FARGO CITY COMMISSION AGENDA Monday, October 28, 2024 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. on Monday, October 28, 2024 and retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding the pending litigation titled Liquid Hospitality, LLC d/b/a Windbreak Saloon vs. Board of City Commissioners of the City of Fargo, File No: 09-2024-CV-01023. Discussing these matters in an open meeting will have a negative fiscal effect on the bargaining and or litigation position of the City of Fargo. An Executive Session for this legal matter is authorized pursuant to North Dakota Century Code §44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, October 14, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Amending Article 11-09, of Chapter 11, of the Fargo Municipal Code, Relating to Littering of Public Places by Contractors.
- 2. Site Authorizations for Games of Chance:
 - a. Homeward Animal Shelter, Inc. at Speck's Bar.
 - b. North Dakota Horse Park Foundation at Dogleg North.
- 3. Applications for Games of Chance:
 - a. Shiloh Masonic Lodge #1 for a raffle on 4/26/25.
 - Sts. Anne and Joachim Catholic Church for bingo and a raffle on 11/10/24.
 - c. The Village Family Service Center for a raffle board on 11/8/24.
- Agreement Regarding Deferral of Special Assessments with Sanford North.
- 5. Reimbursement to Property Owner at 149 South Woodcrest Drive North in the amount of \$8,160.00 for irrigation repairs due to Project No. FM-19-C1.
- Modifications to the Sanitary Sewer Service Participation Policy.

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- 7. Maintenance Certification for Urban Federal Aid Projects for NDDOT.
- 8. Negative Final Balancing Change Order No. 2 in the amount of -\$26,927.00 for Project No. SL-22-A1.
- 9. Change Order No. 1 in the amount of \$0.00 for Project No. FM-24-A1.
- 10. Declare protest insufficient for Improvement District No. FP-19-A4.
- 11. Amendment No. 3 with Houston Engineering in the amount of \$501,000.00 for Improvement District No. FP-19-A0.
- 12. Access Easement (Storm Sewer, Sanitary Sewer and Water Main) and Access Easement (Storm Sewer Easement) with Southeast Cass Water Resource District for Improvement District No. BN-24-B1.
- 13. Change Order No. 2 in the amount of \$118,363.00 for Improvement District No. BN-23-F1.
- 14. Change Order No. 1 in the amount of \$27,267.50 and associated time extension for Improvement District No. BN-24-A1.
- 15. Change Order No. 3 in the amount of \$11,945.13 for Improvement District No. BR-24-F1.
- 16. Negative Final Balancing Change Order No. 2 in the amount of -\$51,131.52 for Improvement District No. PR-24-E1.
- 17. Negative Final Balancing Change Order No. 2 in the amount of -\$6,170.00 for Improvement District No. TN-23-A2.
- 18. Bid award to Municipal Pipe Tool Company in the amount of \$1,819,337.31 for Improvement District No. UR-24-F1.
- 19. Contract and bond for Improvement District No. BN-24-B1.
- 20. Contracts with Valley Green and All Terrain for snow and ice removal services (RFP24314).
- 21. Bid award to Gast Construction in the amount of \$62,150.00 for the North Parking Deck Repairs Assessment (RFQ24351).
- 22. Items from the FAHR Meeting:
 - a. Receive and file General Fund Budget to Actual through 9/30/24.
 - b. Receive and file General Fund -2024 Year End Projections as of September 2024.
 - c. Amendment No. 3 to Agreement between City of Fargo and First Transit.
 - d. Purchasing One Card Master Contract with JPMorgan Chase Bank, N.A. for PCard services.
- 23. Change Order No. 21 in the amount of \$2,011.00 for Fire Station No. 8 (general construction contract).
- 24. Change Order No. 22 in the amount of \$1,124.00 for Fire Station No. 8 (general construction contract).
- 25. Change Order No. 23 in the amount of \$1,890.00 for Fire Station No. 8 (general construction contract).

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- 26. Contract Agreement for Services with Southeast Human Service Center.
- 27. Contract Agreement for Services with Liz Hannig.
- 28. Contract Agreement for Services with Center Point Tactical, LLC.
- 29. Amendment to Agreement with Tyler Technologies, Inc. (EX25013).
- 30. Resolution approving Plat of Timber Parkway Eleventh Addition.
- 31. Direct the City Attorney's Office to draft revisions to Fargo Municipal Code Section 8-0305.
- 32. Resolution Authorizing the Issuance and Sale of \$15,000,000 City of Fargo Sales Tax and Water Revenue Bond and ND State Revolving Fund Program Loan Agreement with the ND Public Finance Authority for the Advanced Metering Infrastructure (AMI) Project (Project No. WA2402).
- 33. Bills.

REGULAR AGENDA:

34. Recommendation to direct staff to prepare a winter warming plan.

PUBLIC HEARINGS - 5:15 pm:

- 35. **PUBLIC HEARING** Annexation of 243.16 acres, more or less as part of the West Half of Section 4, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota.
 - a. 1st reading of annexation Ordinance.
- 36. **PUBLIC HEARING** Southwest Fargo Mission Second Addition (4475 40th Avenue South); approval recommended by the Planning Commission on 10/1/24:
 - a. Zoning Change from GC, General Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay.
 - b. 1st reading of rezoning Ordinance.
- 37. **PUBLIC HEARING** Application for an ownership change for a Class "Z" Alcoholic Beverage License for Vault Partners LLP d/b/a Fort Noks located at 52 Broadway North.
- 38. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Barret and Jennifer Wood, 2308 34 1/2 Avenue South (5 years).
 - b. Katie Youngbauer and Kevin Roach, 1726 Whitestone Circle South (5 years).
 - c. Eloise Haaland Life Estate, 733 Oak Street North (5 years).
 - d. Drummond Family Revocable Living Trust ET AL, 1210 Elm Street North (5 years).
 - e. Drummond Family Revocable Living Trust ET AL, 1210 Elm Street North (5 years).
 - f. Derek and Lisa Johnson, 1326 4th Street North (5 years).
 - g. Derek and Lisa Johnson, 1326 4th Street North (5 years).
 - h. Derek and Lisa Johnson, 1326 4th Street North (5 years).
 - i. Karen E. Balsbaugh Living Trust, 3208 Elm Street North (5 years).
 - j. Karen E. Balsbaugh Living Trust, 3208 Elm Street North (5 years).
 - k. Isaiah and Jennifer Bodensteiner, 3010 7th Street North (5 years).
 - I. Jason Schenheit and Elspeth Helblad, 1114 8th Street North (5 years).
 - m. Kari Bollingberg, 1246 3rd Street North (5 years).

- 39. Liaison Commissioner Assignment Updates.
- 40. RESIDENT COMMENTS (<u>Fargo</u> residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at <u>FargoND.gov/VirtualCommission</u>).

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.



Nancy J. Morris

OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM

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

Phone: 701.232.8957 | Fax: 701.237.4049

(1)

ASSISTANT CITY ATTORNEYS
lan R. McLean • Alissa R. Farol • William B. Wischer

October 16, 2024

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

RE: Ordinance Amendment – Article 11-09 – Littering by Contractors

Dear Mayor Mahoney and Commissioners.

At the request of the Fargo Police Department and as directed by the City Commission in the June 24, 2024 meeting, I am enclosing for your consideration an amendment to the Fargo Municipal Code, Article 11-09 — Littering by Contractors.

Article 11-09 was enacted in 1962 and has not been updated since. Some of the article is outdated and not consistent with current law. For example, the City does not refer to anyone as a "Commissioner of the Streets." More important, the penalty section states violations of Article 11-09 may be punishable by up to a \$100 fine and 90 days in jail. A jail sentence of 90 days exceeds the legal maximum for City offenses. An infraction-level designation is consistent with similar offenses. Other clerical improvements have been made as well.

I have worked with Officer Marvig (Fargo Officer - Trucking Regulations) and solicited feedback from the Engineering department to improve this Article.

Suggested Motion: I move to receive and file the following ordinance amending Fargo Municipal Code Article 11-09, of Chapter 11, relating to Littering by Contractors, and to place the ordinance on for first reading at the next regularly-scheduled meeting of the Board of City Commissioners.

Sincerely,

William B. Wischer

OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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AN ORDINANCE AMENDING ARTICLE 11-09, OF CHAPTER 11, OF THE FARGO MUNICIPAL CODE, RELATING TO LITTERING OF PUBLIC PLACES BY CONTRACTORS

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

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

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

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

NOW, THEREFORE,

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

Section 1. amendment.

Article 11-09, of Chapter 11, of the Fargo Municipal Code, is amended as follows:

ARTICLE 11-09 - LITTERING OF PUBLIC PLACES BY CONTRACTORS, PROJECT MANAGERS, OR OTHER PERSONS

11-0901 - Unlawful dumping and littering by contractors, <u>project managers</u>, or other persons.

No contractor, project manager, or other person shall allow any vehicle to operate out of any construction site, regardless of whether the same shall be operated by the contractor,

OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

project manager, other persons, his or their agents, employees, or subcontractors, in such a manner as to dump, scatter, or deposit any rubbish, stones, wire, earth, ashes, cinders, sawdust, hay, glass, manure, filth, paper, snow, ice, dirt, grass, leaves, twigs, shrubs, construction waste, garbage, hazardous or dangerous liquids, or other offensive or nauseous material on any street, alley, or public place.

11-0902. - Vehicles to be clean before entering public street.

No contractor, project manager, or other person shall <u>drive or</u> permit a vehicle to enter upon a public street, alley, sidewalk, or other public place without first (a) having its tires and wheels cleaned so as not to litter or soil any street, alley, sidewalk, or other public place, and (b) having any material removed from the interior or exterior of vehicle body which might fall or be deposited upon any street, alley, sidewalk, or public place by normal movement of vehicle in traveling over such places.

11-0903. - Streets to be maintained in a litter-free condition.

All streets, alleys, sidewalks, or <u>and</u> public places adjacent to any building or construction site shall be maintained in a litter-free condition at all times. This shall include such soiling or littering caused by erosion, landslides, or general construction activities at any such site.

11-0904. - Liability of contractor, project manager, or other person.

Whenever a contractor, <u>project manager</u>, or other <u>person</u> is engaged in any construction or maintenance activity, it shall be his responsibility to see that none of the provisions of this article are violated by <u>the contractor</u>, <u>project manager</u>, <u>other person</u>, <u>himself</u>, <u>his or their</u> agents, employees, subcontractors, or haulers of materials and supplies. If more than one contractor, <u>project manager</u>, <u>or other person</u>, or any governmental unit is involved in work which contributes to the littering of streets, alleys, sidewalks, or other public places in the same site or area, they shall be separately and jointly responsible for compliance with the provisions of this article.

11-0905. - Cleaning up littered streets.

If a street, alley, sidewalk, or public place should become soiled or littered through any of the means outlined in §§ 11-0901 and 11-0903, the person or persons responsible shall cause such soiling or littering to be cleaned up forthwith. If and when the person or persons responsible fail to comply with any order from the City of Fargo or designee of the chief of police or commissioner of streets to clean up or take such precautions as the City of

1 2 3

OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.	

<u>Fargo or designee</u> ehief of police or commissioner deems necessary to prevent foreign materials from being deposited on any street, alley, or public place, then the <u>City of Fargo or designee</u> chief of police or commissioner may order (in writing) all ingress and egress to the site or area involved stopped until compliance with the order is effected.

11-0906. - Exceptions.

The provisions of this article shall not apply to construction work within the barricaded area of work being done in the street right-of-way, pursuant to a city excavation permit authorizing the same or to certain emergency or other work being performed within a barricaded area pursuant to a city contract or by certain emergency forces, provided that excavated material stored temporarily within the barricaded area shall not be scattered or carried or allowed to accumulate outside of such area.

11-0907. - Penalty for violation of article.

Every person, firm, association, or corporation convicted of a violation of any of the provisions of this article or of any failure to comply with any order of the chief of police or commissioner of streets, shall upon conviction, be punished by a fine of not to exceed \$100 or by imprisonment not to exceed 90 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. Each day any person, firm, association, or corporation shall violate any of the provisions of this article shall constitute a separate offense.

Violation of any provision of this Article is an infraction. Any person, firm, association, partnership, or corporation who violates any of the provisions of this article shall have 24 hours from the time of the notice or citation to remedy said violation before it is considered a separate offense. Every separate violation shall require a separate charging document. The City may seek restitution for the expense of abating any unlawful conduct.

Section 2. Penalty.

A person who violates any section of Fargo Municipal Code Article 11-09 shall be deemed to have committed an infraction and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

Section 3. Effective Date.

OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO. _____

41.4		
1	This ordinance shall be in full force ar publication.	nd effect from and after its passage, approval and
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7		Dr. Timothy J. Mahoney, Mayor
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9	Attest:	
10		First Reading:
11	Steven Sprague, City Auditor	Second Reading and Final Passage: Publication:
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	Site Llo	ense Number		
	(Attorney G	Seneral Use C	nlv)	

Homeward Animal Shelter, Inc.					
This organization is authorized to conduct o	games of chance under the l	icense granted by the Nor	rth Dakota Attorney General at the t	ollowing location	
Name of Location					
Speck's Bar					
Street	City	ZIP Code	County		
2611 Main Ave.	Fargo	58103	Cass		
Beginning Date(s) Authorized Ending Date(s) Authorized Number of Tw				0	
10/29/2024	6/30/2025		tables, if zero, enter "0"		
Specific location where games of chance will be Games conducted and played in NE		sile (required)			
conducting Raffle or Poker activity provide da	te(s) or month(s) of the event((s) if known			
	RESTRICTIONS FOR	CITY/COUNTY USE	ONLY		
The organization must provide the City/	County a list of game types	included in their Interna	Control Manual and have the ma	anual available	
upon request. The manual must throughly			County can only approve these g	ames at the site	
ACTIVITY TO BE CONDUCTED Please check	r	nauctea at site (requirea)			
Bingo	Club Special		Sports Pools		
ELECTRONIC Quick Shot Bingo	Tip Board		Twenty-One		
Raffles	Seal Board		Poker		
ELECTRONIC 50/50 Raffle	Punchboard		Calcuttas		
Pull Tab Jar	Prize Board		Paddlewheel with Tickets		
Pull Tab Dispensing Device	Prize Board Disp	ensing Device	Paddlewheel Table	eel Table	
ELECTRONIC Pull Tab Device		v			
Days of week of gaming operations (if restricted		·	Hours of gaming (if restricted)		
pays of week of garming operations (if restricted)		Hours of garding (in restricted)		
If any information above is false, it is	subject to administrative ac	tion on behalf of the State	of North Dakota Office of Attorney	General	
		ROVALS			
Attorney General			Date		
ignature of City/County Official			Date		
		10/28/24			
RINT Name and official position of person sign	ing on behalf of city/county ab	ove			
Steven Sprague/City Au	idito!				

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

RETURN ALL DOCUMENTS TO:

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

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



GAMING SITE AUTHORIZATION

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



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

Full, Legal Name of Gaming Organization

North	Dakota	Horse	Park	Foundati	ion
NOLLI	Danula	HUISE	L alk	I UKIIHAL	

North Dakota Horse Park Foundation				
This organization is authorized to conduct games	of chance under the license	granted by the North Dakot	a Attorney General at	the following location
Name of Location				
Dogleg North				
Street	City	ZIP Code	County	
2700 Broadway N	Fargo	58102	Cass	
Beginning Date(s) Authorized	Ending Date(s) AuthorIzed		Number of Twenty-O	ne o
10/15/2024	06/30/25	The second Control of	tables, if zero, enter "	0"
Specific location where games of chance will be cond				
Games will be conducted and palyed in	all public areas, excludi	ng bathrooms		
If conducting Raffle or Poker activity provide date(s)	or month(s) of the event(s) if kno	own		
RE	STRICTIONS FOR CITY/	COUNTY USE ONLY	<u> </u>	
The organization must provide the City/Coun	ty a list of game types include	led in their Internal Contro	l Manual and have th	e manual available
upon request. The manual must throughly expl			can only approve the	se games at the site.
ACTIVITY TO BE CONDUCTED Please check all ap	plicable games to be conducted	at site (required)		
Bingo	Club Special		Sports Pools	
ELECTRONIC Quick Shot Bingo	Tlp Board		Twenty-One	
Raffles	Seal Board	\boxtimes	Poker	
ELECTRONIC 50/50 Raffle	Punchboard		Calcuttas	
Pull Tab Jar	Prize Board		Paddlewheel with Tickets	
Pull Tab Dispensing Device	Prize Board Dispensing	Device	Paddlewheel Table	
ELECTRONIC Pull Tab Device				
Days of week of gaming operations (if restricted)		Hour	s of gaming (if restricted	i)
If any information above is false, it is subj	ect to administrative action or	n behalf of the State of Nor	h Dakota Office of Att	orney General
	APPROVA	LS		
Attorney General		A A dispute process, as a specific section of the dispute process of the section		Date
Signature of City/County Official	Date 10/28/24			
PRINT Name and official position of person signing of	n behalf of city/county above			
Steven Sprague/City Auditor				

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

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

Page 12 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVIS SFN 9338 (9-2023			1909						
Applying for (check one)									
Local Permit	Local Permit Restricted Event Permit*								
Games to be conducted	Raffle by a Political or Legislative Di	strict Party							
Bingo Raffle	Raffle Board Calendar Raffle			Twenty-One	L				
LOCAL PERMIT F	. Poker, Twenty-One, and Paddlewheels n RAFFLES MAY NOT BE CONDUCTED OF								
Name of Organization or Group		TF	Dates of Activity (Does not include	la datae far	the calca of ticketa)				
Shiloh Masonic Lodge #1		1	/26/25	16 09162 10t	the sales of lickets)				
Organization or Group Contact Per	san	E-mail		Telephone	Number				
Jeff Avelsgaard		jeff.avelsgaar	d@gmail.com	701-799-3888					
Business Address	490.	City		State	ZIP Code				
1405 3rd st n		fargo		n d	58102				
Mailing Address (if different)		City		State	ZIP Code				
SITE INFO	THE TRAIN AND THE PROPERTY OF								
Site Name	The second secon			County					
El Zagal Shirne				Cass					
Site Physical Address		City		State	ZIP Code				
1429 3rd St N		Fargo	1	nd	58102				
Provide the exact date(s) & frequent 4/26/25	icy of each event & type (Ex. Bingo every I	Friday 10/1-12/31,	Raffle - 10/30, 11/30, 12/31, etc	Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 4/26/25					
PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)									
INZETAWARD INTO (II MIDIE FIL	zes, Attach An Additional Sheet)								
Game Type		otion of Prize		Exact Re	etail Value of Prize				
	Descrij	otion of Prize		Exact Re	etail Value of Prize				
Game Type	Descrip 36" Black			Exact Re					
Game Type Raffle	Descrip 36" Black Pithoss 7	stone Griddle		Exact Re	\$499.99 349.99 549.99				
Game Type Raffle Raffle Raffle	Descrip 36" Black Pitboss 7 Henry Gol	stone Griddle	Total (limit \$40,000 per year)		\$499.99 349.99				
Game Type Raffle Raffle Raffle ADDITIONAL REQUIRED INFORM	Descrip 36" Black Pitboss 7 Henry Gol	stone Griddle	1.5		\$499.99 349.99 549.99				
Game Type Raffle Raffle Raffle	Descrip 36" Black Pitboss 7 Henry Gol	stone Griddle	1.5		\$499.99 349.99 549.99				
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Raffle Ra	ATION Trollwood STAR Program Ye a state gaming license? (If yes, the organous and a restricted event permit from any city inted event permit) Yed a local permit from an city or county for all Value: (This amonopolitical party or legislative district party? (If yes, the organous and the party) (If yes, the organous and the o	stone Griddle Of Pellet grill den Boy .22LR nization is not elig or county for the fi the fiscal year Ju unt is part of the to	(limit \$40,000 per year) ible for a local permit or restricted scal year July 1 - June 30 (If yes, indicate the lotal prize limit for \$40,000 per fistion or group may only conduct	ad event per	\$499.99 349.99 549.99 (
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Raffle Ra	ATION Trollwood STAR Program re a state gaming license? (If yes, the organous accordance) red a restricted event permit from any city icted event permit) red a local permit from an city or county for ail Value: (This amonopolitical party or legislative district party? (In Event Permit" within 30 days of the event. Telephone No. 701-799-388	stone Griddle Of Pellet grill den Boy .22LR nization is not elig or county for the fi the fiscal year Ju unt is part of the to f yes, the organize Net proceeds maj	(limit \$40,000 per year) ible for a local permit or restricted scal year July 1 - June 30 (If yes, indicate the lotal prize limit for \$40,000 per fishion or group may only conduct y be for political purposes.)	ad event per s, the organ se total retains scal year) a raffle and	\$499.99 349.99 549.99 (



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT



NORTH DAKOTA OFFICE OF ATTORNEY GENERAL GAMING DIVISION

SFN 9338	(9-2023)
----------	----------

			(2/		
Applying for (check one) Local Permit	Restricted Event Per	ron id*			
Games to be conducted	Raffle by a Political or Legislative District Party				
Bingo X Raffle		Calendar Raffle Sports I		Twenty-One* Paddlewheel	
*See Instruction 2 (f) on Page 2 LOCAL PERMIT I	2. Poker, Twenty-One, and I RAFFLES MAY NOT BE C	Paddlewheels may be conducte ONDUCTED ONLINE AND CR	d Only with a Restricted Event Pe EDIT CARDS MAY NOT BE USE	rmit. Only one permit per year. D FOR WAGERS	
ORGANIZATION INFO					
Name of Organization or Group			Dates of Activity (Does not include	de dates for the sales of tickets)	
Sts. Anne & Joachim Catholi			11/10/24		
Organization or Group Contact Pel Jenn Hulstein	rson	E-mail	The state of the s	Telephone Number	
Business Address		jhulstein@o		701-235-5757	
5202 25th St. S		City Fargo		State ZIP Code ND 58104	
Mailing Address (if different)		City		State ZIP Code	
maning / taarooc (if amorone)		Oity		State ZIF Code	
SITE INFO					
Site Name		W. T. Wein-Art. Hills.		County	
Sts. Anne & Joachim Catholic	c Church			Cass	
Site Physical Address		City		State ZIP Code	
5202 25th St. S		Fargo		ND 58104	
Provide the exact date(s) & frequer 11/10/24	ncy of each event & type (E)	x. Bingo every Friday 10/1-12/3	1, Raffle - 10/30, 11/30, 12/31, etc	y .	
PRIZE / AWARD INFO (If More Pri	zes, Attach An Additional	Sheet)			
Game Type		Description of Prize		Exact Retail Value of Prize	
		26			
Raffle	50/50			3	
Bingo	Gift Cards	See atta	ched	335.00 335.00	
ADDITIONAL REQUIRED INFORM	ATION		Total (limit \$40,000 per year)	335.00	
Intended Uses of Gaming Proceeds					
	sh programs and p				
Does the organization presently have the Office of Attorney General at 1-b Yes No	ve a state gaming license? (300-326-9240)	If yes, the organization is not e	ligible for a local permit or restricte	d event permit and should call	
Has the organization or group received the restriction of qualify for a local permit or restriction. Yes X No	ved a restricted event permi icted event permit)	t from any city or county for the	fiscal year July 1 - June 30 (If yes	, the organization or group does	
las the organization or group receive	ved a local permit from an c	ity or county for the fiscal year	July 1 - June 30 (If yes, indicate th	e total retail value of all prizes	
oreviously awarded) No	F				
s the organization or group a state p	political party or legislative of	district party? (If yes, the organia	total prize limit for \$40,000 per fis		
SFN 52880 "Report on a Restricted" Yes No	Event Permit* within 30 day	s of the event. Net proceeds m	ay be for political purposes.)	s and and mast asymptotic	
Printed Name of Organization Group	o's Permit Organizer	Telephone Number	E-mail Address		
enn Hulstein		701-235-5757	jhulstein@outlook.com		
Signature of Organization Group's P	ermit Organizer	Title		Date	
My W	æ	Business Manager		8/16/24	

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT Page 14 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL **GAMING DIVISION** SFN 9338 (9-2023) Applying for (check one) Local Permit Restricted Event Permit* Games to be conducted Raffle by a Political or Legislative District Party Binao Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels' *See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year. LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS ORGANIZATION INFO Name of Organization or Group Dates of Activity (Does not include dates for the sales of tickets) The Village Family Organization or Group Contact Person Telephone Number E-mail Kula Olson Business Address 761-451-4831 12th Auc 58103 N_{Δ} Mailing Address (if different) ZIP Code SITE INFO Site Name County Coss Site Physical Address City ZIP Code State Farco ND 58103 Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Treasure Chest Chance, heads touts PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet) Game Type Description of Prize Exact Retail Value of Prize Restaurants for a Year 4-50-yard line fickets to a-Vikings us. Bears \$410 Packa Total \$ (limit \$40,000 per year) ADDITIONAL REQUIRED INFORMATION Intended Uses of Gaming Proceeds Proceeds from Wine 4 Dine Support the programs of The Village Family Service Center Does the organization presently have a state gaming license? (If yes, the organization is not eligible for 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 (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 an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) No. Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year) Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) Yes Printed Name of Organization Group's Permit Organizer Telephone Number E-mail Address Kolson @ the Village fam. Date 761-451-4831 Olson Signature of Organization Group's Permit Organizer Title





October 23, 2024

Engineering Department

225 4th Street North Fargo, ND 58102

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

www.FargoND.gov

Honorable Board of

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

Re:

Ten-Year Deferral Agreement for Sanford North

Dear Commissioners:

Enclosed and delivered for the City Commission review and approval is a Ten-Year Deferral Agreement, non-interest bearing, for Sanford North. The property is located at 4900 64th Avenue South. This deferral was requested by the property owner.

