 in the amount of \$29,057.50 to Dakota Underground.

Attachment





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

<b>Improvement District No</b>	UN-21-A1	<b>Change Order No</b>	2
<b>Project Name</b>	New Utility Construction	<b>For</b>	Dakota Underground Co Inc
<b>Date Entered</b>	9/14/2021		

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:** Shutdown for Amazon, raise manhole, 37th St ditch re-grading, re-grade r-o-w, replace Nelson gravel

Due to watermain valve problems project was shutdown for 1 day to allow Amazon to pressure test fire lines, manhole in 33rd Street needed to be raised to match replacement asphalt, ditch grades in 37th St were adjusted in field to provide better flow, fill was added between 37th and 33rd street to fill out for drainage on 46th ave r-o-w, replace gravel access road off 33rd St and 46th ave for warehouses

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	63	F&I Crushed Conc - 12" Thick	SY	0.00	0.00	0.00	620.00	620.00	17.91	11,104.20
	64	Site Grading	SY	0.00	0.00	0.00	5,750.00	5,750.00	0.67	3,852.50
	65	Excavation	CY	0.00	0.00	0.00	84.00	84.00	51.20	4,300.80
	66	Casting to Grade - no Conc	EA	0.00	0.00	0.00	1.00	1.00	800.00	800.00
	67	Mobilization	LS	0.00	0.00	0.00	1.00	1.00	9,000.00	9,000.00
<b>Miscellaneous Sub Total (\$)</b>										<b>29,057.50</b>

**Summary**

**Source Of Funding**

**Net Amount Change Order # 2 (\$)**

**Previous Change Orders (\$)**

**Original Contract Amount (\$)**

**Total Contract Amount (\$)**

29,057.50  
10,593.20  
2,060,304.60  
2,099,955.30

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**

07/31/2021

**Current Final Completion Date**

0.00

**Additional Days Substantial Completion**

0.00

**Additional Days Final Completion**

07/31/2021

**New Substantial Completion Date**

**New Final Completion Date**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Description

APPROVED

For Contractor *PALCOTE UNDERGROUND CO.*

Title *Project Memo #12*

APPROVED DATE

Department Head *[Signature]* *9/30/21*

Mayor

Attest

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(36)

Improvement District No. BR-22-B1

Type: 2022 CIP Revision

Location: 7 Ave N, 2 St – Elm St,  
Oak St, 8 Ave N –BNSF RR

Date of Hearing: 9/27/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>10/4/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Tom Knakmuhs</u>

The Committee reviewed a communication from Assistant City Engineer, Tom Knakmuhs, regarding a recommendation to add Improvement District BR-22-B1 to the 2022 CIP.

As part of the 2021 CIP report and presentation to Commission on December 14, 2020, the City Commission approved the 2022-2024 Federal Aid, Water Main Replacement and/or Street Reconstruction projects. This project was a part of the 2022 project list that was approved.

Staff is recommending inclusion of BR-22-B1 (estimated cost of \$2,100,000) into the 2022 CIP so that it can be created at City Commission and bid in 2021. Anticipated funding for this project includes Special Assessments, Sales Tax, Water Utility Funds, and Wastewater Utility Funds.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend adding Improvement District BR-22-B1 to the 2022 Capital Improvement Plan.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and add Improvement District BR-22-B1 to the 2022 Capital Improvement Plan.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax, Water Utility, Wastewater Utility & Special Assessments

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

COMMITTEE

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

<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<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"/>	

ATTEST:

  
Brenda E. Derrig, P.E.  
City Engineer

## Memorandum

To: PWPEC  
 From: Tom Knakmuhs, Assistant City Engineer  
 Date: 9/23/2021  
 Re: Addition of BR-22-B1 to the 2022 CIP

As we have discussed previously, the Engineering Department has been working towards improving the process of notifying our residents of upcoming projects. Part of this improved process includes an earlier timeline for plan development and project bidding. On August 30, 2021, PWPEC approved the addition of two projects (BR-22-C1 and BR-22-F1) to the 2022 CIP. The bid opening for these two projects is scheduled for November 10, 2021.

The design for project BR-22-B1 is nearly complete and we would also like to bid this project in 2021. The bid opening for this project is planned for December 8, 2021.

As part of the 2021 CIP report and presentation to Commission on December 14, 2020, the City Commission approved the 2022-2024 Federal Aid, Water Main Replacement and/or Street Reconstruction projects. All three of these projects were part of the 2022 project list that was approved.