The request was sent to the Finance Committee Meeting in November 2023. The Committee unanimously voted to approve the Ten-Year, non-interest accruing Deferral Agreement and to forward it on to the City Commission for approval.

Recommended Motion:

Approve the Ten-Year, non-interest accruing Deferral Agreement with the terms to be stated in the Agreement.

Respectfully Submitted,

Douglas Durgin

Special Assessment Coordinator

Attachments

REPORT OF ACTION

FINANCE COMMITTEE

Location: Special Assessments

Agenda Item: Deferral for Sanford North

Presenter: Doug Durgin

Date of Hearing: November 20, 2023

Doug Durgin presented a request for a deferral agreement for two parcels located in an undeveloped quarter section west of 45th St S and south of 64th Ave S. This request was for a 10 year non-interest bearing deferral due to the annexation of these parcels not being at the request of the property owner of Sanford North on October 30, 2023.

This deferral request was for parcels 01-3511-00051-000 and 01-3511- 00061-000. This request included Special Assessments from Improvement Districts No. BN- 21-A and FP-19-A.

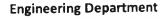
MOTION:

Special Assessments recommended approval of the above listed Deferral Request.

Steve Sprague moved to approved, second by Dave Piepkorn and all members present voted in favor.

COMMITTEE:	Present	Yes	No	Unanimous
Real Allerton Control of the Control				X
				Proxy
Tim Mahoney, Mayor	X	X		
Dave Piepkorn, City Commission	X	X		
Mike Redlinger, City Administrator	X	<u>X</u>		
Brenda Derrig, Assistant City Administrator	X	X		
Susan Thompson, Finance Director	X	X		
Tanner Smedshammer, Purchasing Manager	X	X		
Steve Sprague, City Auditor	X	X		

Michael Redlinger, City Administrator





225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov

www.FargoND.gov

Memorandum

To: Members of the Finance Committee

From: Dan Eberhardt, Special Assessments Coordinator

Doug Durgin, Special Assessments Coordinator

Date: November 9, 2023

Re: Deferral Request for Sanford North

Background:

On October 30th, 2023 Sanford North reached out to request a deferral agreement for two parcels located in an undeveloped quarter section west of 45th St S and south of 64th Ave S. This request is for a 10 year non-interest bearing deferral due to the annexation of these parcels not being at the request of the property owner.

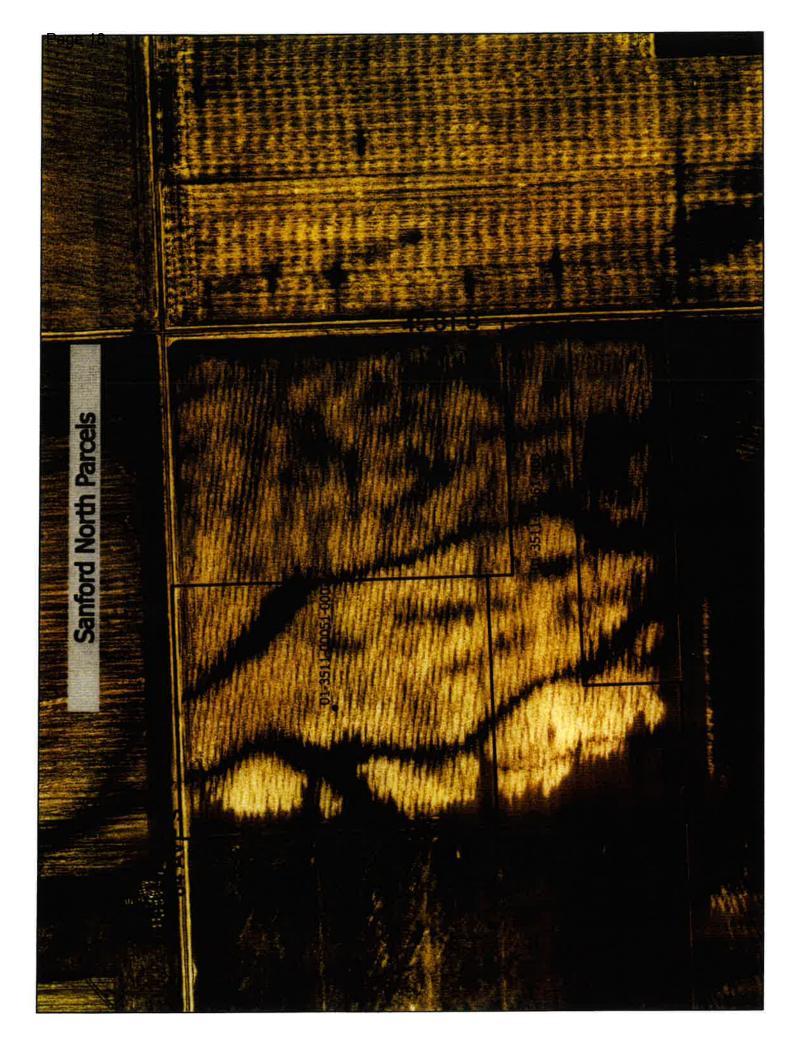
This deferral request, see attached, is for parcels 01-3511-00051-000 and 01-3511-00061-000. This would include Special Assessments from Improvement Districts No. BN-21-A and FP-19-A.

Recommended Motion:

Special Assessments recommends approval of this request and will support the facts and findings of the Finance Committee.

Attachments

C: Tom Knakmuhs, City Engineer



Doug Durgin

From: Siek,Phillip <Phillip.Siek@sanfordhealth.org>

Sent: Monday, October 30, 2023 1:41 PM

To: Doug Durgin

Subject: RE: Sanford Land - 10 year no interest bearing deferral

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

Thanks!

Phil Siek

Direct: (701) 234-6876 Mobile: (701) 429-1479

From: Doug Durgin <DDurgin@FargoND.gov>
Sent: Monday, October 30, 2023 1:40 PM
To: Siek,Phillip <Phillip.Siek@sanfordhealth.org>

Subject: [EXTERNAL] RE: Sanford Land - 10 year no interest bearing deferral

Perfect, I will get this on the 11/20 November Finance Committee agenda and follow up with an agreement if approved. The specials have been moved to deferred in anticipation of the decision.

Thank you!

Douglas Durgin
Special Assessment Manager
City of Fargo, Engineering Department
701-476-6718
ddurgin@fargond.gov



From: Siek, Phillip < Phillip. Siek@sanfordhealth.org >

Sent: Monday, October 30, 2023 1:24 PM
To: Doug Durgin < DDurgin@FargoND.gov >

Subject: Sanford Land - 10 year no interest bearing deferral

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

Good afternoon -

Sanford would like to request a 10-year no interest bearing deferral on the below parcels.

Parcels:

Page 20

- 01-3511-00051-000
- 01-3511-00061-000 (this parcel will be sold to the City of Fargo by the end of 2023)

Please let me know if you need any further information. Thanks!

Phil Siek, MBA, CFM, EDAC Senior Director - Planning & Construction Sanford Health - Fargo Direct: (701) 234-6876 Mobile: (701) 429-1479 Route #2183

SANF RD

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AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between Sanford North, a North Dakota nonprofit corporation (Owner), and the city of Fargo, a North Dakota municipal corporation (City).

Recitals

WHEREAS, Owner is the fee simple owner of land referred to herein as the "Subject Property" legally described on Exhibit A attached hereto; and

WHEREAS, City has made public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City has established property improvement projects wherein the City, identified as Special Assessment Improvements Districts No. BN-21-A and FP-19-A, which included storm sewer lift station, retention pond and incidentals and Arterial New Construction and incidentals, including utilities and paving benefiting Owner's property; and

WHEREAS, Owner requested a deferral of the Special Assessments attributable to the projects; and

WHEREAS, the Finance Committee recommended approval of a deferral of the special assessments in accordance with Fargo Municipal Code §3-1004 for a period of 10 years.

Agreement

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. <u>Ownership.</u> The undersigned is the owner of the Subject Property which has been annexed and is presently incorporated as part of the City of Fargo.

2. Definitions.

"Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The 'triggering event' shall apply to all deferred special assessments to include Arterial and Local Public Improvements.

- 3. Public Improvements to Property. Owner understands and agrees that public improvements, including City installed Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting and Incidentals, which are enumerated in North Dakota Century Code § 40-22-01, constructed over and across Owner's Property, and that the improvements benefit the Subject Property as designed on Exhibit A attached hereto and incorporated herein by reference, and that special assessments therefore will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. §40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, the Owner hereby waives its right to protest the amount of benefit of any special assessment levied against the Subject Property for the Local Public Improvements.
- 4. <u>Deferral of Certification of Special Assessment.</u> City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for any improvements constructed and installed as provided above, as follows (hereinafter identified as "Triggering Events"):
 - a. Ten (10) years from the date of certification of the installation of the improvements; or
 - b. Development of the Subject Property to a higher use than at the time of this Agreement, i.e., platting (other than platting of rights of way) or the application for a building permit on the deferred property; or
 - c. In the event that all or any portion of the Property is sold by Owner, this deferral Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits taken out for construction).
- 5. <u>Annual Review.</u> On or before October 1 of each year during the term of the deferral Agreement, the City will determine continued compliance with the deferral conditions for purposes of determining whether or not the Special Assessment deferral should continue.
- 6. <u>Assessment Period Interest During Period of Deferral.</u> At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be

spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.

- 7. <u>Assessment Amount.</u> The total amount to be assessed shall be the entire amount of the assessments as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners.
- 8. <u>Binding Agreement</u>. This Agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.
- 9. <u>Recording.</u> The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this 23 day of October 2024.

Sanford North, a North Dakota nonprofit corporation

By Knle Cast

South	
STATE OF NORTH DAKOTA)
COLINTY OF CASS Minchaha) ss
COLINTY OF CASS FILM CHARAC)

On this 23rd day of Colober, 2024, before me, a notary public in and for said county and state, personally appeared Kuklusty, the SVP Finance of Sanford North, a North Dakota nonprofit corporation, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

Notary Public

Cass County, North Dakota

My Commission Expires Jan. 21, 2029

Minnehaha County, Sout

Dated this day of, 20	24.
	CITY OF FARGO, A North Dakota municipal corporation
**	By Dr. Timothy J. Mahoney, M.D., Mayor
ATTEST:	
Steven Sprague, City Auditor	
STATE OF NORTH DAKOTA COUNTY OF CASS)) ss.
state, personally appeared DR. TIM known to be the Mayor and City A Dakota, the municipal corporation de	
	Notary Public
(SEAL)	Cass County, North Dakota

Exhibit "A"

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence South 87 degrees 30 minutes 08 seconds West, an assumed bearing, on the north line of said Northeast Quarter, 1,318.67 feet to the point of beginning; thence South 01 degree 39 minutes 55 seconds East, parallel with the west line of said Northeast Quarter, 1,783.81 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with the south line of said Northeast Quarter, 591.90 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with said west line, 500.29 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with said south line, 540.73 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with said west line, 1,281.84 feet to said north line; thence North 87 degrees 30 minutes 08 seconds East, on said north line, 1, 132.65 to the point of beginning.

Containing 40.15 acres, more or less.

Exhibit "B"

FP-19-A - Storm Sewer Lift Station, Retention Pond, & Incidentals

BN-21-A -Arterial New Construction & Incidentals - Utilities & Paving



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-C1 Type: Irrigation Repair

Location: 149 South Woodcrest Drive North Date of Hearing: 10/21/2024

 Routing
 Date

 City Commission
 10/28/2024

 PWPEC File
 X

 Project File
 Nathan Boerboom

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Nathan Boerboom, regarding repair of the irrigation system at 149 South Woodcrest Drive North damaged due to construction.

The City has completed two construction projects that impacted the irrigation system at 149 South Woodcrest Drive North. The first, in 2023, constructed a levee in the rear yard of the property resulting in the complete removal of the irrigation system in that area. The second, a street reconstruction, led to the removal of the irrigation system within the front boulevard. It was determined that installation of a new system would be more cost-effective than repairing the damaged system.

Staff is recommending approval of payment in the amount of \$8,160 to the property owner for installation of the new irrigation system.

On a motion by Steve Sprague, seconded by Michael Redlinger, the Committee voted to recommend approval of payment to the property owner in the amount of \$8,160 for installation of a new irrigation system damaged due to construction of Project No. FM-19-C1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve payment to the property owner in the amount of \$8,160 for installation of a new irrigation system damaged due to construction of Project No. FM-19-C1.

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

Unanimous Yes No Present COMMITTEE 1 Tim Mahoney, Mayor Ӣ 7 Nicole Crutchfield, Director of Planning 7 7 Steve Dirksen, Fire Chief 1 V Michael Redlinger Brenda Derrig, Assistant City Administrator Γ Ben Dow, Director of Operations 1 7 1-1 Steve Sprague, City Auditor **V** 1 Tom Knakmuhs, City Engineer 7 7 Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

Tom Knakmuhs, P.E. City Engineer



Engineering Department

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov

www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Nathan Boerboom, Assistant City Engineer

Date:

October 17, 2024

Re:

149 South Woodcrest Drive North Irrigation Repair

Project #FM-19-C1

Background:

Over the past two construction seasons, the City completed two construction projects that impacted the irrigation system at 149 South Woodcrest Drive North. The first project, in 2023, constructed a levee in the rear yard of the property, resulting in the complete removal of the irrigation system in that area. The second project, a street reconstruction, led to the removal of the irrigation system within the front boulevard.

Following the completion of all construction activities, the property owner contacted their irrigation company to assess the damage and determine the best approach to repair the system. Upon investigation, it was discovered that the water supply line exited from the north side of the home, wrapped around the back of the house to the south side, and then connected to the irrigation valve boxes, which are located within a concrete patio between the home and an underground pool. Neither the homeowner nor the City was aware of the exact location of the water supply line in the backyard, and therefore did not anticipate needing to identify whether the encountered irrigation lines were supply lines or distribution lines.

As a result of the damage to the supply line, the entire irrigation system is currently out of service, including the areas undisturbed by construction activities. After discussions with the property owner, staff requested that they obtain multiple quotes for both repairing the existing system and installing a complete new one. The homeowner was able to secure one quote for repair and two quotes for the installation of a new system. Based on the quotes received, it has been determined that installing a new system is more cost-effective than repairing the damaged system.

Therefore, staff recommends approving a payment of \$8,160 to the property owner, which is based on a total quote of \$8,610, minus \$450 for a new controller, for the installation of a new irrigation system.

Attached to this memorandum are copies of the quotes provided by the property owner.

Recommended Motion:

Approve the payment of \$8,160 to Chad Peterson, property owner at 149 South Woodcrest Drive North, for the installation of a new irrigation system.

NAB/jmg Attachments



Chad Peterson

149 S Woodcrest Dr N Fargo, ND 58102

Chad,

I am pleased to present this quote for irrigation installation at 149 Woodcrest Drive. This bid includes a Hunter Smart Controller equipped with a rain sensor. These Smart Systems will only run when necessary, saving you from costly water bills. We require 50% payment up front with the remainder due upon satisfactory completion of the installation.

We offer financing if interested!

Irrigation Installation-

Parts and Materials-\$4,160

Labor- \$4,000

Equipment-\$450

Total-\$8,610

To repair the current system will be difficult and very timely. The entire system will need to be dug up and inspected for cracks in the PVC pipes. Most, if not all of the sprinkler heads will need to be replaced as well. This is an estimate, price will increase if repair takes longer than anticipated.

Repair Current System-

Parts and Materials-\$5,500

Labor- \$8,000

Equipment-\$450

Total-\$13,950



Thank you,



Jon Berton

Owner

701.747.0004

Fargo, North Dakota JBerton@Heroeslawncare.com



PROPOSAL OF SERVICE

Chad Peterson 149 S Woodcrest Dr



Spring 2025 Irrigation Project

Install an (8) zone sprinkler system

- Attach to copper pipe coming out of house. May need to replace current vacuum breaker as it was leaking during consult.
- After the vacuum breaker all other parts will be new. During the consult we couldn't get any zones to run so nothing seems to be salvageable.
- We would replace the current controller as it is outdated and cannot hold more than 7 zones.

Project Estimate - Between \$9,500 - \$10,500

Project will be billed for total parts and labor used.

CUSTOMER SIGNATURE	ALL-TERRAIN SIGNATURE
CUSTOMER PRINTED NAME	ALL-TERRAIN PRINTED NAME

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Type: Sanitary Sewer Service Participation Policy

Location:

Citywide

Hearing:

10/21/2024

 Routing
 Date

 City Commission
 10/28/2024

 PWPEC File
 X

 Project File
 Kevin Gorder

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, regarding modifications to the Sanitary Sewer Service Participation Policy.

Engineering staff is proposing that City participation would not be eligible on preventative or proactive sewer service replacements at locations scheduled for rehabilitation in the next 4 years. Emergencies with video evidence of failure would be eligible for City participation in these areas.

Residents currently have the option to assess their share of the cost to their property. Engineering is not proposing any changes to the assessment option.

On a motion by Steve Sprague, seconded by Michael Redlinger, the Committee voted to recommend approval of the modification to the Sanitary Sewer Service Participation Policy.

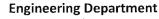
RECOMMENDED MOTION

DRO JECT EINIANCING INFORMATION:

Concur with PWPEC recommendation and approve the modification to the Sanitary Sewer Service Participation Policy and make sanitary sewer service repairs that are not an emergency, ineligible for City participation when a rehabilitation project is schedule in the next 4 years.

Recommended source of funding for project: N/A				
				Yes No
Developer meets City policy for payment of delinquent speci	als			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
				[7]
Tim Mahoney, Mayor	П		П	
Nicole Crutchfield, Director of Planning	[7]	[7]		
Steve Dirksen, Fire Chief	짇	[교		
Brenda Derrig, Assistant City Administrator	17	V		Michael Redlinger
Ben Dow, Director of Operations				
Steve Sprague, City Auditor	[7]	[4]	[
Tom Knakmuhs, City Engineer	[V]	[7]		
Susan Thompson, Finance Director	[ব	기		
			_	
	T	10° C	\mathcal{I}	0
ATTEST:	Tom Knakmuhs, P.E.			
	TOTH KHAKII	iuiis, r.c.		

City Engineer





225 4th Street North Fargo, ND 58102

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

www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Kevin Gorder, PE, Division Engineer

Date:

October 16, 2024

Re:

Modification to the Sanitary Sewer Service Participation Policy

Background:

The City of Fargo has had a Sanitary Sewer Service Participation Policy since at least 2003 and some modifications have been made over the last 20+ years. The last modification was in 2022 when we added a requirement that they contact the City prior to starting work. Engineering provided the City participation amount and the estimated annual payment amount if the property owner chooses to assess the cost of the repair to the property. An information sheet was created that shared basic information about the program to better communicate the property owner's responsibility relating to sewer services. Water Reclamation funds the City participation in this program. In 2023, the City participation was approximately \$620,000. An additional \$1.4 million was assessed based on records kept in Engineering.

Since 2003 when this policy was first created, some changes have occurred. The cost of repairs can now exceed \$25,000 which has driven the price of this participation policy up a great deal. Engineering has also changed the way sanitary connections are handled on rehabilitation projects. All sanitary sewer services on rehabilitation projects are new from the main to 5' behind back of curb. This change should save money for the residents and reduce impacts to the public since they no longer have to close roadways to remove pavement, excavate to the main, backfill the excavation, and place a new road surface patch.

Another change will start next year as Engineering, along with Water Reclamation, will bid and complete a sewer lining project. This project will line the sanitary sewer main and it will also line all the sewer services from the main to 5' behind back of curb. All the lining work will occur from inside the sewer main and should eliminate most, if not all, of the excavation typically seen in a sewer main replacement project. Engineering would like to update this group along with this policy after the lining project is complete. This method of repair could allow the current Sanitary Sewer Service Participation funds to benefit more residences with less impacts.

Engineering has also developed an internal CIP that shows the rehabilitation schedule for the next 4-6 years. We would propose that City participation would not be eligible on preventative or proactive sewer service replacements at locations scheduled for rehabilitation in the next 4 years. Bona fide emergencies with video evidence of failure would be eligible for City participation in these areas.

The reason for this proposed change is to save the resident and/or the City of Fargo money. The excavator completing the work prior to the rehabilitation project has to charge the resident for the cost of the street cut which the City participates in. The City would complete this work on the rehabilitation project in the near future and the cost of this new connection would be included in the capped assessment amount to the resident. If the resident chooses to fix their service from the house to the back of curb, our contractor on the rehabilitation project will connect to the newly installed sanitary sewer service installed by the homeowner's excavator.

The resident currently has the option to assess their share of the cost to their property. Engineering is not proposing any changes to the assessment option.

Recommended Motion:

Concur with amending the sanitary sewer service participation policy and make sanitary sewer service repairs that are not an emergency, ineligible for City participation when a rehabilitation project is scheduled in the next 4 years.