2022	<b>Federal Aid Projects</b>
	32 Ave S from 32 St S to 22 St S
	<b>Water Main Replacement and/or Street Reconstruction Projects</b>
	(BR-22-F1) - 21 St S from 13 Ave S to 9 Ave S
	(BR-22-B1) - 7 Ave N from 2 St N to Elm St; Oak St from 7 Ave to BNSF RR
	(BR-22-C1) - 3 Ave N from 10 St N to 7 St N; 7 St N from 2 Ave N to 4 Ave N
	4 St N from Main Ave to 1 Ave N

Below is a summary of this project:

### **BR-22-B1:**

#### Location:

On 7<sup>th</sup> Ave N from 2<sup>nd</sup> St N to Elm St; Oak St from 8<sup>th</sup> Ave N, south to BNSF RR

Nature & Scope:

This project is for water main and service replacement, sanitary sewer main rehabilitation, sanitary sewer service replacement, storm sewer rehabilitation, and roadway and sidewalk replacement.

Estimated Project Cost:

\$2,100,000

Anticipated Funding Sources:

Special Assessments, Sales Tax, Water Utility Funds, and Wastewater Utility Funds

**Recommended Motion:**

Approve the inclusion of BR-22-B1 into the 2022 CIP so that they can be created at City Commission and bid in 2021.

TAK/jmg

COVER SHEET  
CITY OF FARGO PROJECTS

(37-1)

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

Exact, full name of Improvement District as it will appear in the Contract:

## PAVING AND UTILITY REHAB/RECONSTRUCTION

Improvement District No. BR-22-C

Call For Bids October 4, 2021

Advertise Dates October 13 & 20, 2021

Bid Opening Date November 10, 2021

Substantial Completion Date September 30, 2022

Final Completion Date October 28, 2022

N/A PWPEC Report (**Part of 2022 CIP**)(Added at the 9/20/21 Commission Meeting)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Aaron Edgar

Phone No. (701) 476-4108

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

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

ENGINEER'S REPORT  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-22-C

**Nature & Scope**

This project is for the replacement of the water main and services, sanitary main and sewer services, storm sewer, street reconstruction, sidewalks, and incidentals.

The project will be on 3<sup>rd</sup> Avenue North from 10<sup>th</sup> Street to 7<sup>th</sup> Street, on 7<sup>th</sup> Street North from 2<sup>nd</sup> Avenue to 4<sup>th</sup> Avenue, and on 8<sup>th</sup> Street North from 3<sup>rd</sup> Avenue to 4<sup>th</sup> Avenue. Work on 8<sup>th</sup> Street North will only include replacement of the water main and services.

**Purpose**

The existing water mains on 7<sup>th</sup> Street and 8<sup>th</sup> Street are CIP, which were installed over 80 years ago and are being replaced to minimize impacts and costs associated with breaks.

There is no water main on 3<sup>rd</sup> Avenue between 10<sup>th</sup> Street and 7<sup>th</sup> Street. We are installing new water main on 3<sup>rd</sup> Avenue, to improve service and network resiliency.

The existing sanitary sewer mains are VCP, which were installed over 60 years ago and are showing signs of deterioration. As part of this project, we will replace the sanitary sewer pipe that is showing signs of deterioration.

The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include concrete street paving, gravel base, curb and gutter, storm sewer inlets and leads, driveway approaches, and sidewalk.

The project will be funded by a combination of City Funds (Wastewater Utility funds and Water Utility Funds) and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

**Feasibility**

The estimated cost of construction is \$1,741,000. The cost breakdown is as follows:

Sanitary Sewer Costs	\$	202,500
Plus 10% Engineering Fee:	\$	20,250
Plus 4% Administration Fee:	\$	8,100
Plus 3% Legal Fee:	\$	6,075
Plus 4% Interest Fee:	\$	8,100
Plus 5% Contingency:	\$	10,125
<b>Total Estimated Sanitary Sewer Cost:</b>	<b>\$</b>	<b>255,150</b>
Sanitary Sewer Amount Special Assessed:	\$	77,944
Sanitary Sewer Amount City Funded:	\$	177,206

Water Main Costs	\$	389,500
Plus 10% Engineering Fee:	\$	38,950
Plus 4% Administration Fee:	\$	15,580
Plus 3% Legal Fee:	\$	11,685
Plus 4% Interest Fee:	\$	15,580
Plus 5% Contingency:	\$	19,475
<b>Total Estimated Water Main Cost:</b>	<b>\$</b>	<b>490,770</b>
Water Main Amount Special Assessed:	\$	201,477
Water Main Amount City Funded:	\$	289,293


Paving Costs	\$	1,149,000
Plus 10% Engineering Fee:	\$	114,900
Plus 4% Administration Fee:	\$	45,960
Plus 3% Legal Fee:	\$	34,470
Plus 4% Interest Fee:	\$	45,960
Plus 5% Contingency:	\$	57,450
<b>Total Estimated Paving Cost:</b>	<b>\$</b>	<b>1,447,740</b>
Paving Amount Special Assessed:	\$	896,462
Paving Amount City funded:	\$	551,278

<b>Project Funding Summary</b>			
Wastewater Utility Funds	18.13%	\$	397,716.56
Water Utility Funds	28.27%	\$	620,059.17
Special Assessments	53.60%	\$	1,175,884.27
<b>Total Estimated Project Cost</b>		<b>\$</b>	<b>2,193,660.00</b>

The cost to property owners will be per City policy.

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer



CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-22-C

LOCATION:

On 3<sup>rd</sup> Avenue North from 10<sup>th</sup> Street to 7<sup>th</sup> Street, on 7<sup>th</sup> Street North from 2<sup>nd</sup> Avenue to 4<sup>th</sup> Avenue, and on 8<sup>th</sup> Street North from 3<sup>rd</sup> Avenue to 4<sup>th</sup> Avenue.

COMPRISING:

Lots 1,2,11, and 12, Block 20.  
All in Roberts 2<sup>nd</sup> Addition.

Block A.  
All in Roberts 2<sup>nd</sup> Addition.

Lots A, B, C, D, E, & F of Auditor's Sub. of Lots 10, 11, & 12, Block 10.  
All in Roberts 2<sup>nd</sup> Addition.

Lots 1 through 5 and 7 through 9, Block 10.  
All in Roberts 2<sup>nd</sup> Addition.

Lot A, Block A.  
All in Chapin, Johnson, Barretts Addition.

Lot B & C & N ½ of vac 3 Ave N abutting S LN of B & C, Block A.  
All in Chapin, Johnson, Barretts Addition.

Lot 6, Block A of Sheehan's Sub.  
All in Chapin, Johnson, Barretts Addition.

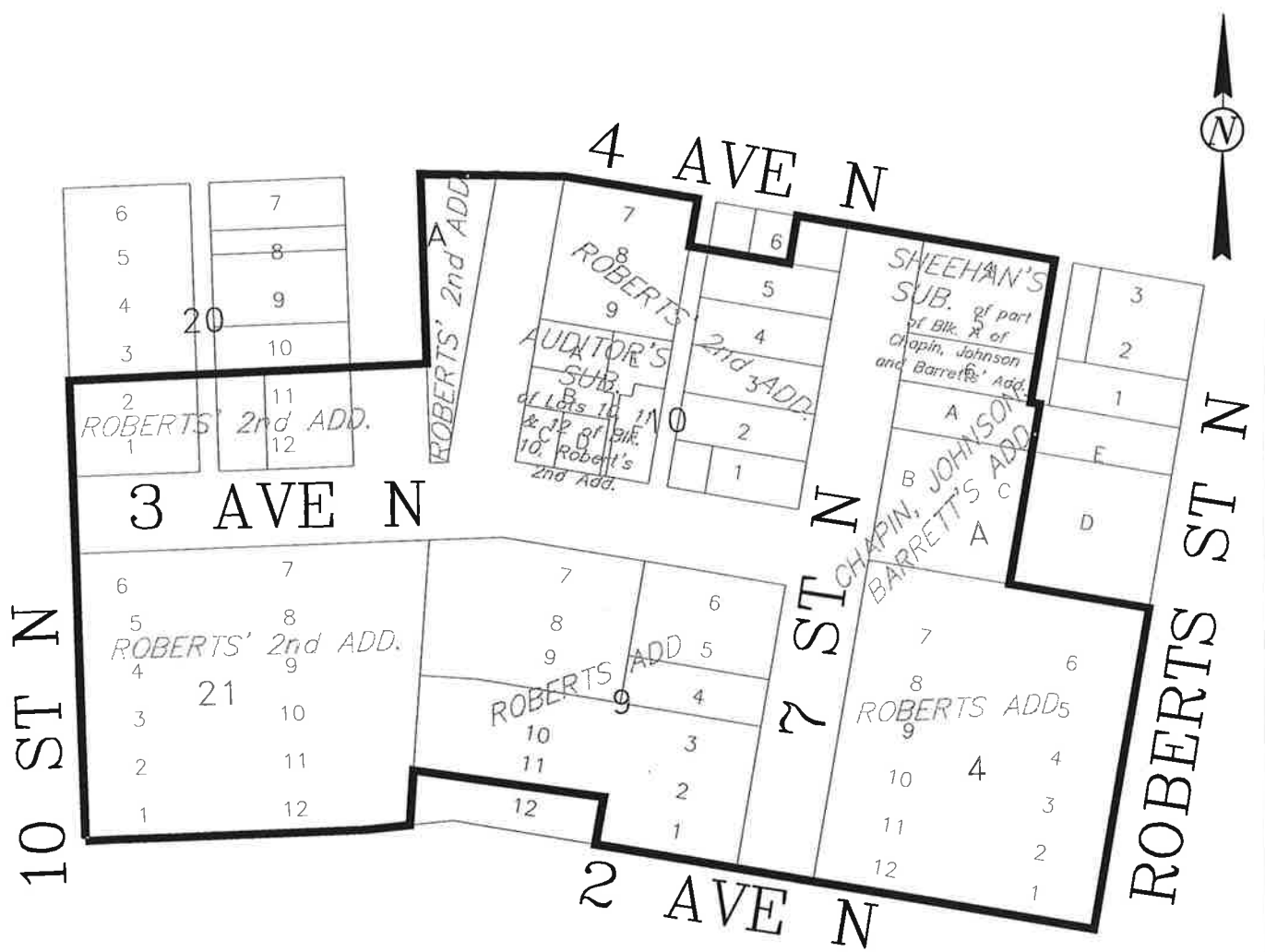
Lots 4 & 5, Block A of Sheehan's Sub.  
All in Chapin, Johnson, Barretts Addition.