KOG/jmg

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



			Туре:	Maintena Federal A			ion for Urban r NDDOT
Location:	Citywide		Hearing	g: 10	0/21/202	24	
Routing City Commiss PWPEC File Project File	ion	<u>Date</u>					
Engineer, Jere	emy Gorden.	ne Maintenance Certificatio NDDOT requires that Cition FHWA funds. The DOT ser	es maintain, in	appropria	te cond	ition, a	any street project
Staff recomme	ends approval	of the Maintenance Certific	cation.				
approval of th		utchfield, seconded by Sue Certification for Urban F 1.					
		mmendation and approve	the Maintena	nce Certifi	cation	for Ui	ban Federal Aid
Recommende		nding for project:	N/A	ts:			Yes No
Agreement for	payment of s	for payment of delinquent pecials required of develop r policy approved 5-28-13)					N/A N/A N/A
COMMITTEE			<u>Presen</u>	t Ye	es	No	Unanimous
Steve Dirksen, Brenda Derrig, Ben Dow, Dire Steve Sprague Tom Knakmuh	ield, Director o , Fire Chief	y Administrator ions eer	다 다 다 다 다 다	다 다 다 다 다			₹ Michael Redlinger
ATTEST:			Tom Kr City Eng	akmuhs, F	e.E.	4	2



225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Jeremy M. Gorden, PE, PTOE

Division Engineer - Transportation

Date:

October 15, 2024

Re:

Maintenance Certification for Urban Federal Aid Projects for NDDOT

Background:

I have attached a <u>Maintenance Certification</u> for all of our completed Urban Federal Aid Projects that we received recently from the Local Government Division of the NDDOT. The NDDOT requires that City's maintain, in appropriate condition, any street project funded in total or in part by FHWA funds. Maintenance requirements are spelled out in the project specific Cost Participation and Maintenance Agreement. The NDDOT sends this certificate out annually for local governments to approve.

Recommended Motion:

Approve this Maintenance Certification for the NDDOT and return it signed to them by December 20, 2024.

JMG/jmg Attachment MEMO TO: City Engineer

FROM:

Derek Pfeifer, Local Government Engineer DP

DATE:

October 2, 2024

SUBJECT:

Maintenance Certification

Enclosed is the annual Maintenance Certification for urban federal aid projects for you to sign and return to my office by <u>December 20th</u>, 2024. This certification states that your city is properly maintaining the projects that had federal aid for construction.

Also, enclosed is a **sample** "Cost Participation, Construction, and Maintenance Agreement" similar to one you have signed for each federal aid construction project (See pages 3 and 4). This does *not* need to be returned as it is for your information only.

If you have any questions, please call me at 701-328-4408.

38/sh/ss Enclosures

MAINTENANCE CERTIFICATION URBAN FEDERAL AID PROJECT

North Dakota Department of Transportation, Local Government SFN 51027 (8-2017)

All federal aid street projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Cost Participation and Maintenance Agreements".

Approved as to form:	
City Attorney (Type or print) Nancy Morris	City of Fargo
Signature	Date 10/29/2024
City Auditor (Type or print) Steve Sprague	Mayor or President City Commission (Type or print) Dr. Timothy J. Mahoney

Recommended for approval

City Engineer (Type or print)
Tom Knakmuhs

Signature

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Project No. SL-22-A1 Type: Negative Final Balancing Change Order #2

Location: Citywide Date of Hearing: 10/21/2024

 Routing
 Date

 City Commission
 10/28/2024

 PWPEC File
 X

 Project File
 Kevin Morlan

The Committee reviewed the accompanying correspondence from Project Manager, Kevin Morlan, related to Negative Final Balancing Change Order #2 in the amount of \$-26,927.00 to reconcile the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #2.

On a motion by Steve Sprague, seconded by Michael Redlinger, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Fargo Electric Construction Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 to Fargo Electric Construction Inc.

PROJECT FINAN	CING INFORMATION	V:
---------------	------------------	----

Recommended source of funding for project:	Street Light 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
N/	Ά
N/	Ά
N/	Ά

COMMITTEE

Tim Mahoney, Mayor Nicole Crutchfield, Director of Planning Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations Steve Sprague, City Auditor Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

Present	Yes	No	Unanimous
X -1100			[7]
[]		1-1	
[7]	[2]		
[V]	[7]		
[7]	[7]		Michael Redlinger
	[
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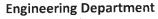
ATTEST:

C: Kristi Olson

Tom Knakmuhs, P.E.

City Engineer

							Pag
Negative Change Orders & Engineer Approved Change Orders	neer Approved	1 Change Orders					PWPEC 10/21/24
Contractor	Proj. or ID #	Туре	Original Contract	Prior CO's	Current CO Amount	# OO	Final or New Contract Amount
Key Contracting	UR-24-A1	Utility Rehab/Recon	\$393,470.00		\$2,800.00	CO #1	\$396,270.00
							\$0.00
							\$0.00
							\$0.00
		Negative & Engineer Approved Totals	\$393,470.00	\$0.00	\$2,800.00		\$396,270.00
Asphalt Preservation Company. Inc.	PR-24-E1	Seal Coat	\$1,617,606.87	\$14,685.00	(\$51,131.52)	FBCO #2	\$1,581,160.35
Faro Electric Construction Inc.	SL-22-A1	Street Lighting	\$399,276.80	\$80,854.40	(\$26,927 00)	FBCO #2	\$453,204.20
Strata Corporation	TN-23-A2	Traffic Signal Improvements	\$257,758,50	\$10,488.00	(\$6,170.00)	FBCO #2	\$262,076.50
							\$0.00
							\$0.00
		Negative & Engineer Approved FBCO Totals	\$2,274,642.17	\$106,027.40	-\$84,228.52		\$2,296,441.05





225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Kevin Morlan, Project Manager

Date: October 8, 2024

Re: Improvement District No. SL-22-A1 - Final Balancing Change Order #2

Background:

Attached is the Final Balancing Change Order #2 in the amount of \$-26,927.00. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

 Original Contract:
 \$ 399,276.80

 Change Order #1
 \$ 80,854.40

 FBCO #2:
 \$ -26,927.00

 Total Contract w/Incentive:
 \$ 453,204.20

Recommended Motion:

Approve the Final Balancing Change Order #2 in the amount of \$-26,927.00 to Fargo Electric Const Inc.

KJM/jmg Attachment

C: Tom Knakmuhs

Final Balancing Change Order

CHANGE ORDER REPORT STREET LIGHTING

PROJECT NO. SL-22-A1

VARIOUS LOCATIONS WITHIN THE CITY OF FARGO

Contractor

10/26/2022

Change Order Date Fargo Electric Const Inc Change Order No

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.

Change Order # 2 **EXPLANATION OF CHANGE**

Final Balancing Change Order

C/O Ext Price (\$)	-\$3,375.00	-\$1,000.00	-\$2,384.00	-\$1,966.80	-\$894.00	\$9,619.80	\$1,308.00	\$1,438.80	\$654.00	\$3,400.80	-\$240.00
Unit Price (\$)	\$3,375.00	\$1,000.00	\$8.00	\$2.20	\$3.00	Sub Total	\$6.00	\$2.20	\$3.00	Order 2 Sub Total	\$8.00
Tot Cont Qty	0	4	1621	3918	1621	Change Order 1 Sub Total	218	654	218	Change Order 2	250
Curr C/O Qty	7	<u>, i</u>	-298	-894	-298	Cha	218	654	218	Cha	-30
Prev Cont Qty	To the state of th	rO	1919	4812	1919		0	0	0		280
Prev C/O Qty	News.	ις	1919	4812	1919		1919	4812	1919		1919
Orig Cont Qty	7	\(\frac{1}{4}\)	-298	-894	-298		-1701	4158	-1701		-1669
Unit	EA	EA	F	Щ	H		<u></u>] Г	Ħ.	H		H
Item Description	Repair Street Light Miscellaneous	F&I Street Light Foundation	Directional Boring	F&I Conductor#6 USE Cu	F&I Innerduct 1.5" Dia		Directional Boring	F&I Conductor#6 USE Cu	F&I Innerduct 1.5" Dia		Directional Boring
Line		12	13	5	16		17	18	19		48
Section	Change Order 1						Change Order 2				Site 12

C/O Ext Price (\$)	-\$198.00	-\$90.00	-\$528.00	-\$5,000.00	-\$330.00	-\$150.00	-\$5,480.00	-\$200.00	-\$200.00	-\$9,000.00	-\$1,500.00	-\$4,000.00	\$14,500.00
Unit Price (\$)	\$2.20	\$3.00	Site 12 Sub Total	00.000.00	\$2.20	\$3.00	Site 15 Sub Total	\$200.00	Site 19 Sub Total	\$9,000.00	\$500.00	\$2,000.00	Site 26 Sub Total
Tot Cont Qty	750	250	Site 13	0	300	100	Site 1	0	Site 1	0	0	0	Site 2
Curr C/O Qty	06-	-30		T	-150	-50		7		7	ဇှ	7	
Prev Cont Qty	840	280		x -	450	150		X72		_	က	7	8
Prev C/O Qty	4812	1919			4812								
Orig Cont Qty	4062	-1669		~	4512	150		~		~	က	2	
Unit	H	П		EA	H	H		LS		EA	EA	EA	
Item Description	F&I Conductor #6 USE Cu	F&I Innerduct 1.5" Dia		Repair Feed Point	F&I Conductor#6 USE Cu	F&I Innerduct 2" Dia		Salvage Signal Cable		F&I Feed Point	Remove Feed Point	F&I Guard Post	
Line	51	52		63	64	65		8		97	98	66	
Section				Site 15				Site 19		Site 26			

Street Lighting Traffic Control Device Utility Funds

-\$26,927.00 \$80,854.40 \$399,276.80 \$453,204.20

	BL BL	ige Order # 2 (\$)	Orders (\$)	t Amount (\$)	nount (\$)
<u>Summary</u>	Source Of Funding	Net Amount Change Order # 2 (\$)	Previous Change Orders (\$)	Original Contract Amount (\$)	Total Contract Amount (\$)

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

APPROVED	APPRO
For Contractor Fund Floctoic Conston ction	Departm
Title Bolect Manage	Mayor
	Attest

APPROVED DATE
Department Head



FINAL PAY ESTIMATE QUANTITY REVIEW STREET LIGHTING PROJECT NO. SL-22-A1 VARIOUS LOCATIONS WITHIN THE CITY OF FARGO

Project No.SL-22-A1Project NameStreet LightingTypeStreet LightingDescriptionvarious locations within the City of FargoFrom Date12/13/2023To Date10/7/2024

	Contract	ract	Pr	Previous	Current	ent		To Date	
2	,		, tit,	Ame	Oith	Amount	O. c. c.	Amount Cushity Amount (6)	%
5	Jille Qualitity	ב	Guanniy	Amount (*)	Guanuty	(\$)	Guanury	Allicalit (*)	Comp

1. Contract Work

Site 1	A TOTAL OF THE PARTY OF THE PAR	la.									
_	Directional Boring - CO1	H	680	\$6.00	680	\$4,080.00	0	\$0.00	089	\$4,080.00	100%
2	Remove Feed Point	EA	က	\$500.00	က	\$1,500.00	0	\$0.00	က	\$1,500.00	100%
က	F&I Conductor #6 USE Cu - CO1	님	2070	\$2.20	2070	\$4,554.00	0	\$0.00	2070	\$4,554.00	100%
4	F&I Innerduct 1,5" Dia - CO1	LF	680	\$2.20	089	\$1,496.00	0	\$0.00	089	\$1,496.00	100%
2	F&I Street Light Foundation - CO1	EA	2	\$1,000.00	2	\$2,000.00	0	\$0.00	2	\$2,000.00	100%
9	F&I Traffic Signal - Street Light Combo Feed Point	EA	~	\$14,000.00	~	\$14,000.00	0	\$0.00	~	\$14,000.00	100%
				Site 1 Sub Total	Total	\$27,630.00		\$0.00		\$27,630.00	
Site 2	3 2										
7	Relocate Signal Standard Type V	EA	$\overline{}$	\$1,000.00	~	\$1,000.00	0	\$0.00	~	\$1,000.00	100%
∞	F&I Foundation Type V - CO1	EA	~	\$1,000.00	-	\$1,000.00	0	\$0.00	\leftarrow	\$1,000.00	100%
O	Remove Foundation Type V	EA	~	\$500.00	_	\$500.00	0	\$0.00	$\overline{}$	\$500.00	100%
10	Relocate Ped Head	EA	2	\$400.00	2	\$800.00	0	\$0.00	2	\$800.00	100%
<u></u>	F&I Signal Cable AWG 14/3	H	32	\$2.00	32	\$64.00	0	\$0.00	32	\$64.00	100%
12	F&I Conduit 2" Dia	H H	7	\$50.00	7	\$350.00	0	\$0.00	_	\$350.00	100%

				6					F	
		Contract	act	ב ב	Previous	Current	ent		lo Date	
1. Contract Work	Unit	Unit Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	15	\$330.00	15	\$4,950.00	0	\$0.00	15	\$4,950.00	100%
			Site 2	Sub Total	\$8,664.00		\$0.00		\$8,664.00	0
Site 3										
14 F&I Elec Sign Driver Feedback Solar	EA	~	\$12,750.00	~	\$12,750.00	0	\$0.00	~	\$12,750.00	0 100%
			Site 3 8	Site 3 Sub Total	\$12,750.00		\$0.00		\$12,750.00	_
Site 4										
15 F&I Elec Sign Driver Feedback Solar	EA	H art e	\$12,750.00	<u></u>	\$12,750.00	0	\$0.00	~	\$12,750.00	0 100%
			Site 4	Site 4 Sub Total	\$12,750.00		\$0.00		\$12,750.00	0
Site 5										
16 F&I Foundation Type V - CO1	EA	2	\$1,000.00	2	\$2,000.00	0	\$0.00	2	\$2,000.00	0 100%
17 Modify Traffic Signal System	LS	~	\$4,500.00	$\overline{}$	\$4,500.00	0	\$0.00	~	\$4,500.00	0 100%
			Site 5	Site 5 Sub Total	\$6,500.00		\$0.00		\$6,500.00	0
Site 6										
18 F&I Detection In-Ground Loop	EA	က	\$2,700.00	8	\$8,100.00	0	\$0.00	n	\$8,100.00	0 100%
19 F&I Signal Cable Loop Lead-in - CO1	H	156	\$2.00	156	\$312.00	0	\$0.00	156	\$312.00	0 100%
			Site 6	Site 6 Sub Total	\$8,412.00		\$0.00		\$8,412.00	0
Site 7										
20 F&I Foundation Type V - CO1	EA	_	\$1,000.00	7	\$1,000.00	0	\$0.00	-	\$1,000.00	0 100%
21 F&I Traffic Signal System	LS	_	\$22,000.00		\$22,000.00	0		1	\$22,000.00	0 100%
22 F&I Signal Standard Type V 17.5' High	EA ر	~	\$4,000.00	1	\$4,000.00	0	\$0.00	-	\$4,000.00	0 100%
			Site 7	Site 7 Sub Total	\$27,000.00	-	\$0.00		\$27,000.00	0
Site 8				3						
23 F&I Signal Cable AWG 14/2	L	254	\$2.00) 254	\$508.00		\$0.00	254	\$508.00	0 100%
24 Salvage Signal Cable	LS	_	\$100.00		\$100.00	0	\$0.00	1	\$100.00	0 100%
			Site 8	Site 8 Sub Total	\$608.00	0	\$0.00		\$608.00	0
Site 9										

ı			Contract	act	Pre	Previous	Current	ent		To Date	
Con	Contract Work	Unit Qua	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
25 Re	Remove Feed Point	EA	7	\$500.00	1	\$500.00	0	\$0.00	_	\$500.00	100%
				Site 9 S	Site 9 Sub Total	\$500.00		\$0.00		\$500.00	
Site 10											
26 Re	Remove Base - CO1	EA	~	\$500.00	$\overline{}$	\$500.00	0	\$0.00	~	\$500.00	100%
27 F8	F&I Street Light Foundation - CO1	EA	_	\$2,000.00	~	\$2,000.00	0	\$0.00	+	\$2,000.00	100%
				Site 10 \$	Site 10 Sub Total	\$2,500.00		\$0.00	1	\$2,500.00	
Site 11	THE RESERVE THE PARTY OF THE PA										
28 Re	Relocate Street Light	EA	~	\$500.00	~	\$500.00	0	\$0.00	_	\$500.00	100%
29 Dii	Directional Boring - CO1	H	24	\$30.00	24	\$1,710.00	0	\$0.00	57	\$1,710.00	100%
30 Re	Remove Base - CO1	EA	_	\$500.00	_	\$500.00	0	\$0.00	_	\$500.00	100%
31 F8	F&I Conductor #6 USE Cu - CO1	L	171	\$2.20	171	\$376.20	0	\$0.00	171	\$376.20	100%
32 F8	F&I Innerduct 1.5" Dia - CO1	LF	24	\$20.00	24	\$1,140.00	0	\$0.00	57	\$1,140.00	100%
33 F8	F&I Pull Box	EA	_	\$2,000.00	~	\$2,000.00	0	\$0.00	7	\$2,000.00	100%
34 F8	F&I Street Light Foundation - CO1	EA	~	\$1,000.00	~	\$1,000.00	0	\$0.00	7	\$1,000.00	100%
				Site 11	Site 11 Sub Total	\$7,226.20		\$0.00		\$7,226.20	
Site 12	2										
35 Di	Directional Boring - CO1	H	280	\$8.00	250	\$2,000.00	0	\$0.00	250	\$2,000.00	%68
36 F8	F&I Feed Point	EA	$\overline{}$	\$9,000.00	_	\$9,000.00	0	\$0.00	1	\$9,000.00	100%
37 Re	Remove Feed Point	EA	3	\$500.00	3	\$1,500.00	0	\$0.00	3	\$1,500,00	100%
38 F	F&I Conductor #6 USE Cu - CO1	Н	840	\$2.20	750	\$1,650.00	0	\$0.00	750	\$1,650.00	%68
39 F	F&I Innerduct 1.5" Dia - CO1	4	280	\$3.00	250	\$750.00	0	\$0.00	250	\$750.00	%68 (
	200 · 建筑、水道 中国 · 100			Site 12	Site 12 Sub Total	\$14,900.00		\$0.00		\$14,900.00	
Site 13											
40 A S	Relocate Signal Standard Type IV/Combo	EA	~	\$2,000.00	1	\$2,000.00	0	\$0.00		\$2,000.00	, 100%
41 F	F&I Foundation Type IV/Combo	EA	_	\$6,000.00	7	\$6,000.00	0	\$0.00	7	\$6,000.00	100%
42 R	Remove Foundation Type IV/Combo	EA	~	\$2,000.00	1	\$2,000.00	0	\$0.00	7	\$2,000.00	100%
43 F	F&I Signal Cable AWG 14/2	LF	09	\$2.00	09 (\$120.00	0	\$0.00	09 0	\$120.00	100%

		Contract	act	P.	Previous	Current	ent		To Date	
1. Contract Work	Unit Qua	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
44 F&I Signal Cable AWG 14/20	5	50	\$4.00	50	\$200.00	0	\$0.00	50	\$200.00	100%
45 F&I Conduit 2" Dia	Ц	20	\$50.00	20	\$1,000.00	0	\$0.00	20	\$1,000.00	100%
46 F&I Pull Box PVC	EA	_	\$2,000.00	_	\$2,000.00	0	\$0.00	\leftarrow	\$2,000.00	100%
			Site 13 9	Site 13 Sub Total	\$13,320.00		\$0.00		\$13,320.00	
Site 14										
47 Directional Boring - CO1	片	229	\$10.00	229	\$2,290.00	0	\$0.00	229	\$2,290.00	100%
48 F&I Conductor #6 USE Cu - CO1	1	687	\$2.20	687	\$1,511.40	0	\$0.00	687	\$1,511.40	100%
49 F&I Innerduct 1.5" Dia - CO1	H	229	\$3.00	229	\$687.00	0	\$0.00	229	\$687.00	100%
			Site 14 9	Site 14 Sub Total	\$4,488.40		\$0.00		\$4,488.40	
Site 15										
50 F&I Conductor #6 USE Cu - CO1	占	450	\$2.20	300	\$660.00	0	\$0.00	300	\$660.00	%29
51 F&I Innerduct 2" Dia	LF	150	\$3,00	100	\$300.00	0	\$0.00	100	\$300.00	%19
52 F&I Pull Box	EA	$\overline{}$	\$2,000.00	_	\$2,000.00	0	\$0.00	Υ-	\$2,000.00	100%
53 Repair Feed Point	EA	~	\$5,000.00	0	\$0.00	0	\$0.00	0	\$0.00	%0
			Site 15	Site 15 Sub Total	\$2,960.00		\$0.00		\$2,960.00	
Site 16										
54 Directional Boring - CO1	ഥ	93	\$30.00	93	\$2,790.00	0	\$0.00	93	\$2,790.00	100%
55 F&I Conductor #6 USE Cu - CO1	H	279	\$2.20	279	\$613.80	0	\$0.00	279	\$613.80	100%
56 F&I Innerduct 1,5" Dia - CO1	4	93	\$3.00	93	\$279.00	0	\$0.00	93	\$279.00	100%
			Site 16	Site 16 Sub Total	\$3,682.80		\$0.00		\$3,682.80	
Site 17										
57 Directional Boring - CO1	H	356	\$7.00	356	\$2,492.00	0	\$0.00	356	\$2,492.00	100%
58 Remove Feed Point	EA	2	\$500.00) 2	\$1,000.00	0	\$0.00	2	\$1,000.00	100%
59 F&I Conductor #6 USE Cu - CO1	<u>H</u>	1068	\$2.20	1068	\$2,349.60	0	\$0.00	1068	\$2,349.60	100%
60 F&I Innerduct 1.5" Dia - CO1	H	356	\$3.00	356	\$1,068.00	0	\$0.00	356	\$1,068.00	100%
			Site 17	Site 17 Sub Total	\$6,909.60		\$0.00		\$6,909.60	
Site 18										

		Contract	ıct	P	Previous	Current	ent		To Date	
. Contract Work	Unit Qua	antity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
61 Remove Base - CO1	EA	-	\$500.00	_	\$500.00	0	\$0.00	_	\$500.00	100%
62 F&I Street Light Foundation - CO1	EA	~	\$1,000,00	_	\$1,000.00	0	\$0.00	~	\$1,000.00	100%
			Site 18 Sub Total	ub Total	\$1,500.00		\$0.00		\$1,500.00	
Site 19										
Relocate Signal Standard Type IV/Combo	ΕĄ	~	\$25,000.00	_	\$25,000.00	0	\$0.00	←	\$25,000.00	100%
64 F&I Foundation Type IV/Combo	EA	~	\$6,000.00	_	\$6,000.00	0	\$0.00	_	\$6,000.00	100%
65 Remove Foundation Type IV/Combo	EA	$\overline{}$	\$3,000.00	$\overline{}$	\$3,000.00	0	\$0.00	7	\$3,000.00	100%
66 F&I Signal Cable AWG 14/2	H.	86	\$2.00	86	\$172,00	0	\$0.00	86	\$172,00	100%
67 F&I Signal Cable AWG 14/20	니	79	\$4.00	79	\$316.00	0	\$0.00	79	\$316.00	100%
68 Salvage Signal Cable	ST	_	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00	%0
69 F&I Conduit 2" Dia	LF	30	\$60.00	30	\$1,800.00	0	\$0.00	30	\$1,800.00	100%
70 F&I Pull Box PVC	EA	-	\$2,000.00	~	\$2,000.00	0	\$0.00	1	\$2,000.00	100%
			Site 19 S	Site 19 Sub Total	\$38,288.00		\$0.00		\$38,288.00	
Site 20										
71 Remove Base - CO1	EA	~	\$500.00	7	\$500.00	0	\$0.00	1	\$500.00	100%
72 F&I Street Light Foundation - CO1	EA	~	\$1,000.00	_	\$1,000.00	0	\$0.00	1	\$1,000.00	100%
			Site 20 \$	Site 20 Sub Total	\$1,500.00	7	\$0.00	0	\$1,500.00	
Site 21										
73 Repair Feed Point	EA	~	\$600.00	~	\$600.00	0	\$0.00	0	\$600.00	100%
			Site 21 \$	Site 21 Sub Total	\$600.00		\$0.00		\$600.00	0
Site 22										
74 Directional Boring - CO1	H	278	\$8.00	278	\$2,224.00	0	\$0.00	278	\$2,224.00	0 100%
75 F&I Conductor #6 USE Cu - CO1	LF	834	\$2.20	834	\$1,834.80	0	00.0\$	934	\$1,834.80	0 100%
76 F&I Innerduct 1.5" Dia - CO1	LΕ	278	\$3.00	278	\$834.00		00.0\$ 0	0 278	\$834.00	0 100%
			Site 22	Site 22 Sub Total	\$4,892.80	0	\$0.00	0	\$4,892.80	0
Site 23										

		Contract	act	Pr	Previous	Current	ent		To Date	
1. Contract Work	Unit Qua	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
77 Remove Base - CO1	EA	-	\$500.00	_	\$500.00	0	\$0.00	_	\$500.00	100%
78 F&I Innerduct 1.5" Dia - CO1	H	10	\$20.00	10	\$200.00	0	\$0.00	10	\$200.00	100%
79 F&I Street Light Foundation - CO1	EA	~	\$1,000.00	~	\$1,000.00	0	\$0.00	←	\$1,000.00	100%
			Site 23 S	Site 23 Sub Total	\$1,700.00		\$0.00		\$1,700.00	
Site 24										
80 Remove Base - CO1	EA	~	\$500.00	_	\$500.00	0	\$0.00	~	\$500.00	100%
81 F&I Street Light Foundation - CO1	EA	_	\$1,000.00	~	\$1,000.00	0	\$0.00	-	\$1,000.00	100%
			Site 24 §	Site 24 Sub Total	\$1,500.00		\$0.00		\$1,500.00	
Site 25										
82 Remove Base - CO1	EA	$\overline{}$	\$500.00	_	\$500.00	0	\$0.00	_	\$500.00	100%
83 F&I Conductor #6 USE Cu - CO1	占	585	\$2.20	585	\$1,287.00	0	\$0.00	585	\$1,287.00	100%
			Site 25 \$	Site 25 Sub Total	\$1,787.00		\$0.00		\$1,787.00	
Site 26										
84 Remove Feed Point	EA	င	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	%0
85 F&I Feed Point	EA	~	\$9,000.00	0	\$0.00	0	\$0.00	0	\$0.00	%0
86 F&I Guard Post	EA	2	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00	%0 (
			Site 26	Site 26 Sub Total	\$0.00		\$0.00		\$0.00	
Site 27										
87 Rem & Repl Traffic Signal LED	EA	1660	\$100.00	1660	\$166,000.00	0	\$0.00	1660	\$166,000.00	100%
			Site 27	Site 27 Sub Total	\$166,000.00		\$0.00		\$166,000.00	
V	A. All Co	ontract Wo	A. All Contract Work Container Subtotal	r Subtotal	\$378,568.80	8	\$0.00		\$378,568.80	

10/07/2024 01:09 pm

			٥	nange	Change Order Item & Quantity Summary	& Qu	antity S	ummary		Chan	ge Order I	tem Pa	Change Order Item Payment Summary	ımary	Page :
2. Cha	nge (2. Change Orders	Pre	vious Tot	Previous Contract Totals	Ne	N Contr	New Contract Totals	P	Previous	Current	ent	7	To Date	52
CO# &	Line	Description	Unit Qty	aty	Price	Unit	Ωty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	t Quantity	Amount (\$)	% Comple
Change Order #1	Order	7#	Net	Conti	Net Contract Change: \$80,854.40	\$80	354.40								
		F&I													
New	2	Conductor #6 USE Cu	H.	0	\$2.20	L L	4812	\$2.20	3918	\$8,619.60	0	\$0.00	3918	\$8,619.60	81
New	C5	F&I Innerduct 1.5" Dia	ㅂ	0	\$3.00	H	1919	\$3.00	1621	\$4,863.00	0	\$0.00	1621	\$4,863.00	84
		F&I Street													
New	C3	Light	EA	0	\$1,000.00	EA	5	\$1,000.00	4	\$4,000.00	0	\$0.00	4	\$4,000.00	80
New	2	Directional	LF	0	\$8.00	F	1919	\$8.00	1621	\$12,968.00	0	\$0.00	0 1621	\$12,968.00	84
		Boring Fa-													
New	C5	F&I Foundation	EA	0	\$1,000.00	EA	~	\$1,000.00	1	\$1,000.00	0	\$0.00	O 	\$1,000.00	100
		Type V													
New	90	F&I Detection Preformed	EA	0	\$2,700.00	EA	0	\$2,700.00	6	\$24,300.00	0	\$0.00	0	\$24,300.00) 100
		Loop													
New	C7	Relocate Equipment Cabinet &	БA	0	\$12,780.00	EA	~	\$12,780.00	6	\$12,780.00	0	\$0.00	0	\$12,780.00	100
		Controller													
Ne	SS SS	F&I Signal Cable Loop I ead-in	H	0	\$2.00	LA	352	\$2.00	0 352	\$704.00	0	\$0.00	0 352	\$704.00	100
New	60	Remove Base	e EA	0	\$500.00	EA	4	\$500.00	4	\$2,000.00	0 0	\$0.00	0 4	\$2,000.00	0 100
		Repair Street													
New	C10		EA	0	\$3,375.00	EA	~	\$3,375.00	0	\$0.00	0	\$0.00	0	\$0.00	0
		Miscellaneous	S					,					i		

				hang	Change Order Item & Quantity Summary	& Qu	antity S	Summary		Chang	ge Order	Item Pay	Change Order Item Payment Summary	mary	Pag
2. Change Orders	ge O	rders	Pre	evious To	Previous Contract Totals	Ne	ν Contr	New Contract Totals	Pr	Previous	Current	ent.	То	To Date	je 53
CO# & Line Category No		Description Unit Qty	Unit	Q ty	Price	Unit	Ωty	Price	Quantity	Quantity Amount (\$) Quantity Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comple
	35			11 2			Chang	Change Order #1 Subtotals	Subtotals	\$71,234.60		\$0.00		\$71,234.60	
					B. All	Chan	ge Ord	B. All Change Order Work Paid Subtotal	Subtotal	\$71,234.60		\$0.00		\$71,234.60	
					C. A	I Cont	ract Wo	C. All Contract Work Container Subtotal	Subtotal	\$378,568.80		\$0.00		\$378,568.80	
					D. Total Contr	Cont	act Wo	ract Work Completed To Date	1 To Date					\$449,803.40	
				E. Tot	E. Total Contract Work		omple	Completed This Pay Estimate	Estimate			\$0.00			

^{*} Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

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3. Payment Adjustments	nt Adjus	tments	Contrac	it .	Pre	revious	Cu	Current		To Date	
Category	Line No	Description Unit Qty P	Unit Qty F	rice	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Price Quantity Amount (\$) Quantity Amount (\$) Quantity Amount (\$) % Complete

Contract Summary	
1. Original Contract Amount	Original contract amount \$399,276.80
2. Net Contract Change by Change Order	Sum of all net change order values \$80,854.40
3. Current Contract Amount	Sum of original contract amount and all change
	orders
Total Work Completed To Date	
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D
5. Total Contract Work Completed This Pay	Section 2 of This Estimate, Line E
Estimate	
Payment Adjustments	
6. Total Retainage Withheld @ 0% of Total	Line 4 x 0% \$0
Contract Work Completed to Date	
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total
	Retainage Withheld minus Line 6
8. Total Payment Adjustments This Pay	Section 3 of This Estimate, Line F
Estimate	
Payment Due Summary	
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To
	Date (Line G, Section Three)
10. Previous Payments	Sum of all previous Payments to Contractor
11. Payment Due This Estimate	Line 9 - Line 10 \$22,490.17

REPORT OF ACTION



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.

FM-24-A1

Type: Change Order #1

Location:

University Drive Floodwall

Date of Hearing:

10/21/2024

Routing

City Commission

Date 10/28/2024

PWPEC File

X

Project File

Jody Bertrand

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Jody Bertrand, related to Change Order #1 for a change in material length for the sheet pile to be installed as part of the wall stabilization portion of the project. This is a no cost change order.

Staff is recommending approval of Change Order #1.

On a motion by Steve Sprague, seconded by Michael Redlinger, the Committee voted to recommend approval of Change Order #1 to Industrial Builders Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 to Industrial Builders Inc.

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)

No
Ά
Ά
Ά

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

Present	Yes	No	<u>Unanimous</u>
			V
Γ			31:
V	V	Г	
~	V		
<u> </u>	V	Γ	Michael Redlinger
	Γ	Г	
~	[✓	Γ	
₩	₹		
V	V		

ATTEST:

C: Kristi Olson

Tom Knakmuhs, P.E.

City Engineer





225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Jody Bertrand, PE, CFM

Storm Sewer Utility Engineer

Date:

October 21, 2024

Re:

South University Floodwall Repair, Project No. FM-24-A1 - Change Order #1

Background:

The University Drive floodwall repair project was awarded to Industrial Builders Inc. (IBI) this past spring. Prior to the preconstruction meeting, IBI requested a change in material length for the sheet pile to be installed as part of wall stabilization portion of the project. Due to the standard factory lengths, it is more economical to install the standard length sheeting versus cutting each to the design lengths in the plans. The proposal was reviewed by Braun Intertec, the geotechnical engineer on the project, and the proposal was accepted for the additional length of installation but all components must be to the minimum design length dimensions in the failure plain area.

The change order request from IBI and KLJ's consultant recommendation letter are attached to this memorandum for your review along with Braun Intertec's geotechnical evaluation correspondence. KLJ has recommended approval of the proposed change order and Engineering concurs the requested material length change.

Recommended Motion:

Approval of Change Order #1 to Industrial Builders Inc. for the project sheet pile length installation modification as a no cost change order.

Attachment



300 23rd Ave E, Suite 100 West Fargo, ND 58078-7820 701 232 5353 KLJENG.COM

March 22, 2024 Roger Kluck, PE City of Fargo 225 4th St N Fargo, ND 58104

Re: FM-24-A1 - Change Order #1 - Sheet Pile Length Revisions

Dear Mr. Kluck:

On Friday, March 15, 2024, IBI requested permission to use revised sheet pile lengths in lieu of the sheet lengths included in the plans. See the attached request from IBI. This request is based on using standard sheets lengths. This request has been reviewed by KLI structural staff and the geotechnical engineer, Braun. See attached memo from Braun. Our team recommends one revision to IBI's request. We will require adequate length sheets be used between station 1+06.26 and 1+74.00 to meet or exceed the plan bottom of sheet elevation of 862.0 The table below summarizes the changes.

				Original	Prop	oosed Area	Difference	
Segment	Sta	to	Sta	Sheet Pile Area (sf)	Sheet length	Sheet Pile Area (sf)	(sf)	
1	0+70.63	to	1+08.12	1613	45	1687.05	74.98	
2 (1)	1+06.26	to	1+74.00	2744	45	3048.3	304.83	
2	1+74.00	to	3+90.12	8441	40	8644.8	204.06	
3	3+88.57	to	4+63.04	3054	40	2978.8	-74.47	
	Totals			15852		16358.95	509.4	

(1) - Meet or exceed plan bottom of sheet elevation of 862.0

KU has prepared updated plan sheets to show this change and attached them. Based on the revised sheet pile lengths, the quantity is increased by 509.4 SF. KU recommends that this change order be processed as a no cost change order regardless of the additional area of sheet pile required. This change order should also have no effect on the project schedule.



If you have any questions, please feel free to contact me at 701.271.4871 or scott.middaugh@kljeng.com.

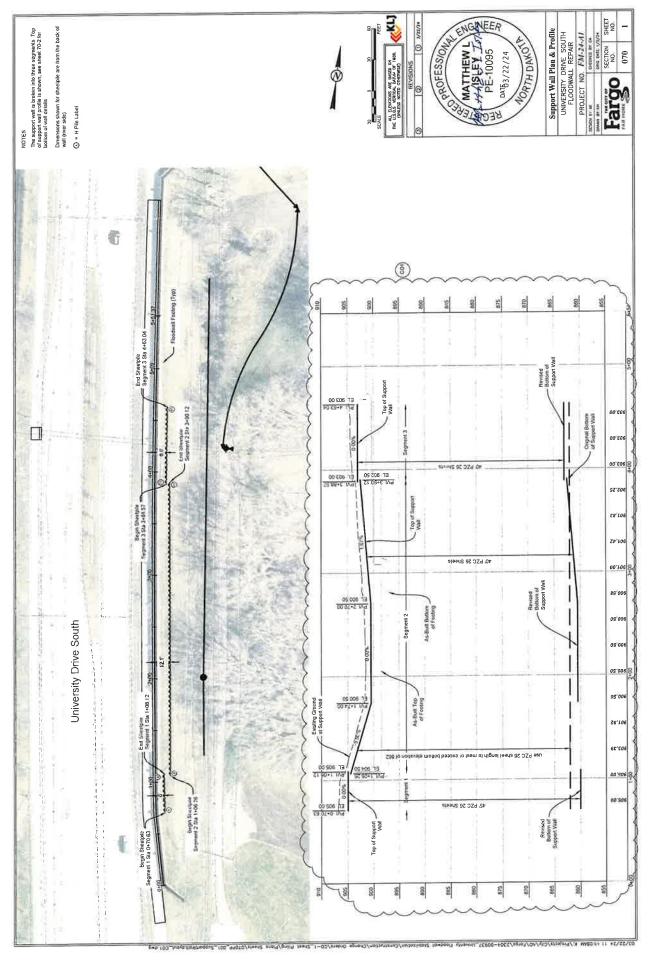
Sincerely,

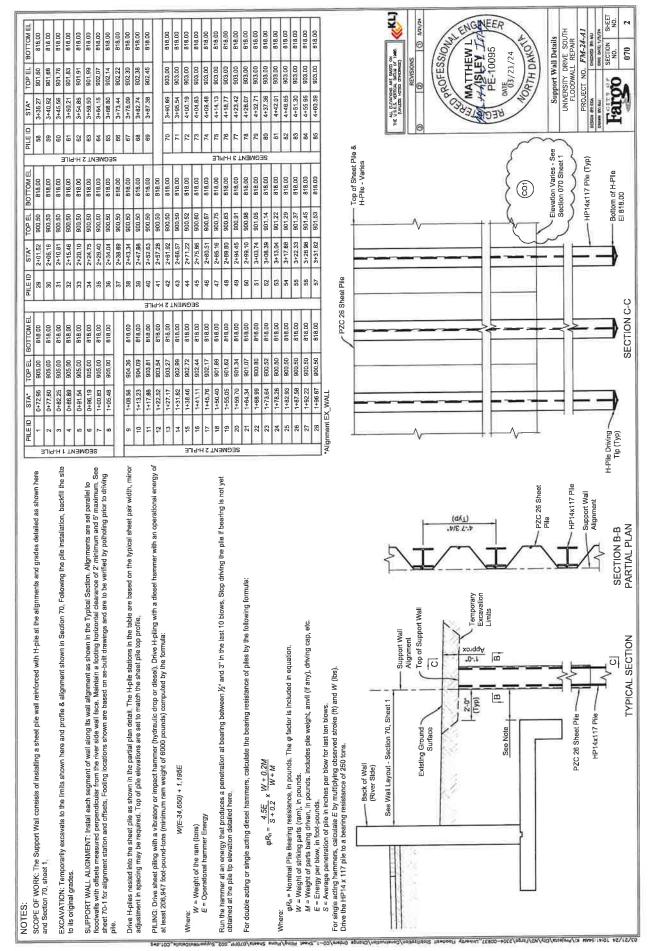
ΚIJ

Scott Middaugh Project Manager

Enclosure(s): IBI Email, Braun Intertec Memo, Revised Plan Sheets

Project #: 2304-00937





Page 62



Braun Intertec Corporation 526 10th Street NE, Suite 300 P.O. Box 485

West Fargo, ND 58078

Phone: 701.232.8701 Fax: 701.232.7817 Web: braunintertec.com

March 22, 2024 Project B2307546

Mr. Scott Middaugh
KLJ
300 23rd Avenue East, Suite 100
West Fargo, ND 58078

Re: Sheet Pile Length RFI

City of Fargo Project Number FM-24-A1 University Drive, North of 52nd Avenue South Fargo, North Dakota

Dear Mr. Middaugh:

Braun Intertec received the request for information (RFI) regarding sheet pile lengths on March 17, 2024. As described in the RFI, Industrial Builders, Inc., would like to modify the sheet pile lengths provided in our analysis for ease of purchasing and differentiating during installation. Industrial Builders, Inc. requested to use the following:

- 45' long sheets in Segment 1 (design length of 43')
- 40' long sheets in Segment 2 (design length ranging from about 42 1/2 to 38 1/2 feet)
- 40' long sheets in Section 3 (design length of 41 feet)

We reviewed our design analysis with these revised lengths. For Segment 1 the proposed lengths are longer than the design length and these are acceptable without further analysis.

For Segment 2, the design length is variable, with it ranging from 38 1/2 to 42 1/2 from the beginning of Segment 2 to Station 1+74. From Station 1+74 to the end of Segment 2 it ranges from 38 1/2 to 40 1/2 feet. We do not recommend an installation depth of 40 feet be used in the location where the design length is up to 42 1/2 feet. The other portions of the Segment the design length is just under the requested length, and these are acceptable.

For Segment 3, the design length is 1 foot longer than the proposed length and we reviewed our analysis in this area. The requested pile lengths at Segment 3 have a small impact on the deflections, stress, and slope factor of safety. Additionally, Segment 3 is primarily comprised of the 50-foot buffer for uncertainty used when selecting the limits of the wall repairs, i.e. it is outside of the area of clear distress to the floodwall from movement.

AA/EOE

KLJ Project B2307546 March 22, 2024 Page 2

It is our opinion the proposed lengths discussed in the RFI are acceptable, with the change that adequate length sheets be used in Segment 2 from the beginning of it to Station 1+74.00 to meet or exceed the plan bottom of sheet elevation of 862.0.

Remarks

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

If you have any questions about this Letter, please contact Ezra Ballinger at 701.205.2515 (eballinger@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

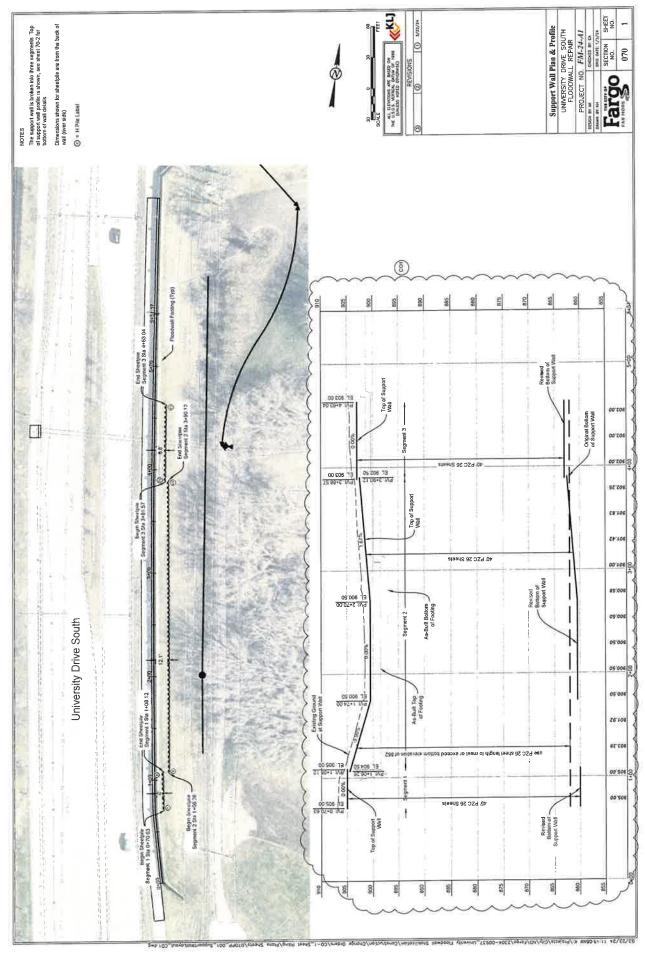
Ezra Ballinger, PE

Director, Principal Engineer

Attachments:

Revised Pile Layout





Scott Middaugh

From: Kent M Sand < Kent@industrialbuilders.com>

Sent: Friday, March 15, 2024 3:58 PM

To: Scott Middaugh

Subject: University Drive South Floodwall Repair FM-24-A1

Attachments: Univer Dr So PZC26 MAR 2024.pdf; Univer Dr So Proposed Sheet Pile Lengths MAR

2024.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott – We request approval to utilize PZC26 steel sheet pile in lengths as proposed on the attached table in lieu of the sheet lengths shown on plan section 070 sheet 1. Contact me should you have any questions or require additional information. Your prompt approval is requested to ensure timely mill rolling.

Regards,



Kent M Sand

Vice President of Estimating

Mobile: (701) 799-9507 • Office: (701) 356-9839

Email: Kent@industrialbuilders.com



IBI is an EOE All qualified applicants will receive consideration for employment without regard to race color religion sex sexual orientation gender identity, national origin, disapility or status as a protected veteran. All are encouraged to apply

From: Scott Middaugh <Scott.Middaugh@kljeng.com>

Sent: Friday, March 15, 2024 9:06 AM

To: Kent M Sand < Kent@industrialbuilders.com >

Cc: Roger Kluck < rkluck@FargoND.gov>

Subject: FM-24-A1

Kent,

It sounds like you got ahold of Braun regarding your sheet pile question. Can you please submit a formal RFI for this as well? We want to make sure it is documented appropriately.

Do you know when you are thinking about having a precon? There are some utilities that are planning to relocate prior to your work, it would be nice to get IBI's schedule so we can give them a deadline. We will also want to make sure that your schedule doesn't conflict with the riprap project that is ongoing in that location as well.

Thanks,

Scott Middaugh PE KLJ 701-271-4871 Direct

Page 66 701-799-5639 Cell 300 23rd Avenue East, Suite 100 West Fargo, ND 58078 kljeng.com

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

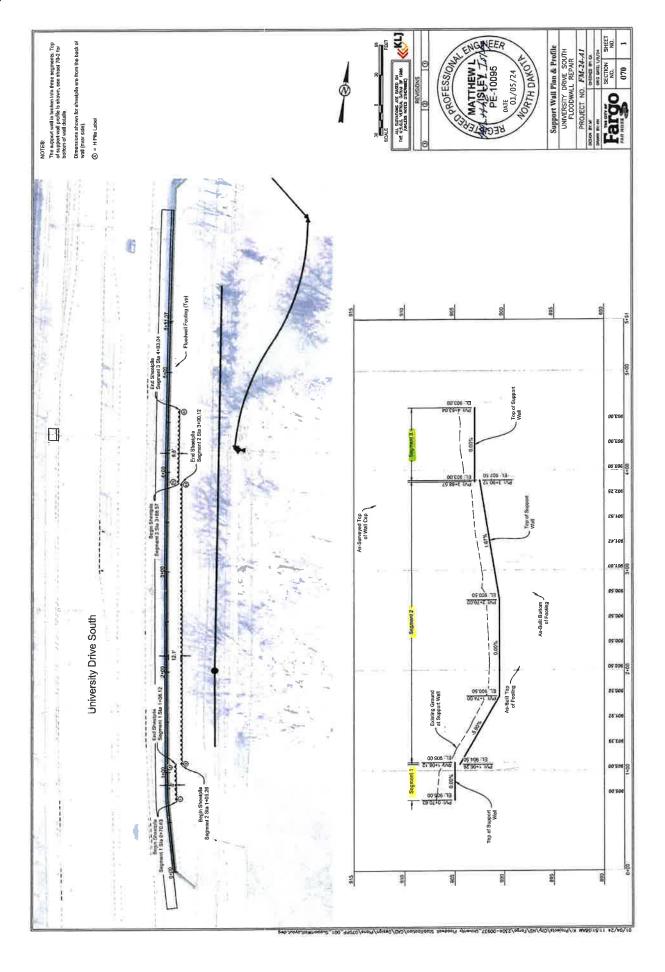
This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast Ltd, an innovator in Software as a Service (SaaS) for business. Providing a safer and more useful place for your human generated data. Specializing in; Security, archiving and compliance.