Lots 1 through 12, Block 21.  
All in Roberts 2<sup>nd</sup> Addition.

Lots 1 through 11, Block 9.  
All in Roberts Addition.

Lots 1 through 12, Block 4.  
All in Roberts Addition.

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



CITY OF FARGO  
ENGINEERING DEPARTMENT  
LOCATION & ASSESSMENT AREA  
PAVING AND UTILITY  
REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-22-C

COVER SHEET  
CITY OF FARGO PROJECTS

37-2

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

Exact, full name of Improvement District as it will appear in the Contract:

PAVING AND UTILITY REHAB/RECONSTRUCTION

Improvement District No. BR-22-F

Call For Bids October 4, 2021

Advertise Dates October 13 & 20, 2021

Bid Opening Date November 10, 2021

Substantial Completion Date September 17, 2022

Final Completion Date October 15, 2022

N/A PWPEC Report (**Part of 2022 CIP**)(Added at the 9/20/21 Commission Meeting)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Aaron Edgar

Phone No. (701) 476-4108

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

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

ENGINEER'S REPORT  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-22-F

**Nature & Scope**

This project is for the replacement of the water main, sanitary sewer, storm sewer, street reconstruction, sidewalk replacement, and street lighting.

The project will be on 21<sup>st</sup> Street South from 13<sup>th</sup> Avenue to 9<sup>th</sup> Avenue.

**Purpose**

The existing water mains are CIP, which were installed over 60 years ago and are being replaced to minimize impacts and costs associated with breaks.

The existing sanitary sewer mains are VCP, which were installed over 60 years ago and are showing signs of deterioration. As part of this project, we will replace the sanitary sewer pipe.

The street reconstruction is necessary because the existing concrete street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt street paving, gravel base, curb and gutter, storm sewer inlets and leads, driveway approaches, and sidewalk replacement.

The project will be funded by a combination of City Funds (Wastewater Utility funds, Water Utility Funds), and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

**Feasibility**

The estimated cost of construction is \$1,582,175. The cost breakdown is as follows:

Sanitary Sewer Costs	\$	350,000
Plus 10% Engineering Fee:	\$	35,000
Plus 4% Administration Fee:	\$	14,000
Plus 3% Legal Fee:	\$	10,500
Plus 4% Interest Fee:	\$	14,000
Plus 5% Contingency:	\$	17,500
<b>Total Estimated Sanitary Sewer Cost:</b>	<b>\$</b>	<b>441,000</b>
Sanitary Sewer Amount Special Assessed:	\$	98,419
Sanitary Sewer Amount City Funded:	\$	342,581

Water Main Costs	\$	353,000
Plus 10% Engineering Fee:	\$	35,300
Plus 4% Administration Fee:	\$	14,120
Plus 3% Legal Fee:	\$	10,590
Plus 4% Interest Fee:	\$	14,120
Plus 5% Contingency:	\$	17,650
<b>Total Estimated Water Main Cost:</b>	<b>\$</b>	<b>444,780</b>
Water Main Amount Special Assessed:	\$	98,419
Water Main Amount City Funded:	\$	346,361


Paving Costs	\$	879,175
Plus 10% Engineering Fee:	\$	87,918
Plus 4% Administration Fee:	\$	35,167
Plus 3% Legal Fee:	\$	26,375
Plus 4% Interest Fee:	\$	35,167
Plus 5% Contingency:	\$	43,959
<b>Total Estimated Paving Cost:</b>	<b>\$</b>	<b>1,107,761</b>
Paving Amount Special Assessed:	\$	200,114
Paving Amount City funded:	\$	907,647

<b>Project Funding Summary</b>			
Wastewater Utility Funds	39.95%	\$	796,403.89
Water Utility Funds	40.14%	\$	800,183.89
Special Assessments	19.91%	\$	396,952.72
<b>Total Estimated Project Cost</b>		<b>\$</b>	<b>1,993,540.50</b>

The cost to property owners will be per City policy.

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT  
LOCATION AND COMPRISING  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-22-F

**LOCATION:**

On 21<sup>st</sup> Street South from 13<sup>th</sup> Avenue to 9<sup>th</sup> Avenue.

**COMPRISING:**

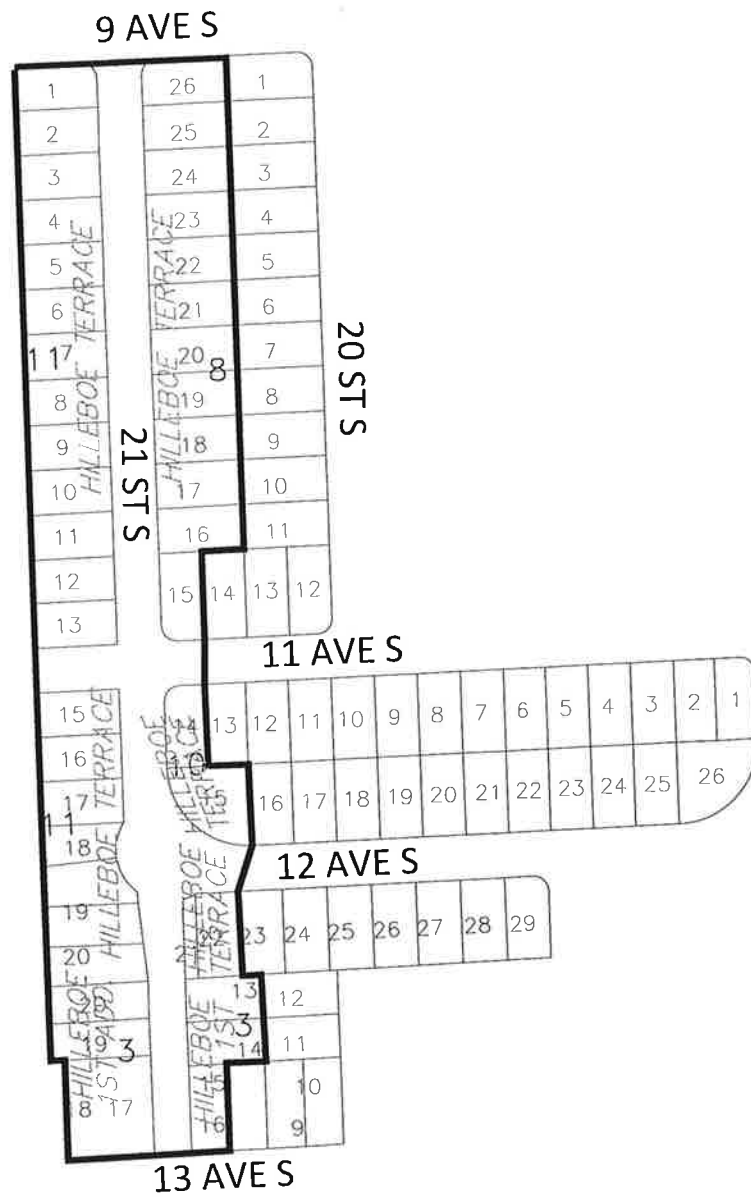
Lots 1 through 22, Block 11.  
All platted in Hilleboe Terrace Addition.

Lots 15 through 26, Block 8.  
All platted in Hilleboe Terrace Addition.

Lots 14 and 15, Block 10.  
All platted in Hilleboe Terrace Addition.

Lots 13 through 20, Block 3.  
All platted in Hilleboe 1<sup>st</sup> Addition.

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



CITY OF FARGO  
 ENGINEERING DEPARTMENT  
 LOCATION & ASSESSMENT AREA  
 PAVING AND UTILITY  
 REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-22-F