Date: 15 MAR 24

Project: U	University Drive South Floodwall Repair FM-24-A1	outh Floodwall R	Repair		Contractor: Industrial Builders, Inc. PO Box 406 Fargo, ND 58107	ıl Builders, Inc. .06 D 58107	
SHEET PILE							
SEGMENT 1		:	7	Plan Length	Plan	Proposed Length	Proposed SF
STA	0+70.63	1+08.12	37.49	43	1612.07	45	1687.05
SEGEMENT 2							
STA	1+74.00	2+70.00	96	38.5	3696	40	3840
	2+70.00	3+90.12	120.12	39.5 (38.5-40.5; 39.5 average)	4744.74	40	4804.8
	1+6.26	1+74.00	67.74	40.5 (38.5-42.5; 40.5 average)	2743.47	40	2709.6
SEGMENT3							
STA	3+88.57	4+63.04	74.47	41	3053.27	40	2978.8
				Total Plan S	Total Plan SF: 15849.55	Total Proposed SF: 16020.25	16020.25

+ 168.25

Bid Qty: 15852





CHANGE ORDER REPORT FLOOD CONTROL CONSTRUCTION PROJECT NO. FM-24-A1 SOUTH UNIVERSITY DRIVE JUST NORTH OF 52ND AVE S

Change Order No

1

Change Order Date

10/16/2024

Contractor

Industrial Builders 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 # 1

This change order is for a request in sheet pile length to be modified by the contractor due to standard sheet pile lengths manufactured. Additional length sheet pile will be installed in three of the four installation zones with an increased quantity of 509.4 SF. This revision will save the contractor installation costs and will be processed as a No Cost Increase change order.

Section	Line	Item	Unit	Orig Cont	Prev C/O	Prev Cont	Curr C/O	Tot Cont	Unit Price	C/O Ext Price
Section	No	Description	Oilit	Qty	Qty	Qty	Qty	Qty	(\$)	(\$)
									Sub Total	\$0.00

<u>Summary</u>

Source Of Funding Net Amount Change Order # 1 (\$) Previous Change Orders (\$) Original Contract Amount (\$) Total Contract Amount (\$)

Sales Tax Funds-Flood Control-460 \$0.00 \$0.00 \$2,549,697.75

T-Cee

\$2,549,697.75

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

APPROVED

For Contractor

Title

Jason Schultz Project Manager

APPROVED DATE

Department Head

Mayor Attest





Engineering Department 225 4th Street North

Fargo, ND 58102 Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov

www.FargoND.gov

October 24, 2024

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

Re: Declare protest insufficient for Improvement District No. FP-19-A4

Dear Commissioners:

Improvement District No. FP-19-A4 was created by City Commission on September 16, 2024, and the resolution declaring the improvements necessary was first advertised on September 25, 2024. NDCC 40-22-17 states that "within thirty days after the first publication of the resolution declaring the necessity of an improvement project of the type specified in any one of the subsections of section 40-22-01, the owners of any property within the improvement district file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said resolution, the governing body of the municipality, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof".

Typically, the determination of sufficiency occurs at the same time City Commission considers Engineering's recommendation to award, or reject, a construction contract for improvements. However, due to a change in the original bid opening date, bids for the project have not been opened yet. No protests were received, and to ensure compliance with Century Code, Engineering requests that City Commission take action to determine protests as insufficient.

Recommended Motion

Declare protests insufficient for Improvement District No. FP-19-A4.

Sincerely

Tom Knakmuhs, PE

City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FP-19-A0 Type: Contract Amendment #3

Location: 52nd – 76th Ave. S. & Veterans – I-29 Date of Hearing: 10/21/2024

 Routing
 Date

 City Commission
 10/28/2024

 PWPEC File
 X

 Project File
 Nathan Boerboom

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, related to Contract Amendment #3 submitted by Houston Engineering in the amount of \$501,000.00 for additional work.

City staff determine that it would be more cost effective to fully complete the remaining portions of the project under a single contract rather than through multiple smaller projects. This will also position the City to support new development adjacent to the ponds more quickly than if additional phases were required. In addition to the extra work completed during the design phase, the proposed contract amendment includes budget for construction administration, observation and survey services during construction.

Staff is recommending approval of Contract Amendment #3 in the amount of \$501,000.00, bringing the total contract amount to \$1,490,000.00.

On a motion by Steve Sprague, seconded by Michael Redlinger, the Committee voted to recommend approval of the Contract Amendment #3 to Houston Engineering.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Susan Thompson, Finance Director

Concur with the recommendations of PWPEC and approve Contract Amendment #3 to Houston Engineering in the amount of \$501,000.00, bringing the total contract amount to \$1,490,000.00.

Recommended source of funding for project:	Special Assessments	=
		Yes No
Developer meets City policy for payment of deline	quent specials	N/A
Agreement for payment of specials required of de		N/A
Letter of Credit required (per policy approved 5-2)		N/A

retter of cledit tedriled (bet bolicy approved a Unanimous Present Yes No COMMITTEE Г Г Γ Tim Mahoney, Mayor V V Nicole Crutchfield, Director of Planning V V Steve Dirksen, Fire Chief V V Michael Redlinger Brenda Derrig, Assistant City Administrator Ben Dow, Director of Operations V V Steve Sprague, City Auditor 4 V Tom Knakmuhs, City Engineer V V

ATTEST:

Tom Knakmuhs, P.E.

City Engineer



Engineering Department

225 4th Street North Fargo, ND 58102

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

www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Nathan Boerboom

Date:

October 17, 2024

Subject:

Contract Amendment #3

Southwest Regional Stormwater Pond - Project #FP-19-A0

Background:

The design of the next phase of construction for the Southwest Regional Stormwater Pond has been completed. This phase includes the full excavation of both the north and south ponds, grading and graveling 64th Avenue South from 45th Street South to Veterans Boulevard, the installation of box culverts for stormwater conveyance at 64th Avenue South and 45th Street South, and pedestrian box culverts at the same locations.

City staff determined that it would be more cost effective to fully complete the remaining portions of the project under a single contract rather than through multiple smaller projects. This approach will also position the City to support new development adjacent to the ponds more quickly than if additional phases were required.

The previously approved scope of work with Houston Engineering anticipated a smaller excavation area, covering only a portion of the north pond, without the full excavation of both the north and south ponds, grading of 64th Avenue South, or the box culvert installations. As a result, Houston Engineering is requesting a contract amendment to cover the additional engineering services required to complete the revised scope of work. The breakdown of the additional work is as follows:

- Grading plan revisions for the pond south of 64th Avenue South, based on newly acquired land.
- Conceptual bike trail layout to determine the locations for pedestrian box culvert crossings at 64th Avenue South and 45th Street South.
- Coordination with the Fargo Park District to support their grant application for future bike trails.
- Design and drafting of easement documents for clay stockpile locations.
- Additional geotechnical exploration and analysis.
- Additional environmental documentation and permitting.

In addition to the extra work completed during the design phase, the proposed contract amendment includes budget for construction administration, observation and survey services during construction.

The additional tasks and budget increases are as follows:

- Phase 4, Task 1: Design and Construction Documents Amendment Increase of \$235,000.
- Phase 4, Task 2: Construction Administration, Observation, and Staking Increase of \$335,000.

The total amendment being requested is \$895,000. However, there is \$69,000 remaining from a previous amendment that is no longer needed. Therefore, the net amount being requested for this current amendment is \$501,000.

Recommended Motion:

Approval of Contract Amendment #3 for FP-19-A0 in the amount of \$501,000 to Houston Engineering.

NAB/jmg

1401 21st Avenue North Fargo ND 58102



ENGINEERING TASK ORDER

AMENDMENT NO. 3 – FOR ADDITIONAL ENGINEERING SERVICES

Date: October 17, 2024

City of Fargo Project No. FP-19-A0 Project:

SW Regional Stormwater Pond Masterplan

HEI Project No. 6059-0168

Client: City of Fargo

> 225 4th Street North Fargo, ND 58102 Phone (701) 241-1545

Location

of Project: City of Fargo, Cass County, North Dakota

Description of Work:

This contract amendment is for additional Professional Engineering services for the above referenced project. The original project was proposed to be constructed in 4 separate phases consisting of approximately 500,000 CY of excavation per phase. Phase 1 of the project was constructed in 2021. In May of 2022 a contract amendment (Amendment No. 2) was approved by the City for the design and construction of Phase 2 of the project consisting of approximately 500,000 CY of excavation. For various reasons, the Phase 2 project was delayed. In 2024 the City decided to revise the scope of the Phase 2 project to fully construct the remainder of the project in its entirety. They also determined that a road raise of 64th Ave S would be necessary. After consulting with the Fargo Park District, planning for a future bike trail around the SW Pond completed and it was determined that pedestrian box culvert crossings at 64th Ave S and 45th St S should be included in the project. This amendment is to cover the additional design and construction engineering services for the revised Phase 2 project.

PHASE 4 – SW POND PHASE 2 DESIGN AND CONSTRUCTION AMENDMENT

Task 1 - Design and Construction Documents Amendment

The amendment for this task consists of the following additional engineering services:

- Grading plan revisions for the pond south of 64th Ave S based on land acquired by the City of Fargo.
- Conceptual bike trail layout to determine locations for pedestrian box culvert crossings at 64th Ave S and 45th St S.

Thief River Falls 218 681 2951 218.681.2987



October 17, 2024 Page 2

- Clay stockpile location design on Tones, Hector, and City owned lands.
- Final design and bid documents for the revised Phase 2 scope.
- Additional geotechnical exploration and analysis
- Additional environmental documentation and permitting

At the completion of this phase, we will deliver construction documents to the City for bidding in 2024. We will also assist the City during the bidding process by answering bid questions and preparing addenda if necessary

Phase 4 Task 1 Fee Amendment \$235,000

Task 2 - Construction Administration, Observation, and Staking

This task is for construction administration, observation, and staking services during construction of the revised Phase 2 project. Construction of this project is anticipated to be completed over 2 construction seasons (2025 & 2026). In developing the scope for this task, we have made the following assumptions:

2025 Construction (30.5 Weeks)

- 10 weeks of full time construction observation with 50 hours per week of field time to observe construction of the work on 45th St S and the 64th Ave S pond crossing
- 20.5 weeks of part time construction observation with 30 hours per week of field time to observe earthwork operations
- 6 hours per week of office time for construction administration
- We have also assumed an average of 4 hours per week for construction staking and survey for quantity tracking

2026 Construction (26 Weeks)

- 10 weeks of full time construction observation with 50 hours per week of field time to observe construction of the 64th Ave S road raise
- 16 weeks of part time construction observation with 30 hours per week of field time to observe earthwork operations
- 6 hours per week of office time for construction administration
- We have also assumed an average of 4 hours per week for construction staking and survey for quantity tracking

As was the case with the Phase 1 project construction, we have assumed that the City will contract separately with a geotechnical engineering firm to perform construction material testing for the Phase 2 project construction. Therefore, our fee does not include budget for construction material testing.

Phase 4 Task 2 Fee Amendment \$335,000

Total Phase 4 Fee Amendment \$570,000



October 17, 2024 Page 3

PROPOSED AMENDMENT 3 FEE

The total requested fee amendment for the above-described scope of services is \$570,000. Amendment 2 included scope to complete a grading plan and construction services to allow the City of Horace to remove borrow from the proposed phase 2 pond area. HEI completed the grading plan; however, the City of Horace never removed material from the pond. The original budget for that task was \$90,000, of which \$69,000 was not utilized. This previously authorized budget will be applied towards the \$570,000 request. **This results in a net Amendment 3 Fee of \$501,000.** Additional work required beyond the scope listed above will require a task order amendment. Houston Engineering, Inc. will perform the services as outlined above. Tasks will be performed at our hourly rates in effect at the time the work is completed.

The work outlined in this amendment will be completed in a timely manner and will commence upon receipt of a Task Order Amendment from the City of Fargo in accordance with the 2019-2021 Professional Engineering, Land Surveying, and Land Management Master Services Agreement between Owner and Consultant of Engineering Consultation Services. We appreciate the opportunity to continue working with the City on this project.

Sincerely,

HOUSTON ENGINEERING, INC.

Michael P. Love, PE

H:\JBN\6000\6059\6059_0168 SW Pond Planning\PM\Amendment 3\FP-19-A0 - Houston Task Order #1 - Amendment #3.docx





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

October 10, 2024

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

Re:

Access Easements - Southeast Cass Water Resource District

Improvement District #BN-24-B1

Dear Commissioners:

Accompanying for City Commission review and approval are (2) Access Easements with the Southeast Water Resource District in association with Improvement District #BN-24-B1.

45th Street North & 44th Street North

RECOMMENDED MOTION:

Approve (2) Access Easements with the Southeast Cass Water Resource District.

Please return the signed originals.

Respectfully submitted.

Shawn G. Bullinger

Land Acquisition Specialist

C: Will Bayuk

ACCESS EASEMENT

(Storm Sewer, Sanitary Sewer, and Water Main)

THIS EASEMENT is made this general day of Coroser, 2024, by the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the "District"); and the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 (the "City").

RECITALS

- A. The District owns, operates, and maintains Cass County Drain No. 40 ("Drain 40"), a legal assessment drain; portions of Drain 40 are located within the City's municipal boundaries.
- B. The City plans to construct, operate, and maintain underground storm sewer, sanitary sewer, and a water supply lines and related infrastructure along, in, under, across, and through Drain 40, along with associated appurtenances (collectively, the "City Infrastructure"), all on property owned or controlled by the District.
- C. The District has agreed to convey an easement to the City for purposes of the construction, operation, and maintenance of the City Infrastructure, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. The City Infrastructure Property. The District grants and conveys to the City a non-exclusive, permanent easement, including the easement rights described in this Easement, along, in, under, across, and through the following real property in Cass County, North Dakota:

See survey and legal description attached as **Exhibit A**.

The property described above is the "City Infrastructure Property." The District does not warrant

Page 2

fee simple ownership of the City Infrastructure Property and only conveys those rights to the City permitted under North Dakota law that are consistent with the District's rights in the City Infrastructure Property.

- Easement Rights. Under this Easement, the District grants to the City, and the 2. City's officers, employees, agents, representatives, consultants, and contractors, a permanent and perpetual easement along, in, under, across, and through the City Infrastructure Property for the following purposes: installing, constructing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing the City Infrastructure; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, or other materials; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the City Infrastructure Property; and the right to perform any other work necessary and incident to the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Infrastructure, together with all necessary and reasonable rights of ingress and egress to and from the City Infrastructure Property. The City is solely responsible for the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Infrastructure at the City's sole cost.
- Drainage Priority and Use. The parties understand and agree that Drain 40 is a public facility that provides drainage benefits and other important public benefits to Cass County and its residents, including the City and residents of the City, and further agree the District's use of Drain 40, including the City Infrastructure Property, as a drainage facility takes priority over any other use of the City Infrastructure Property, including the City's use of the City Infrastructure Property for the City Infrastructure.
- 4. No Unreasonable Interference. The District will not unreasonably interfere with the City's easement rights under this Easement. However, the District's priority use of Drain 40 for drainage, flood protection, or other emergency purposes may require and include temporary disruptions or interference with the City's interest in the City Infrastructure Property. The District will use reasonable care to avoid any damages to the City Infrastructure, associated appurtenances, and other storm sewer infrastructure; however, the District will not be liable or responsible for any damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of Drain 40 by the District, its officers, agents, representatives, employees, consultants, or contractors. In the event any reconstruction, modification, or improvement of Drain 40 requires any modifications to the City Infrastructure, associated appurtenances, or other storm sewer infrastructure, the City will modify or relocate the City Infrastructure at the City's expense and, if necessary, the parties will amend this Easement for purposes of redefining the "City Infrastructure Property."

- 5. <u>Improvements and Repairs to the City Infrastructure Property</u>. Any improvements or repairs to the City Infrastructure Property are subject to the following:
 - a. Prior to the City's construction, reconstruction, or other improvements of the City's City Infrastructure, the City must provide plans and specifications to the District, and the District must first give prior written consent to the design of any construction or improvements; the District will not unreasonably withhold consent.
 - b. The City will operate and maintain the City Infrastructure and related appurtenances at the City's sole cost.
 - c. The City will obtain the District's prior written consent prior to commencing any structural repairs, modifications, or improvements to the City Infrastructure on or adjacent to the City Infrastructure Property that require excavation; the District will not unreasonably withhold consent.
 - d. The City will design and construct any and all improvements and required maintenance on the City Infrastructure in a manner that ensures adequate drainage of the City Infrastructure Property, with a finished grade that drains the City Infrastructure Property, and that does not result in ponding in or on Drain 40.
 - e. With the exception of the City Infrastructure and related appurtenances, the City will not construct any improvements along, in, under, across, over, upon, or through any portion of the City Infrastructure Property; the City will not place any fixtures, equipment, or other personal property on any portion of the City Infrastructure Property; the City will not construct or install, or allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances along, in, under, across, over, upon, or through the City Infrastructure Property; the City will not encumber any portion of the City Infrastructure Property; and the City will not otherwise alter any portion of the City Infrastructure Property without prior consent from the District; the District will not unreasonably withhold consent.
 - f. The City will repair the City Infrastructure Property and will repair or replace any of the District's structures, facilities, right of way, or any other property owned by the District damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, and removal of the City Infrastructure or otherwise damaged as a result of the City's use, access, ingress, and egress granted under this Easement; the City will otherwise repair and return the City Infrastructure Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost.
 - g. The City will promptly cease any activity and remove any structure or obstruction that interferes with Drain 40 or the District's use of the City Infrastructure Property, at the City's sole cost.

- 6. <u>Term</u>. The rights granted under this Easement are permanent and will only terminate if necessary to protect the integrity of Drain 40; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over Drain 40; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove any improvements from Drain 40, at the City's sole cost.
- The City will be solely responsible for all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the City Infrastructure by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the City Infrastructure Property by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; or any act, error, or omission of the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees, including any failure to perform under this Easement.
- 8. <u>Compliance with Laws</u>. The City, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the City Infrastructure or the City's other permissible use, access, ingress, and egress rights upon, over, or across any of the City Infrastructure Property.
- 9. **Forbearance.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
- 10. Governing Law. This Easement will be construed and enforced in accordance with North Dakota law.
 - 11. <u>Interpretation</u>. This Easement will be construed as if prepared by both parties.
- 12. Severability. If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Easement is invalid, illegal, or unenforceable.

Page 5

- 13. <u>Entire Agreement</u>. This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.
- 14. <u>Assignment</u>. Neither party may transfer or assign this Easement, or any rights or obligations under this Easement, without the express written consent of the other party.
- 15. <u>Binding Effect</u>. The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and assigns.
- 16. <u>Modifications</u>. Any modifications or amendments of this Easement must be in writing and signed by the District and the City and must be recorded in the Cass County Recorder's Office.
- 17. <u>Headings</u>. Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]

	By: Keith Weston, Chairman
ATTEST:	
Melissa Hinkemeyer, Secretary	
STATE OF NORTH DAKOTA)) ss. COUNTY OF CASS)	
County and State, personally appeared Keith W	O24, before me, a Notary Public in and for said Veston and Melissa Hinkemeyer, to me known to Southeast Cass Water Resource District, and who reledged to me that they executed the same on vistrict.
(SEAL) SEAL) OBLIC OS-28 ONOTAIN O	Notary Public, Cass County, ND

	CITY OF FARGO
	By: Timothy J. Mahoney, M.D., Mayor
ATTEST:	
Steven Sprague, City Auditor	 :
STATE OF NORTH DAKOTA) ss COUNTY OF CASS)	
County and State, personally appeared known to be the Mayor and City Auditor	, 2024, before me, a Notary Public in and for said imothy J. Mahoney, M.D., and Steven Sprague, to me respectively, of the City of Fargo, and who executed the I to me that they executed the same on behalf of the
	Notary Public, Cass County, ND
(SEAL)	

Southeast Cass Water Resource District City of Fargo Easement - Drain 40 Storm Sewer, Sanitary Sewer, Water Main

Page 8

The legal descriptions contained in this document were drafted by:

Joshua J. Nelson, LS-27292 RJN Survey LLC 1218 - 55th Street North Fargo, North Dakota 58102

Southeast Cass Water Resource District City of Fargo Easement - Drain 40 Storm Sewer, Sanitary Sewer, Water Main

Page 9

EXHIBIT A

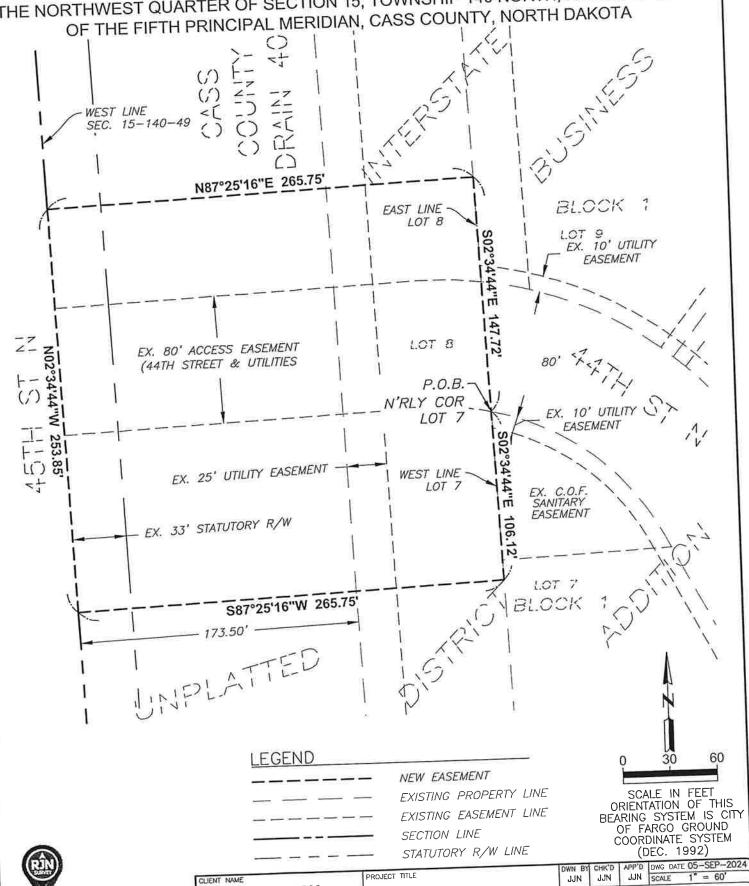
Legal Description and Survey of the City Infrastructure Property

1218 55th Street North

Fargo, ND 58102 Emaîl: josh@rjnsurvey.com

EASEMENT EXHIBIT

PART OF LOT 8, BLOCK 1 OF INTERSTATE BUSINESS DISTRICT ADDITION AND PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 140 NORTH, RANGE 49 WEST



PROJECT TITLE

EASEMENT EXHIBIT

CITY OF FARGO

225 4TH STREET NORTH

FARGO, ND 58102

JJN

PROJECT

24-140

SHEET NO.

1 OF 2

& Time: 5 September 2024

Date

EASEMENT EXHIBIT

PART OF LOT 8, BLOCK 1 OF INTERSTATE BUSINESS DISTRICT ADDITION AND PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

EASEMENT DESCRIPTION

That part of Lot 8, Block 1 of INTERSTATE BUSINESS DISTRICT ADDITION to the City of Fargo, Cass County, North Dakota and part of the Northwest Quarter of Section 15, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

BEGINNING at the northerly corner of Lot 7, Block 1 of INTERSTATE BUSINESS DISTRICT ADDITION to the City of Fargo, according to the recorded plat thereof, said County; thence South 02 degrees 34 minutes 44 seconds East on the west line of said Lot 7 a distance of 106.12 feet; thence South 87 degrees 25 minutes 16 seconds West a distance of 265.75 feet to the west line of said section; thence North 02 degrees 34 minutes 44 seconds West on said west line a distance of 253.85 feet; thence North 87 degrees 25 minutes 16 seconds East a distance of 265.75 feet to a point of intersection with the east line of Lot 8, said addition; thence South 02 degrees 34 minutes 44 seconds East on said east line a distance of 147.72 feet to the POINT OF BEGINNING.

Tract Contains 67,459 square feet, more or less, and is subject to Easements, Reservations, Restrictions and Rights-of-Way of record.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Land Surveyor under the laws of the State of North Dakota.

Joshua J. Nelson, PLS

Req. No.

LS-27292

DATE: 9/5/2024



CITY OF FARGO 225 4TH STREET NORTH FARGO, ND 58102

PROJECT TITLE

EASEMENT EXHIBIT

DWG DATE 05-SEP-2024 JJN SCALE JJN JJN 1" = 60 SHEET NO ROJECT NO.

2 OF 2

24-140

ACCESS EASEMENT

(Storm Sewer Easement)

THIS EASEMENT is made this day of of other day of other day of other day of other day of the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the "District"); and the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 (the "City").

RECITALS

- A. The District owns, operates, and maintains Cass County Drain No. 40 ("Drain 40"), a legal assessment drain; portions of Drain 40 are located within the City's municipal boundaries.
- B. The City plans to install a new storm sewer trunk line, to serve development east of Drain 40 and north of Cass County Highway 20, that will discharge into Drain 40; the new storm sewer trunk line and the outfall into Drain 40 are, collectively, the "Storm Sewer Infrastructure."
- C. The District has agreed to convey an easement to the City for purposes of the construction, operation, and maintenance of the Storm Sewer Infrastructure on the District's Drain 40 right of way, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. <u>The Storm Sewer Property</u>. The District grants and conveys to the City a non-exclusive, permanent easement, including the easement rights described in this Easement, upon, over, across, and through the following real property in Cass County, North Dakota:

See survey and legal description attached as Exhibit A.

The property described above is the "Storm Sewer Property." The District does not warrant fee simple ownership of the Storm Sewer Property and only conveys those rights to the City permitted under North Dakota law that are consistent with the District's rights in the Storm Sewer Property.

- 2. Easement Rights. Under this Easement, the District grants to the City, and the City's officers, employees, agents, representatives, consultants, and contractors, a permanent and perpetual easement upon, over, in, under, across, and through the Storm Sewer Property for the following purposes: installing, constructing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing the Storm Sewer Infrastructure and all associated appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, or other materials; moving, storing, and removing equipment, materials, and supplies, removing trees, underbrush, vegetation, and obstructions that interfere with the installation or construction of the Storm Sewer Property; and the right to perform any other work necessary and incident to the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the Storm Sewer Infrastructure and all associated appurtenances, together with all necessary and reasonable rights of ingress and egress to and from the Storm Sewer Property. The City is solely responsible for the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the Storm Sewer Infrastructure and all associated appurtenances at the City's sole cost.
- 3. <u>Drainage Priority and Use</u>. The parties understand and agree that Drain 40 is a public facility that provides drainage benefits and other important public benefits to Cass County and its residents, including the City and residents of the City, and further agree the District's use of Drain 40, including the Storm Sewer Property, as a drainage facility takes priority over any other use of the Storm Sewer Property, including the City's use of the Storm Sewer Property for the Storm Sewer Infrastructure.
- 4. No Unreasonable Interference. The District will not unreasonably interfere with the City's easement rights under this Easement. However, the District's priority use of Drain 40 for drainage, flood protection, or other emergency purposes may require and include temporary disruptions or interference with the City's interest in the Storm Sewer Property. The District will use reasonable care to avoid any damages to the Storm Sewer Infrastructure, associated appurtenances, and other storm sewer infrastructure; however, the District will not be liable or responsible for any damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of Drain 40 by the District, its officers, agents, representatives, employees, consultants, or contractors. In the event any reconstruction, modification, or improvement of Drain 40 requires any modifications to the Storm Sewer Infrastructure, associated appurtenances, or other storm sewer infrastructure, the City will modify the Storm Sewer Infrastructure at the City's expense and, if necessary, the parties will amend this Easement for purposes of redefining the "Storm Sewer Property."
- 5. <u>Improvements and Repairs to the Storm Sewer Property</u>. Any improvements or repairs to the Storm Sewer Property are subject to the following:
 - a. Prior to the City's construction, reconstruction, or other improvements of the City's Storm Sewer Infrastructure, the City must provide plans and specifications to the District, and the District must first give prior written consent to the design of any construction or improvements; the District will not unreasonably withhold consent.

- b. The City will operate and maintain the Storm Sewer Infrastructure and related appurtenances at the City's sole cost.
- c. The City will obtain the District's prior written consent prior to commencing any structural repairs, modifications, or improvements to the Storm Sewer Infrastructure on or adjacent to the Storm Sewer Property that require excavation; the District will not unreasonably withhold consent.
- d. The City will design and construct any and all improvements and required maintenance on the Storm Sewer Infrastructure in a manner that ensures adequate drainage of the Storm Sewer Property, with a finished grade that drains the Storm Sewer Property, and that does not result in ponding in or on Drain 40.
- e. With the exception of the Storm Sewer Infrastructure and related appurtenances, the City will not construct any improvements in, upon, under, over, or across any portion of the Storm Sewer Property; the City will not place any fixtures, equipment, or other personal property on any portion of the Storm Sewer Property; the City will not construct or install, or allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the Storm Sewer Property; the City will not encumber any portion of the Storm Sewer Property without prior consent from the District; the District will not unreasonably withhold consent.
- f. The City will repair the Storm Sewer Property and will repair or replace any of the District's structures, facilities, right of way, or any other property owned by the District damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, and removal of the Storm Sewer Infrastructure or otherwise damaged as a result of the City's use, access, ingress, and egress granted under this Easement; the City will otherwise repair and return the Storm Sewer Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost.
- g. The City will promptly cease any activity and remove any structure or obstruction that interferes with Drain 40 or the District's use of the Storm Sewer Property, at the City's sole cost.
- 6. <u>Term</u>. The rights granted under this Easement are permanent and will only terminate if necessary to protect the integrity of Drain 40; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over Drain 40; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove any improvements from Drain 40, at the City's sole cost.

- The City will be solely responsible for all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the Storm Sewer Infrastructure by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the Storm Sewer Property by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; or any act, error, or omission of the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees, including any failure to perform under this Easement.
- 8. <u>Compliance with Laws</u>. The City, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the Storm Sewer Infrastructure or the City's other permissible use, access, ingress, and egress rights upon, over, or across any of the Storm Sewer Property.
- 9. <u>Forbearance</u>. The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
- 10. Governing Law. This Easement will be construed and enforced in accordance with North Dakota law.
 - 11. **Interpretation.** This Easement will be construed as if prepared by both parties.
- 12. <u>Severability</u>. If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Easement is invalid, illegal, or unenforceable.
- 13. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.
- 14. **Assignment.** Neither party may transfer or assign this Easement or any rights or obligations under this Easement without the express written consent of the other party.

Page 5

- 15. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and assigns.
- 16. <u>Modifications</u>. Any modifications or amendments of this Easement must be in writing and signed by the District and the City and must be recorded in the Cass County Recorder's Office.
- 17. <u>Headings</u>. Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]

	OUTHEAST CASS WATER RESOURCE DISTRICT Lith Weston, Chairman
ATTEST:	
Men Moderand Melissa Hinkemeyer, Secretary	
STATE OF NORTH DAKOTA)) ss. COUNTY OF CASS)	
On this 8 day of 0, 2024, before a County and State, personally appeared Keith Weston and Mel the Chair and Secretary, respectively, of the Southeast Cass executed the foregoing instrument, and acknowledged to me to of the Southeast Cass Water Resource District.	issa Hinkemeyer, to me known to be Water Resource District, and who
(SEAL)	Notary Public, Cass County, ND

	CITY OF FARGO
ATTEST:	By: Timothy J. Mahoney, M.D., Mayor
ATTEST.	
Steven Sprague, City Auditor	
STATE OF NORTH DAKOTA): COUNTY OF CASS)	SS.
County and State, personally appeared known to be the Mayor and City Audito	, 2024, before me, a Notary Public in and for said Timothy J. Mahoney, M.D., and Steven Sprague, to me or, respectively, of the City of Fargo, and who executed the ed to me that they executed the same on behalf of the City
(SEAL)	Notary Public, Cass County, ND

Page 8

The legal descriptions contained in this document were drafted by:

Joshua J. Nelson, LS-27292 RJN Survey LLC 1218 - 55th Street North Fargo, North Dakota 58102

Southeast Cass Water Resource District City of Fargo Storm Sewer Easement

Page 9

EXHIBIT A

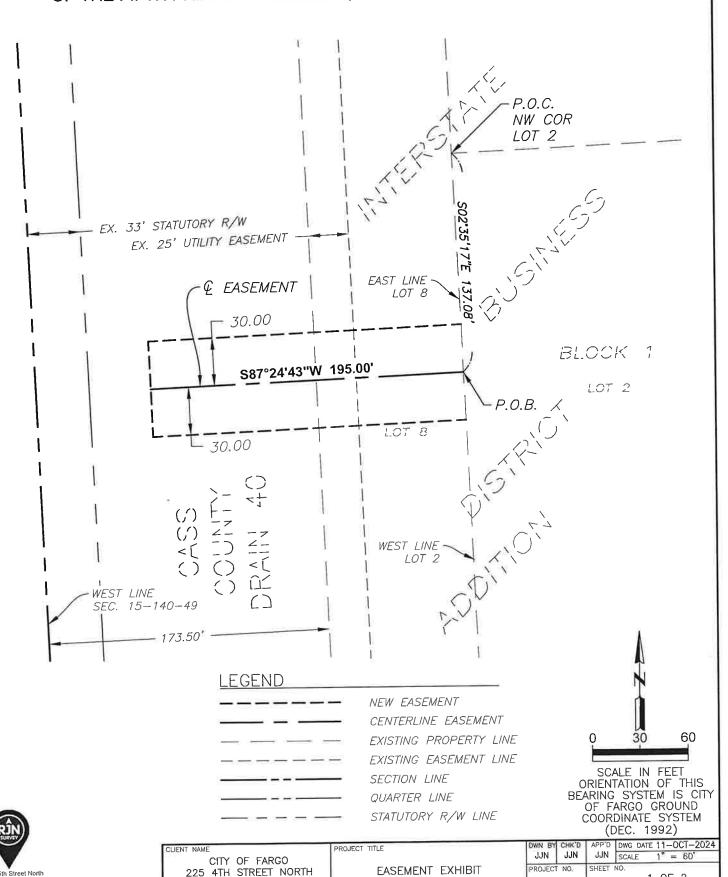
Legal Description and Survey of the Storm Sewer Property

1218 55th Street North

Fargo, ND 58102 ail_josh@rjnsurvey.com

EASEMENT EXHIBIT

PART OF LOT 8, BLOCK 1 OF INTERSTATE BUSINESS DISTRICT ADDITION AND PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA



FARGO, ND 58102

1 OF 2

24-140

EASEMENT EXHIBIT

PART OF LOT 8, BLOCK 1 OF INTERSTATE BUSINESS DISTRICT ADDITION AND PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA

LASEMENT DESCRIPTION	EASEMENT	DESCRIPTION
----------------------	----------	-------------

A 60.00 foot wide easement for storm sewer purposes over, under and across the following described property:

That part of Lot 8, Block 1 of INTERSTATE BUSINESS DISTRICT ADDITION to the City of Fargo, Cass County, North Dakota and part of the Southwest Quarter of Section 15, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota.

The centerline of said easement is described as follows:

COMMENCING at the northwest corner of Lot 2, Block 1 of INTERSTATE BUSINESS DISTRICT ADDITION to the City of Fargo, according to the recorded plat thereof, said County; thence South 02 degrees 35 minutes 17 seconds East on the west line of said Lot 2 a distance of 137.08 feet to the POINT OF BEGINNING; thence South 87 degrees 24 minutes 43 seconds West a distance of 195.00 feet, said line there terminating.

Easement Contains 11,700 square feet, more or less, and is subject to Easements, Reservations, Restrictions and Rights—of—Way of record.

CERTIFICATION

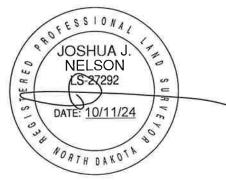
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Land Surveyor under the laws of the State of North Dakota.

Joshua J. Nelson, PLS

Reg. No.

LS-27292

DATE: 10/11/2024





CITY OF FARGO 225 4TH STREET NORTH FARGO, ND 58102 PROJECT TITLE

EASEMENT EXHIBIT

DWN BY CHK'D | APP'D | DWG DATE 11-OCT-2024 |
JJN | JJN | SCALE | 1" = 60"

PROJECT NO. | SHEET NO. | 2 OF 2

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Improvement District No.

BN-23-F1

Type:

Change Order #2

Location:

Dakota Commerce Center North Addition

Date of Hearing: 10/21/2024

Routing

Date

City Commission

10/28/2024

PWPEC File Project File

Χ Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, related to Change Order #2 in the amount of \$118,363.00 for the addition of sanitary, water, and storm sewer services as requested by the property owners.

Staff is recommending approval of Change Order #2 in the amount of \$118,363.00, which increases the total contract amount to \$10,559,394.03 to Dakota Underground.

On a motion by Steve Sprague, seconded by Michael Redlinger, the Committee voted to recommend approval of Change Order #2 in the amount of \$118,363.00 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$118,363.00 to Dakota Underground.

PROJECT FINANCING INI	FORMAT	ION
-----------------------	--------	-----

Recommended source of funding for project:

Water Reclaimation Funds & Special Assessment

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	INO
N	/A
N	/A
N	/A

OMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

Present	Yes	No	<u>Unanimous</u>
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[7]	[7]		
17	[7]		
[7]	[고]		Michael Redlinger
[7]	[구]		
[V]	7		
17	[7]		

ATTEST:

C:

Kristi Olson

Tom Knakmuhs, P.E.

City Engineer

FAR MORE

225 4th Street North Fargo, ND 58102

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

www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Jason Satterlund, Project Manager

Date:

October 17, 2024

Re:

Improvement District No. BN-23-F1 - Change Order #2 - Additional services as

requested by property owners

Background:

Improvement District No. BN-23-F1 is to provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

Dakota Underground is the Prime Contractor on this project.

Change Order #2 is to add sanitary, water, and storm sewer services to the properties located within North 81-20 Subdivision requested by property owners after the bidding process.

The additional cost will be special assessed to the benefitting properties.

No additional days are required to complete the work.

Recommended Motion:

Approve Change Order #2 for the addition of sanitary, water, and storm sewer services as requested by the property owners in the amount of \$118,363.00.

Original Completion Dates	Revised Previously	Revised This Memo
Milestone 1 – 21 Consecutive	Milestone 1 – unchanged	
Working Days	Milestone 2- November 2, 2024	
Milestone 2- November 2, 2024	Milestone 3 – Dec. 13, 2024	No changes required.
Milestone 3 – December 13, 2024	Milestone 4 – May 1, 2025	
Milestone 4 – May 1, 2025	Substantial – July 1, 2025	
Substantial – July 1, 2025	Final – August 1, 2025	
Final – August 1, 2025		

JTS/jmg Attachments

NEW PAVING AND UTILITY CONSTRUCTION IMPROVEMENT DISTRICT NO. BN-23-F1 CHANGE ORDER REPORT

ON 48TH AVENUE NORTH BETWEEN COUNTY HIGHWAY 81 AND 37TH STREET NORTH. ON COUNTY HIGHWAY 81 FROM 44TH AVENUE NORTH TO 48TH AVENUE NORTH. ON 41ST STREET NORTH FROM 48TH AVENUE NORTH TO 1100' NORTH. ON 37TH STREET NORTH FROM 46TH AVENUE NORTH TO 950' NORTH OF 48TH AVENUE NORTH.

Change Order No

Change Order Date

9/6/2024

Contractor

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#

Additional services as requested by property owners

Section	Line	Item Description	Unit	Orig Cont Prev C/O Qty Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 2	22	Clear & Grub	rs	0		0	~	~	\$13,000.00	\$13,000.00
	28	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	1	0		0	40	40	\$130.00	\$5,200.00
	59	F&I Pipe w/GB 2" Dia Water Service	F	0		0	80	80	\$134.00	\$10,720.00
	09	F&I Pipe w/GB 12" Dia	LF	0		0	40	40	\$91.00	\$3,640.00
	61	Special Bid Item A	LS	0	-	0	₹-	~	\$1,094.00	\$1,094.00
							ວົ	ange Order	Change Order 2 Sub Total	\$33,654.00
Water Main	63	F&I Fittings C153 Ductile Iron	LB	4731		4731	126	4857	\$11.00	\$1,386.00
	70	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	131	28	115	44	159	\$42.00	\$1,848.00
	78	F&I Gate Valve 6" Dia	EA	16		16	~	17	\$2,400.00	\$2,400.00
	83	F&I Pipe 2" Dia Water Service	님	100		100	120	220	\$56.00	\$6,720.00

Change Order Report: BN-23-F1

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(*)	\$4,500.00	\$3,900.00	\$20,754.00	\$1,920.00	\$21,900.00	\$3,800.00	\$7,700.00	-\$1,375.00	\$33,945.00	\$1,644.00	\$10,686.00	\$17,680.00	\$30,010.00
(\$)	\$1,500.00 \$	\$1,300.00 \$	Water Main Sub Total \$2	\$80.00	\$7,300.00 \$2	\$1,900.00	\$55.00	\$55.00 -\$		\$2.00 \$	\$13.00 \$1	\$80.00 \$1	Paving Sub Total \$3
Qty	5	7	Water Main	350	4	2	238	350	Storm Sewer Sub Total	2324	1072	1491	Pavin
Qty	က	က		24	ო	7	140	-25	0,	822	822	221	
Cont Qty	2	4		326	_	ည	86	375		1502	250	1270	
Qty										620			
Qty	7	4		326	-	S	86	375		1704	250	1270	
Unit	EA	EA		片	ЕA	EA	느	님		SY	SY	S	
Item Description	F&I CS & Box 2" Dia	Connect Water Service		F&I Pipe 24" Dia	F&I Manhole 6' Dia Reinf Conc	F&I Inlet - Round (RDI) Reinf Conc	F&I Pipe 12" Dia	F&I Pipe 15" Dia		F&I Woven Geotextile	F&I Crushed Conc - 6" Thick	F&I Driveway 7" Thick Reinf Conc	
S S	85	98		91	86	106	109	110		119	120	128	
Section				Storm Sewer						Paving			

Water Reclamation

\$118,363.00

\$284,983.47 \$10,156,047.56 \$10,559,394.03

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<u>Summary</u>	
Source Of Funding	Special Assessments, \
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.

APPROVED	Javed Heller	APPROVED DATE
For Contractor	Bakota Underground Company	Department Head
Title	10/16/2024	Mayor
		Attest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No.

BN-24-A1

Type:

Change Order #1 & Time Extension

Location:

Alexander Dr S, 38th St – 51st St

Date of Hearing: 10/21/2024

Routing

City Commission PWPEC File Project File

Date

10/28/2024 Χ

Mike Monson

The Committee reviewed the accompanying correspondence from Project Manager, Mike Monson, related to Change Order #1 in the amount of \$27,267.50 for additional work and the associated time extension.

Change Order #1 includes a time extension to the substantial completion date of 3 days for the stockpiling of excavation material into a single location as requested by the developer. There is also a time extension to the final completion date due to a nationwide supply shortage affecting a component of the street light poles. The revised completion dates are shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – August 30, 2024 Final – September 29, 2024		Substantial – September 2, 2024 Final – February 28, 2025

Staff is recommending approval of Change Order #1 in the amount of \$27,267.50, which increases the total contract amount to \$1,280,461.50, and the associated time extension to Master Construction.

On a motion by Steve Sprague, seconded by Michael Redlinger, the Committee voted to recommend approval of Change Order #1 in the amount of \$27,267.50 and the associated time extension to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$27,267.50 and the associated time extension to Master Construction.

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Recommended source of funding for project:

Special Assessment

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

Yes No N/A N/A N/A

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

Present	Yes	No	Unanimous
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17	~		
	V		Michael Redlinger
[V]	7		
[ন	7		
[7]	기		

Tom Knakmuhs, P.E.

City Engineer



Engineering Department

225 4th Street North Fargo, ND 58102

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

Memorandum

To: Members of PWPEC

From: Michael Monson, Civil Engineer

Date: October 17, 2024

Re: Improvement District No. BN-24-A1 – Change Order #1 – Excavation Stockpile,

Street Lighting, and Time Extension.

Background:

Improvement District No. BN-24-A1 is for the new construction of underground utilities, concrete pavement, and street lights on Alexander Drive South between 38th Street South and 51st Avenue South.

Master Construction is the Prime Contractor on this project.

The first item of Change Order #1 addresses the stockpiling of excavation material into a single location as requested by the developer. The Contractor mobilized equipment and stockpiled 3,250 CY of material excavated from the construction of Alexander Drive South. Master Construction has submitted a price of \$27,267.50 and a time extension of 3 calendar days for the substantial completion for this additional work of stockpiling of excavation material. Engineering agrees with the amount and recommends approval.

The second item pertains to a nationwide supply shortage affecting a component of the street light poles. Submittals for the feed point and poles were approved by the City of Fargo on May 15, 2024 and were then sent from Sun Electric to the supplier on May 15, 2024. Sun Electric has informed us that due to the shortage of "T-bases", a component of the street light pole, the estimated ship date is January 3, 2025. As a result, Engineering has approved opening Alexander Drive South to traffic without the street lights installed, provided all necessary signage is in place. The recommended motion is to keep the revised substantial completion date of September 2, 2024 from the first item above in place, and encompass the installation of the street light poles, fixtures, and permanent signing to the revised final completion date of February 28, 2025.

The additional cost will be special assessed to the benefitting properties.

Page 107 PWPEC ID No. BN-24-A1 CO #1 Page 2

Recommended Motion:

Approve Change Order #1 in the amount of \$27,267.50 for the additional work, grant a 3-calendar day time extension for the substantial completion, and to move the installation of the street light poles, fixtures, and permanent signing to the revised final completion date as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – August 30, 2024 Final – September 29, 2024		Substantial – September 2, 2024 Final – February 28, 2025

MPM/jmg Attachments



Industrial - Commercial

September 30, 2024

Master Construction Mr. Zach Iverson

City Of Fargo Project BN24A1

Sun Electric is requesting a time extension for this project. The T-Bases that are specified for the projects are the issue. Supply shortage from all the pole suppliers is the holdup. Our local suppliers note this on their quotes when bidding and the COF is aware of these lead time issues.

We released the poles on May 15th, 2024, the same day that they were approved by Dave Helland. Right now, the current ship date is January 3, 2025.

The foundations and conduit for these poles/fixtures are installed now.

We are requesting 3-5 weeks additional time extension after the poles are delivered to get them installed and powered up.

Sincerely,

Steve Dosch



CHANGE ORDER REPORT NEW PAVING AND UTILITY CONSTRUCTION IMPROVEMENT DISTRICT NO. BN-24-A1

ON ALEXANDER DRIVE SOUTH BETWEEN 38TH STREET SOUTH AND 51ST AVE SOUTH.

Change Order No

Change Order Date

10/17/2024

Contractor Master Construction 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 # 1

Contractor mobilized equipment and stockpiled 3,250 CY of material excavated from the construction of Alexander Drive South. Master Construction has submitted a price of \$27,267.50 and a time extension of 3 calendar days for the substantial completion for this additional work of stockpiling of The first item of change order #1 addresses the stockpiling of excavation material into a single location as requested by the developer. The excavation material. Engineering agrees with the amount and recommends approval

recommended motion is to keep the revised substantial completion date of September 2, 2024 from the first item above in place, and encompass the Engineering has approved opening Alexander Drive South to traffic without the street lights installed, provided all necessary signage is in place. The informed us that due to the shortage of T-bases, a component of the street light pole, the estimated ship date is January 3, 2025. As a result, The second item pertains to a nationwide supply shortage affecting a component of the street light poles. Submittals for the feed point and poles were approved by the City of Fargo on May 15, 2024 and were then sent from Sun Electric to the supplier on May 15, 2024. Sun Electric has installation of the street light poles, fixtures, and permanent signing to the revised final completion date of February 28, 2025.

C/O Ext Price (\$)	\$27,267.50
Unit Price (\$)	\$8.39
Tot Cont Qty	3250
Curr C/O Qty	3250
Prev Cont Qty	0
Prev C/O Qty	
Orig Cont Qty	0
Unit	Շ
Item Description	Excavate & Haul - Excess Material
Line	12
Section	Change Order 1

\$27,267.50

Change Order 1 Sub Total

10/17/2024 02:08 pm

Special Assesments	\$27,267.50	\$0.00	\$1,253,194.00	C3 120 C82 13
Source Of Funding	Net Amount Change Order # 1 (\$)	Previous Change Orders (\$)	Original Contract Amount (\$)	Total Contract Amount (6)

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
8/30/2024	9/29/2024
Additional Days Substantial Completion	Additional Days Final Completion
ဇ	152
New Substantial Completion Date	New Final Completion Date
9/2/2024	2/28/2025

Interim Completion Dates

Page 3 of 3

For Contractor APPROVED Title

APPROVED DATE

Department Head Mayor Attest

10/17/2024 02:08 pm

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Improvement District No. BR-24-F1

Type: Change Order #3

Location:

8th St N, Main Ave – NP Ave

Date of Hearing:

10/21/2024

Routing City Commission PWPEC File

Project File

<u>Date</u> 10/28/2024 X

Rick Larson

The Committee reviewed a communication from Project Manager, Rick Larson, regarding Change Order #3 in the amount of \$11,945.13 for additional work.

Staff is seeking approval of Change Order #3 in the amount of \$11,945.13, which increases the total contract to \$1,931,371.94, to Master Construction.

On a motion by Steve Sprague, seconded by Michael Redlinger, the Committee voted to recommend approval of Change Order #3 in the amount of \$11,945.13 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$11,945.13 to Master Construction.

PROJECT FINANCING IN	NFORMATION:
----------------------	-------------

Recommended source of funding for project: Special As	sessments & Prairie Dog Funds
	Yes No
Developer meets City policy for payment of delinquent specials	N/A
Agreement for payment of specials required of developer	N/A
Letter of Credit required (per policy approved 5-28-13)	N/A

COMMITTEE	Present	Yes	No	Unanimous [▽
Tim Mahoney, Mayor	, FL			
Nicole Crutchfield, Director of Planning	ল	[<u>~</u>		
Steve Dirksen, Fire Chief	ব	1		
Brenda Derrig, Assistant City Administrator	<u> </u> ।	[7]	П	Michael Redlinger
Ben Dow, Director of Operations				
Steve Sprague, City Auditor	ল	[7]		
Tom Knakmuhs, City Engineer	교	[\		
Susan Thompson, Finance Director	[₹]	[4]		
,				

ATTEST:

Tom Knakmuhs, P.E.

City Engineer

C: Kristi Olson



Engineering Department

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov

www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Rick Larson, Project Manager

Date:

October 15, 2024

Re:

Improvement District No. BR-24-F1 - Change Order #3

Background:

Improvement District No. BR-24-F1 is for the reconstruction of NP Avenue North from 8th Street to 170' E of 8th Street North and 8th Street North from BNSF RR Tracks to 100' N of NP Avenue North. This project is for the replacement of the water main and services, sanitary sewer main and services, storm sewer main and inlet leads, concrete curb & gutter, sidewalk, driveways and street scape.

Change Order #3:

1.) While excavating for the new water main in the northwest corner of NP Avenue and 8th Street North, the Contractor came across an old fuel tank that contained a sludge. The fuel tank was removed, contaminated soils were safely staged at a Master Construction pit until soil testing and analysis could be performed, and then the tank and soils were disposed of with the guidance of Local and State Officials. The total contract price adjustment for this work is \$11,945.13.

Recommended Motion:

Approve Change Order #3 in the amount of \$11,945.13 with no adjustments to completion dates.

RJL/jmg Attachments

PAVING AND UTILITY REHAB/RECONSTRUCTION CHANGE ORDER REPORT

IMPROVEMENT DISTRICT NO. BR-24-F1

NORTHERN PACIFIC AVE N FROM 8TH ST TO 170' E OF 8TH ST N; 8TH ST N FROM BNSF RR TRACKS TO 100' N OF NORTHERN PACIFIC AVE N.

Change Order No

Change Order Date

10/15/2024

Master Construction Co Inc Contractor 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.

Change Order #3 **EXPLANATION OF CHANGE**

Change Order #3:

could be performed, and then the tank and soils were disposed of with the guidance of Local and State Officials. The total contract price adjustment contained a sludge. The fuel tank was removed, contaminated soils were safely staged at a Master Construction pit until soil testing and analysis 1.) While excavating for the new water main in the northwest comer of NP Ave and 8th St N, the Contractor came across an old fuel tank that for this work is \$11,945.13.

C/O Ext Price (\$)	\$11,945.13	\$11,945.13
Unit Price (\$)	\$11,945.13	Change Order 3 Sub Total
Tot Cont Qty	~	Change Orde
Curr C/O Qty	-	
Prev Cont Curr C/O Qty Qty	0	
Prev C/O Qty		
Orig Cont Qty	0	
Unit	FS	
ltem Description	Clean Site	
Line No	<u>4</u>	
Section	Change	Orders

Change Order Report: BR-24-F1

10/15/2024 02:39 pm

	Special Assessments, State Funds-Prairie Dog	\$11,945.13	\$48,064.01	\$1,871,362.80	\$1,931,371.94
<u>Summary.</u>	Source Of Funding	Net Amount Change Order # 3 (\$)	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,

For Contractor APPROVED

Department Head

Attest

Title

APPROVED DATE

Mayor

MASTER CONSTRUCTION

701-730-8664 Job Name BR-24-F1 Job Location NP and 8th St N	Job Phone
BR-24-F1 Job Location NP and 8th St N	Job Phone
Job Location NP and 8th St N	Job Phone
NP and 8th St N	Job Phone
	Job Phone
	Job Phone
152002	
300.00	600.00
130.00	520.00
	0% Markup 312.09
9,020,07	
ce with above specifications, for n cents	the sum of: \$ 11,945.1.
	312.09 Includes I 43.89 Includes I 843.18 Includes I 9,625.97 Includes I ce with above specifications, for

Page 117 Landfill East 950 Aggregate Industries Dr N Fargo, ND 58102

SCALE TICKET

Cicket #: 5102376 Date:09/18/24

IN: 02:02 PM ID-IN:LFE OUT: 02:12 PM ID-OUT:LFE

Truck#: 123

Justomer: MASTER CONST

Transaction: Commercial Inbound

Origin: IN CITY

Destination: CONTAMINATED SOIL SITE

Gross: 47580 lb 23.79 tn
Tare: 27440 lb 13.72 tn
Net: 20140 lb 10.07 tn

Material

90 - CONTAMINATED SOIL \$513.57 10.07 TN @ \$51.00/TN

> TIP: \$513.57 SPEC: \$0.00

Total: \$513.57

?ayment Method(s):

1 - CHARGE ON \$513.57

Change: \$0.00

123

Page 118 Landfill West 4501 7th Ave. N. Fargo, ND 58102

SCALE TICKET

Ticket #: 2312639 Date:09/18/24

IN: 02:24 PM ID-IN:LF OUT: 02:30 PM ID-OUT:LF

Truck#: 123

Customer: MASTER CONST

Transaction: Commercial Inbound

Origin: IN CITY

Destination: CONTAMINATED SOIL SITE

Gross: 37380 lb 18.69 tn
Tare: 27460 lb 13.73 tn
Net: 9920 lb 4.96 tn

Material

90 - CONTAMINATED SOIL \$252.96

4.96 TN @ \$51.00/TN

TIP: \$252.96

SPEC: \$0.00

Total: \$252.96

Payment Method(s):

1 - CHARGE ON \$252.96

Change: \$0.00

123



WE HOPE YOU DEFINITELY WILL BE BACK! WE APPRECIATE YOUR BUSINESS!

3701 00062 06247 , 07/17/24 12:25 PM SALE SELF CHECKOUT .

068060469052 2960 <a>A>
6.98
3M MULII-USE DUCT TAPE 1.88IN X 50VD
073257012928 POLY SHEET <a>A>
115.00
20'X100' GMIL BLACK POLY SHEETING
NLP Savings \$12.00

121.98 9.15 \$131.13 SUBTOTAL SALES TAX TOTAL XXXXXXXXXXXX4178 DEBIT

AUTH CODE 000224 Chip Read AID A0000000980840

USD\$ 131.13

Verified By PIN US DEBIT

Δ

3701

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
1 90 10/15/2024

Take a short survey for a chance 10 WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 16484 12845 PASSWORD: 24367 12783

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.



WE HOPE YOU DEFINITELY WILL BE BACK!
WE APPRECIATE YOUR BUSINESS!

07/17/24 09:33 AM 3701 00052 73552 SALE SELF CHECKOUT 8935290600185 16FTX20FTSLV <4> 64.98 16FTX20FT SILVER BRN HEAVY DUTY TARP 073257012904 10X100 6MIL <4> 69.98 10.X100' 6MIL BLACK POLY SHEETING NLP Savings \$9.50 068060469052 2960 <4> 6.98 3M MULTI-USE DUCT TAPE 1.88IN X 50YD

SUBTOTAL SALES TAX TOTAL XXXXXXXXXXXX4178 DEBIT

141.94 10.65 \$152.59

AUTH CODE 002724 Chip Read AID A0000000980840

Verified By PIN US DEBIT

(110 152.59

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RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON 1 90 10/15/2024

STATES AND WE NAIL IT?

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Take a short survey for a chance TO WIN A \$5,000 HOME DEPOI GIFI CARD

Opine en español

www.homedepot.com/survey

User ID: H88 151094 147445 PASSWORD: 24367 147393

Entr of old

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary

3



2777 Fiechtner Drive Fargo, ND 58103-2332 (701) 235-1515

Mark -18805













BILL Master Construction TO 1572 45th St NW Fargo, ND 58102

JOB

0 (S)(0)(HE)	PORCHAST OF DOR NO.	PER S			Bill Tigu	TERVS	NAME OF TAKE	
MAST3000	O(A)ASTRIA		Von engale en section	oleske Plenikov		On Rcpt	7/15/24	1
V STERNISHED AND ADDRESS OF THE PARTY OF THE	e de la companya de l	Bellins Rever	AUC COMMUNICATION	cheden an Holy	North Software	101 500	20000	Sinci
_	ob 2411 NP ave Nathen Schott							
900509	16/		OSION CONTRO X 25' LENGTH	L STRAW	WATTLE	29.00	20	0.00
804125	-		AKE WOOD 2 X :	2 X 24"		1.16		1.12

TO A OFF * * * caping.com

Signature

Printed Name Hattare J. Schott

SALES AMOUNT

37.12

ALL SALES FINAL ON PLANTS - NO RETURNS/REFUNDS

A 1-1/2% SERVICE CHARGE (18% ANNUAL) WILL BE CHARGED ON PAST DUE AMOUNTS. AMOUNTS ARE PAST DIJE 30 DAYS AFTER DATE OF INVOICE

Tax

2.78

539.90





5115 Hwy 81 North, Fargo, ND 58102 RRPETROLEUM.COM (701) 293-1707 (800) 333-9769 Fax (701) 293-0310 DATE INVOICE NO. PAGE 10/08/24 102700

BILL

MASTER CONSTRUCTION CO. BOX 788 FARGO, ND 58107 SI-B FO

DOWNTOWN FARGO LOCATION FARGO, ND

DESCRIE Invoice	PTION	JOB NUN	IBER			
CUSTOMER ORDER NO.	ORDER DATE	CUSTOMER NUMBER	SALES- PURCHASI MAN ORDER NO			SHIP DATE
75884	07/18/24	MASTERO	CONSIM			10/08/24
ORDERED	QUANTITY SHIPPED	REMAINING	The second secon	NIT PRICE DISC BER / DESCRIPTION	OUNT	EXTENDED PRICE
			PUMP OUT AND UNDER GROUN	DISPOSE OF ID STORAGE TANK	ζ	
			SHOP FOR CLE	AND BRING BACK ANING. REMOVE	TO	
			SHOVEL OUT R	QUID FROM TANK EMAINING SLUDG		
			AND DISPOSE (
1.00	1.00)	EACH VAC TRAILER	\$350.00	0.000	\$350.00
2.00	2.00)	EACH	\$150.00	0.000	\$300.00
1.00	1.00)	OPEN TOP BAR EACH ANALYTICAL TE	\$1,820.00	0.000	\$1,820.00
100.00	100.00)	GALL	\$25.00	0.000	\$2,500.00
39.25	39.25	;	SLUDGE DISPO HOUR LABOR	\$87.50	0.000	\$3,434.38

NET 30 DAYS TERMS:	SALE AMOUNT	(-0.000) ARGO-10/)	\$8,404.38 \$0.00 \$346.50 \$0.00
	TOTAL	2 × 1993×40 - 3 1	\$8,750.88 \$0.00 \$8,750.88

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Improvement District No.

PR-24-E1

Type: Negative Final Balancing Change Order #2

Location:

Citywide

Date of Hearing:

10/21/2024

Routing

City Commission

PWPEC File Project File <u>Date</u> 10/28/2024

Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, related to Negative Final Balancing Change Order #2 in the amount of \$-51,131.52 to reconcile the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #2.

On a motion by Steve Sprague, seconded by Michael Redlinger, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Asphalt Preservation Company, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 to Asphalt Preservation Company, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:	 Sales	Tax &	Special	Assess	ments

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)

No
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COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

Present	Yes	No	Unanimous
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[7]	[7]		
[7]	[7]	П	Michael Redlinger
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ATTEST:

C:

Kristi Olson

Tom Knakmuhs, P.E.

City Engineer

PWPEC 10/21/26	Final or New Contract Amount	\$396,270.00	\$0.00	\$0.00	\$396,270.00	\$1,581,160.35	\$453,204.20	\$262,076.50	\$0.00	\$0.00	\$2,296,441.05
	# 00	CO #1				FBCO #2	FBCO #2	FBCO #2			
	Current CO Amount	\$2,800.00			\$2,800.00	(\$51,131.52)	(\$26,927.00)	(\$6,170.00)			-\$84,228.52
	Prior CO's				\$0.00	\$14,685.00	\$80,854.40	\$10,488.00			\$106,027.40
	Original Contract	\$393,470.00			\$393,470.00	\$1,617,606.87	\$399,276.80	\$257,758.50			\$2.274.642.17
Change Orders	Туре	Utility Rehab/Recon			Negative & Engineer Approved Totals	Seal Coat	Street Lighting	Traffic Signal Improvements			Negative & Engineer Approved FBCO Totals
eer Approved (Proj. or ID #	UR-24-A1				PR-24-E1	SL-22-A1	TN-23-A2			2
Negative Change Orders & Engineer Approved Change Orders	Contractor	Key Contracting				Asphalt Preservation Company, Inc.	Fargo Electric Construction Inc.	Strata Corporation			

CHANGE ORDER REPORT SEAL COAT

IMPROVEMENT DISTRICT NO. PR-24-E1 VARIOUS LOCATIONS

Change Order No

Change Order Date

10/14/2024

Contractor

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 Asphalt Preservation Company, Inc.

Change Order # 2 Final Balancing Change Order **EXPLANATION OF CHANGE**

accordance with the additions, changes, or alterations hereinafter described.

Change Order Report: PR-24-E1

Final Balancing Change Order

Line å 78

Section

-\$824.00

Price (\$) C/O Ext

sales tax & special assessments

\$1,617,606.87 \$1,581,160.35

\$14,685.00 -\$51,131.52

10/14/2024 12:30 pm

Source Of Funding
Net Amount Change Order # 2 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

<u>Summary</u>

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

Title Averre Marquis, President For Contractor APPROVED

APPROVED DATE Department Head

Mayor

Attest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Improvement District No.

TN-23-A2

Type: Negative Final Balancing Change Order #2

Location:

42nd St & 47th Ave S

Date of Hearing:

10/21/2024

Routing
City Commission
PWPEC File
Project File

<u>Date</u> 10/28/2024 X

Kevin Morlan

The Committee reviewed the accompanying correspondence from Project Manager, Kevin Morlan, related to Negative Final Balancing Change Order #2 in the amount of \$-6,170.00 to reconcile the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #2.

On a motion by Steve Sprague, seconded by Michael Redlinger, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Strata Corporation.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 to Strata Corporation.

PROJECT FINANCING	INFORMATION
-------------------	-------------

Recommended source of funding for project: _____ Traffic Utility 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	4
N/A	4
N/A	4

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

Present	Yes	No	Unanimous
			[~]
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[~]	[기	[-]	Michael Redlinger
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াতা	17		

ATTEST:

C: Kristi Olson

Tom Knakmuhs, P.E.

City Engineer

Pag

\$2,296,441.05		-\$84,228.52	\$106,027.40	\$2,274,642.17	Negative & Engineer Approved FBCO Totals		
\$0.00							
\$0.00							
\$262,076.50	FBCO #2	(\$6,170.00)	\$10,488.00	\$257,758.50	Traffic Signal Improvements	TN-23-A2	Strata Corporation
\$453,204.20	FBCO #2	(\$26,927.00)	\$80,854.40	\$399,276.80	Street Lighting	SL-22-A1	Fargo Electric Construction Inc.
\$1,581,160.35	FBCO #2	(\$51,131.52)	\$14,685.00	\$1,617,606.87	Seal Coat	PR-24-E1	Asphalt Preservation Company, Inc.
\$396,270.00		\$2,800.00	\$0.00	\$393,470.00	Negative & Engineer Approved Totals		
\$0.00							
\$0.00							
\$0.00							
\$396,270.00	CO #1	\$2,800.00		\$393,470.00	Utility Rehab/Recon	UR-24-A1	Key Contracting
Contract Amount	# OO	Amount	Prior CO's	Original Contract	Туре	Proj. or ID #	Contractor
Final or New 6		Current CO					
PWPEC 10/21/2					d Change Orders	neer Approve	Negative Change Orders & Engineer Approved Change Orders
g							



Engineering Department

Fargo, ND 58102 Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov

www.FargoND.gov

Memorandum

To:

Members of PWPEC

From:

Kevin Morlan, Project Manager

Date:

October 11, 2024

Re:

Improvement District No. TN-23-A2 - Final Balancing Change Order #2

Background:

Attached is the Final Balancing Change Order #2 in the amount of \$ -6,170.00. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 257,758.50
Change Order #1	\$ 10,488.00
FBCO #2:	\$ -6,170 <u>.00</u>
Total Contract w/Incentive:	\$ 262,076.50

Recommended Motion:

Approve the Final Balancing Change Order #2 in the amount of \$ -6,170.00 to Strata Corporation.

KJM/jmg Attachment C: Tom Knakmuhs Change Order

Final Balancing



IMPROVEMENT DISTRICT NO. TN-23-A2 TRAFFIC SIGNAL IMPROVEMENTS CHANGE ORDER REPORT

42 ST S / 47 AVE S

10/8/2024

Change Order No Contractor

Change Order Date

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 Strata Corporation

accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE

Change Order # 2

Final Balancing Change Order

Line	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 (\$)
о, ш	Salvage Traffic Signal Equipment	LS	~			<u>\</u>	0	0 \$3,500.00	-\$3,500.00
					4	2nd St - Traf	fic Signa	42nd St - Traffic Signals Sub Total	-\$3,500.00
ш	F&I Ped Push Button & Sign	EA	$\overline{}$		~	<u> </u>	0	0 \$408.00	-\$408.00
						Chan	ige Order	Change Order 1 Sub Total	-\$408.00
∝ ⊢	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	29	0	29	1-	22	\$351.00	-\$2,457.00
						42nd	St - Pavir	42nd St - Paving Sub Total	-\$2,457.00
Щ	F&I Conduit 4" Dia	H	77	0	77	ო	80	\$65.00	\$195.00
					4	2nd St - Tra	ffic Signa	42nd St - Traffic Signals Sub Total	\$195.00

Change Order Report: TN-23-A2

Change Order Report: TN-23-A2
Page 2 of 3
10/08/2024 08:48 am

	50% Special Assessments/50% Traffic Utility Funds	-\$6,170.00	\$10,488.00	\$257,758.50	\$262,076.50
<u>Summary.</u>	Source Of Funding	Net Amount Change Order # 2 (\$)	Previous Change Orders (\$)	Original Contract Amount (\$)	Total Contract Amount (\$)

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

CONTRACT DATES

Current Final Completion Date	6/14/2025
Current Substantial Completion Date	12/15/2024

Additional Days Final Completion Additional Days Substantial Completion

New Substantial Completion Date

12/15/2024

New Final Completion Date

6/14/2025

Interim Completion Dates

Change Order Report: TN-23-A2

APPROVED DATE

Strata Corporation

Department Head

Mayor

Attest

Eric Simek

「元 Simale Eric Sir Electrical Operation Manager

For Contractor APPROVED

Title

10-10-2024

Page 3 of 3



IMPROVEMENT DISTRICT NO. TN-23-A2 TRAFFIC SIGNAL IMPROVEMENTS PAY ESTIMATE SHEET 42 ST S / 47 AVE S

Pmt \$21,558.83 Bal \$0.00 Pmt #4 TN-23-A2

Not Yet Approved

TN-23-A2 Project No.

Project Name

Description

Type

Traffic Signal Improvements

Traffic Signal / Fiber Optic New

42 St S / 47 Ave S

Pay Estimate Number

8/29/2024

10/8/2024 From Date

To Date

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Strata Corporation has performed the work to date shown on this statement

))	OO		Contract	act	٩	Previous	Cu	Current		To Date	
. 0	1. Contract Work	Unit	Unit Quantity	Price	Quantity	Amount (\$) Quantity Amount (\$) Quantity	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
45n	42nd St - Paving										V.
~	Rem & Repl Sidewalk 6" Thick Reinf Conc - CO2	SY	22	\$351.00	22	\$7,722.00	0	\$0.00	22	\$7,722.00	100%
			42nd	42nd St - Paving Sub Total	Sub Total	\$7,722.00		\$0.00	Mary Company	\$7,722.00	
42n	42nd St - Pavement Marking										
2	F&I Grooved Plastic Film 16" Wide	LF	25	\$140.50	25	\$3,512.50	0	\$0.00	25	\$3,512.50	100%
	42	2nd St	- Pavem	42nd St - Pavement Marking Sub Total	Sub Total	\$3,512.50		\$0.00		\$3,512.50	
42n	42nd St - Traffic Signals										
က	F&I Foundation Type IV/Combo	EA	2	\$4,200.00	2	\$8,400.00	0	\$0.00	2	\$8,400.00	100%
4	Remove Foundation Type V	EA	2	\$800.00	0	\$0.00) 2	\$1,600.00	2	\$1,600.00	100%
5	F&I Head 3 Sect w/12" LED MA Mtd	EA	2	\$4,000.00	2	\$8,000.00	0	\$0.00	2	\$8,000.00	100%

Pay Estimate Sheet: TN-23-A2

			Contra	act	Pr	Previous	J.	Current		To Date	
ٽ ٽ	1. Contract Work	Unit	Unit Quantity	Price	Quantity	Amount (\$)	Quantity	Quantity Amount (\$) Quantity	Quantity	Amount (\$)	% Comp.
9	F&I Head 3 Sect w/12" LED Post Mtd	EA	2	\$4,000.00	2	\$8,000.00	0	\$0.00	2	\$8,000.00	0 100%
7	F&I Signal Cable AWG 14/2	T	156	\$9.00	156	\$1,404.00	0	\$0.00	156	\$1,404.00	0 100%
œ	F&I Signal Cable AWG 14/7	П	159	\$9.00	159	\$1,431.00	0	\$0.00	159	\$1,431.00	0 100%
တ	F&I Signal Cable #6 RHW	Н	654	\$5.50	0 654	\$3,597.00	0	\$0.00	654	\$3,597.00	0 100%
10	F&I Fiber Optic Cable	LF	1750	\$5.50	0 1750	\$9,625.00	0	\$0.00	1750	\$9,625.00	0 100%
<u></u>	F&I Fiber Optic Terminations & Equip	LS	/-	\$55,000.00	0.9	\$49,500,00	0.1	\$5,500.00	←	\$55,000.00	0 100%
12	F&I Conduit 2" Dia	1	1530	\$22.00	0 1530	\$33,660.00	0 0	\$0.00	1530	\$33,660.00	0 100%
13	F&I Conduit 4" Dia - CO2	ㅂ	80	\$65.00	08 0	\$5,200.00	0 0	\$0.00	80	\$5,200.00	0 100%
4	F&I Pull Box	EA	က	\$3,800.00	0	\$11,400.00	0 0	\$0.00	3	\$11,400.00	0 100%
15	F&I Fiber Vault	EA	~	\$11,000.00	0 1	\$11,000.00	0 0	\$0.00	_	\$11,000.00	0 100%
16	F&I Traffic Signal Feed Point	EA	_	\$27,750.00	0	\$27,750.00	0 0	\$0.00	7	\$27,750.00	0 100%
17	F&I Signal Standard Combo - 27' MA	EA	~	\$24,000.00	0	\$24,000.00	0	\$0.00	1	\$24,000.00	0 100%
6	F&I Signal Standard Combo - 33' MA	EA	~	\$24,000.00	0	\$24,000.00	0	\$0.00	7	\$24,000.00	0 100%
		42	42nd St - Tra	affic Signals Sub Total	Sub Total	\$226,967.00	0	\$7,100.00	0	\$234,067.00	0
42r	42nd St - Signing										
19	F&I Sign Assembly & Anchor	EA	2	\$135.00	0 2	\$270.00	0 0	\$0.00	2	\$270.00	00 100%
20	F&I High Intensity Prismatic	SF	. 65	\$65.00	0 65	\$4,225.00	0	\$0.00	0 65	\$4,225.00	00 100%
			42nd	42nd St - Signing Sub Total	Sub Tota	1 \$4,495.00	0	\$0.00	0	\$4,495.00	00
421	42nd St - Street Lights										
21	F&I Luminaire Type A	EA	7	\$1,100.00	00 2	\$2,200.00	0 0	\$0.00	0	\$2,200.00	00 100%
			42nd St - S	Street Lights Sub Total	Sub Tota	1 \$2,200.00	0	\$0.00	0	\$2,200.00	00
	A STANDARD WAS A STANDARD	All C	ontract W	A. All Contract Work Container Subtotal	er Subtota	1 \$244,896.50	0:	\$7,100.00	0	\$251,996.50	20

Change	Change Order Item & Quantity	& Quanti	ty Summary		Cha	nge Orde	Change Order Item Payment Summary	ent Summ	ıary	ge '
Previous Contract Totals	ract	New Co	New Contract Totals	Pre	Previous	. D	Current	ĭ	To Date	136
Unit Qty Price	Ф	Unit aty	Price	Quantity	Amount (\$)	Quantity	Quantity Amount (\$) Quantity	Quantity	Amount (\$)	% Complete
Net Contract Change: \$10,488.00	ang	e: \$10,4	88.00					1		
0 \$1,200.00	0.00	EA	4 \$1,200.00	4	\$4,800.00	0	\$0.00	4	\$4,800,00	100%
00.000\$ 0	0.00	EA	2 \$900.00	0	\$0.00	2	\$1,800.00	7	\$1,800.00	100%
0 \$768.00	00	EA	4 \$768.00	4	\$3,072,00	0	\$0.00	4	\$3,072.00	100%
0 \$408.00	0	EA	1 \$408.00	/-	\$408.00	0	\$0.00	7-	\$408.00	100%
		Change	nge Order #1 Subtotals	Subtotals	\$8,280.00		\$1,800.00		\$10,080.00	
Net Contract Change: -\$6,170	an	ge: -\$6,1	00.07							
		Chang	nge Order #2 Subtotals	Subtotals	\$0.00	1 1 W E 2	\$0.00	0	\$0.00	
B. AI	고 당	ange Or	B. All Change Order Work Paid Subtotal	Subtotal	\$8,280.00	0	\$1,800.00		\$10,080.00	
C. A	Ŭ =	ontract V	C. All Contract Work Container Subtotal	r Subtotal	\$244,896.50	0	\$7,100.00		\$251,996.50	
D. Tota	2	intract M	D. Total Contract Work Completed To Date	d To Date					\$262,076.50	1000
Contract	Wor	k Compl	E. Total Contract Work Completed This Pay Estimate	Estimate			\$8,900.00	0		

^{*} Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

Pay Estimate Sheet: TN-23-A2

% Complete

To Date

Current

Previous

Contract

3. Payment Adjustments

Unit Qty Price Quantity Amount (\$) Quantity Amount (\$) Quantity Amount (\$)

roject
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on This
o
Made
Been
Have
Adjustments
No Payment,
Date,
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Description

Line No

Category

Contract Summary		
1. Original Contract Amount	Original contract amount \$257,758.50	8.50
2. Net Contract Change by Change Order	Sum of all net change order values	8.00
3. Current Contract Amount	Sum of original contract amount and all change	6.50
	orders	
Total Work Completed To Date		
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D	6.50
5. Total Contract Work Completed This Pay	Section 2 of This Estimate, Line E	0.00
Estimate		
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total	Line 4 x 0%	-\$0.00
Contract Work Completed to Date		
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total	8.83
	Retainage Withheld minus Line 6	
8. Total Payment Adjustments This Pay	Section 3 of This Estimate, Line F	\$0.00
Estimate		
Payment Due Summary		
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To	6.50
	Date (Line G, Section Three)	
10. Previous Payments	Sum of all previous Payments to Contractor	17.67
11. Payment Due This Estimate	Line 9 - Line 10 \$21,558.83	58.83



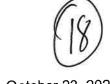
Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

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



October 23, 2024

Honorable Board of City Commissioners City of Fargo Fargo, ND

Re: Improvement District No. UR-24-F1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, October 23rd, 2024, for Sanitary Sewer Lining, Improvement District No. UR-24-F1, located as follows: 20th Ave N through 25th Ave N, Broadway through 2nd St N

The bids were as follows:

Municipal Pipe Tool Company	\$1,819,337.31
CC Steel, LLC	\$1,857,592.10
Visu-Sewer	\$1,877,979.60
Musson Bros. Inc.	\$1,878,624.50

Engineers Estimate

\$1,582,780.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Municipal Pipe Tool Company in the amount of \$1,819,337.31 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer



Engineer's Statement Of Cost Improvement District # UR-24-F1 Sanitary Sewer Lining

20th Ave N through 25th Ave N, Broadway through 2nd St N

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

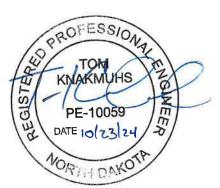
Sanitary Sewer Lining Improvement District # UR-24-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity U	nit Price (\$)	Amount (\$)
Sanita	ary Sewer				
1	Mobilization	LS	1.00	26,228.00	26,228.00
2	Repair Manhole Floor & Invert	EA	14.00	2,080.00	29,120.00
3	Spot Repair Pipe w/GB	EA	5.00	36,400.00	182,000.00
4	Repair Manhole - Complete Rehab	EA	6.00	5,200.00	31,200.00
5	F&I Pipe Liner 6" Dia 6 mm CIPP	LF	4,730.00	15.75	74,497.50
6	F&I Pipe Liner 8" Dia 6 mm CIPP	LF	5,744.00	38.50	221,144.00
7	F&I Pipe Liner 10" Dia 6 mm CIPP	LF	5,431.00	43.76	237,660.56
8	Reconnect Sewer Service	EA	300.00	3,380.00	1,014,000.00
9	Traffic Control - Type 1	LS	1.00	3,487.25	3,487.25
			Sanita	ary Sewer Total	1,819,337.31
			Total Cons	struction in \$	1,819,337.31
			Enginee	ring 10.00%	181,933.73
			Ad	lmin 4.00%	72,773.49
			Le	egal 3.00%	54,580.12
			Inte	rest 4.00%	72,773.49
			Continge	ncy 5.00%	90,966.87
			Total Esti	mated Costs	2,292,365.01
			Specia	l Assessments	824,908.30
			State Fu	nds - Other ND	1,467,456.71
			Unf	unded Costs	0.00

Date: 10/23/2024

Thomas Knakmuhs

City Engineer







Facilities Department

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

Memorandum

To: Board of City Commissioners

From: Bekki Majerus, Director of Facilities Management

Date: October 15, 2024

Re: Award Contracts with Valley Green and All-Terrain (RFP24314) - Snow and Ice Removal

Dear Commissioners:

At the September 30, 2024 Commission meeting, the Bid Award was approved for Valley Green to service downtown and Fargo Police Headquarters, and All-Terrain to service the Public Safety Building and Fargo Cass Public Health for three (3) years with two (2) 1-year options to extend.

A. Downtown locations include:

- 1. City Hall North/West lots/ramp 225 4th St. N
- 2. City Center West lot/North Entrance 301 3rd Ave. N
- 3. Downtown Library East/West lots 101 4th St. N
- 4. Civic Center North lot/ramps 207 4th St. N
- 5. City Sidewalks Downtown
- 6. Engagement Center (Old Police Station) 222 4th St. N
- 7. Old Public Health 401 3rd St. N
- 8. Municipal Court 402 NP Ave
- 9. Harm Reduction 510 5th St. N
- B. Police Headquarters 105 25th St. S
- C. Public Safety Building 4630 15th Ave N
- D. Fargo Cass Public Health 1240 25th St. S

Facilities is requesting the City Commission's approval of the contracts with Valley Green and All-Terrain. The agreements are attached.

Recommended Action:

Move to award the contracts with Valley Green and All-Terrain for snow and ice removal services

Contract
Between
City of Fargo
and All Terrain
RFP24314

This contract (the "contract," which includes all attached schedules), effective October 15, 2024, ("Effective Date"), is entered into by and between All Terrain (the "Vendor"), having a principal place of business at 4663 13th Ave N, Fargo, North Dakota 58102, and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

1. TERM

The term of this Agreement will be (3) three years from the Effective Date, with (2) optional oneyear extensions

2. STATEMENT OF WORK

A Summary of all services the Vendor is able to provide under this Agreement is described in the Statement of Work form ("Statement of Work") attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the vendor any work requests, bids or proposals. The work request, Request for Bid (RFB) or Request for Proposal (RFP) shall describe the specific scope of services for a particular project. Any services provided by the Vendor under this agreement are referred to as "Services."

MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. City's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

COMPENSATION

The Parties shall negotiate rates annually. Negotiated Rate Sheet ("Rate Sheet") for the current Agreement year is attached as Attachment B. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to FinanceAPAR@FargoND.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

- a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:
 - i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$1,000,000 each occurrence, \$2,000,000 aggregate.
 - ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;
 - iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
 - iv. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.
 - v. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and
- b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.
- c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, consultant error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant,

or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

12. FORCE MAJEURE

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

17. TERMINATION

This Agreement may be terminated by either party upon seven days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services

performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and All Terrain have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO	ALL TERRAIN
BY Dr. Timothy J. Mahoney, Mayor	BY Randy Gresh Randy Gresh
DATE:	DATE: 10/2/2024
ATTEST:	
BY	
Steven Sprague, City Auditor	

Statement of Work

This Statement of Work is a summary of all services the Vendor is able to provide under the Contract. This Statement of Work is not a commitment by the City to issue the vendor any work requests, bids or proposals.

Vendor agrees to provide any of the following Services as requested in work requests, awarded bids or awarded requests for proposals from the City.

Removal of Snow and Ice

- Contractor shall provide all labor, tools, and equipment to safely and properly clear snow and ice.
- Snow and ice removal trigger is ½" for sidewalks and 1" for parking lots.
- Contractors will be responsible to remove snow from approaches after city plows have made snow removal passes during snow events.
- Contractors shall treat icy conditions using appropriate and industry standard chemical applications as necessary.
- Snow and ice may not be deposited or blown into the street, neighboring property, or in a place that will interfere with the vision of motorist approaching any intersection.
- Other than from adjacent sidewalks and driveways, no snow shall be placed upon the boulevards.

<u>Timeframe</u>

Contractors will be required to complete the snow and ice removal services of assigned properties immediately after a snowfall. If it snows all day, snow and ice removal must be done during snow and ice event.

Safety

All snow and ice removal services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractors will be notified in writing of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of City of Fargo staff becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Planning Department, any damaged property in a timely manner in the spring season after the terms of this contract.

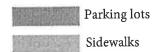
All-Terrain Pricing

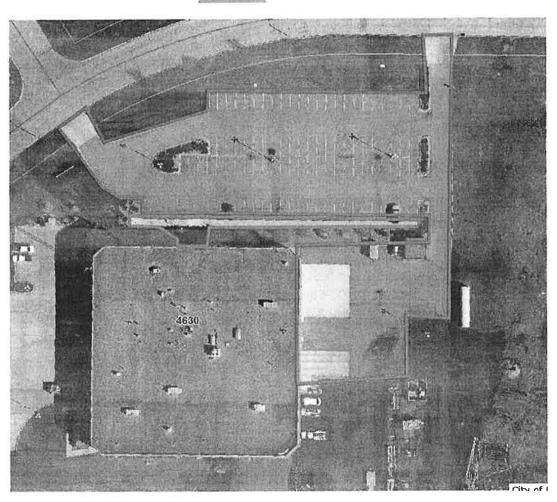
Fargo Cass Public Health - Monthly rate	Price Per month		
Fargo Cass Public Health	\$3,840.00		

Does not include snow hauling, blowing back piles, sand/salt (\$150/yd), or ice melting agents(\$35/bag)

Public Safety Building - Hourly rates		
Service Type	Unit	Prices per Unit
Payloader	per hour	\$175.00
Plow Truck/Ventrac	per hour	\$125.00
Toolcat/Bobcat	per hour	\$125.00
Sand/Salt for parking lot	per yard	\$150.00
Ice Melt	per bag	\$35.00

Public Safety Building lot Public Safety Sidewalks

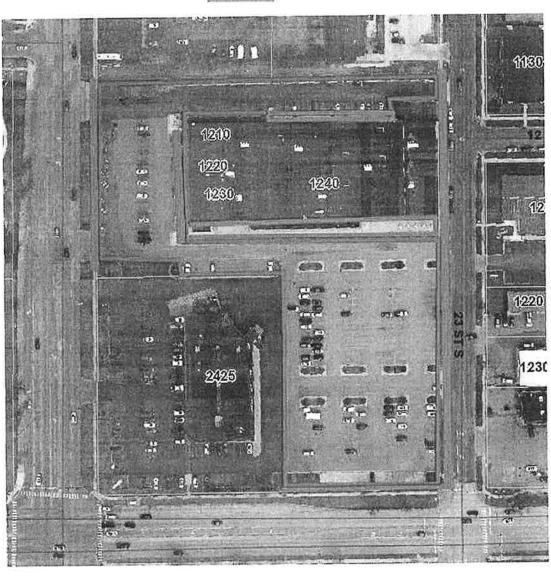




Fargo Cass Public Health

Parking lots

Sidewalks



Contract
Between
City of Fargo
and Valley Green
RFP24314

This contract (the "contract," which includes all attached schedules), effective October 15, 2024, ("Effective Date"), is entered into by and between Valley Green (the "Vendor"), having a principal place of business at 4117 32nd Ave S, Moorhead, Minnesota 56560, and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

1. TERM

The term of this Agreement will be (3) three years from the Effective Date, with (2) optional oneyear extensions

STATEMENT OF WORK

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MATERIALS

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4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. City's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

The Parties shall negotiate rates annually. Negotiated Rate Sheet ("Rate Sheet") for the current Agreement year is attached as Attachment B. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to FinanceAPAR@FargoND.gov.

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INDEPENDENT CONTRACTOR

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Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

CONFIDENTIALITY

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10. INSURANCE

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11. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, consultant error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant,

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Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

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performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and Valley Green have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO	VALLEY GREEN
BY Dr. Timothy J. Mahoney, Mayor	Nicola Seaburg
DATE:	DATE: 10/3/24
ATTEST:	
BY	
Steven Sprague, City Auditor	

Statement of Work

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Vendor agrees to provide any of the following Services as requested in work requests, awarded bids or awarded requests for proposals from the City.

Removal of Snow and Ice

- Contractor shall provide all labor, tools, and equipment to safely and properly clear snow and ice.
- Snow and ice removal trigger is ½" for sidewalks and 1" for parking lots. The Fargo Police Headquarters has emergency exits that need to be cleared at all times. See the blue highlights on the map for reference.
- Contractors will be responsible to remove snow from approaches after city plows have made snow removal passes during snow events.
- Contractors shall treat icy conditions using appropriate and industry standard chemical applications as necessary.
- Snow and ice may not be deposited or blown into the street, neighboring property, or in a place that will interfere with the vision of motorist approaching any intersection.
- Other than from adjacent sidewalks and driveways, no snow shall be placed upon the boulevards.

<u>Timeframe</u>

Contractors will be required to complete the snow and ice removal services of assigned properties immediately after a snowfall. If it snows all day, snow and ice removal must be done during snow and ice event.

Safety

All snow and ice removal services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractors will be notified in writing of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of City of Fargo staff becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Planning Department, any damaged property in a timely manner in the spring season after the terms of this contract.

Valley Green pricing

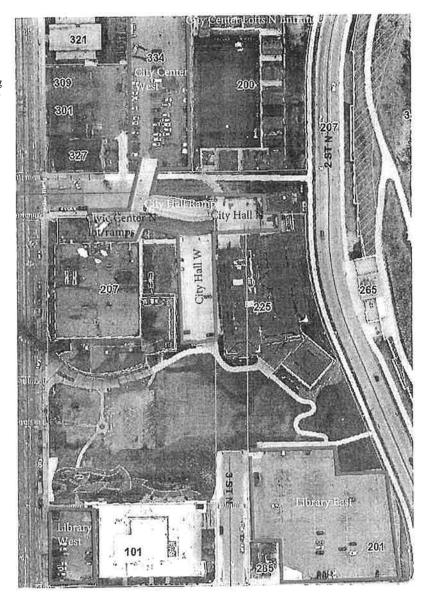
Downtown locations - Monthly rate	Price per month
1. City Hall North/West lots/ramp 225 4th St. N	
2. City Center West lot/North Entrance 301 3rd Ave. N	\$1,650.00
3. Downtown Library East/West lots 101 4th St. N	Ψ1,000.00
4. Civic Center North lot/ramps 207 4th St. N	
5. City Sidewalks Downtown	\$2,100.00
6. Engagement Center (Old Police Station) 222 4th St. N	\$250.00
7. Old Public Health 401 3rd St. N	\$250.00
8. Municipal Court 402 NP Ave	\$200.00
9. Harm Reduction 510 5th St. N	\$200.00
Total Monthly price for Downtown Locations	\$4,650.00

Monthly price includes parking lot & sidewalk snow removal plus de-icing. Does not include Snow Hauling

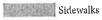
Police Headquarters - Hourly rates		
Service Type	Unit	Prices per Unit
Sidewalk & parking lot ice melt	Per pound	55 cents
Brine on parking lot	Per gallon	\$3.00
Brine on sidewalk	Per gallon	\$8.00
Laborer (Shovel)	Per hour	\$70.00
Broom tractor	Per hour	\$90.00
Plow truck with V-plow	Per hour	\$100.00
Skid steer	Per hour	\$120.00
Payloader (up to 12 ft pusher)	Per hour	\$150.00
Payloader (greater than 12 ft pusher)	Per hour	\$175.00
Haul snow - single axle	Per load	\$100.00
Haul snow - multi-axle	Per load	\$130.00

y Hall North/West lots y Hall ramp to underground parking y Center Lofts West/North Entrance wntown Library East/West lots ic Center North lot and ramps





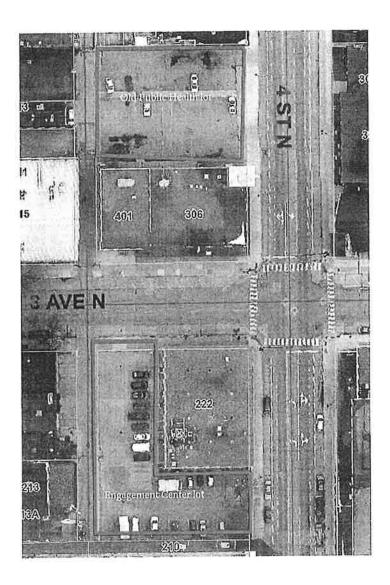
City Sidewalks Downtown





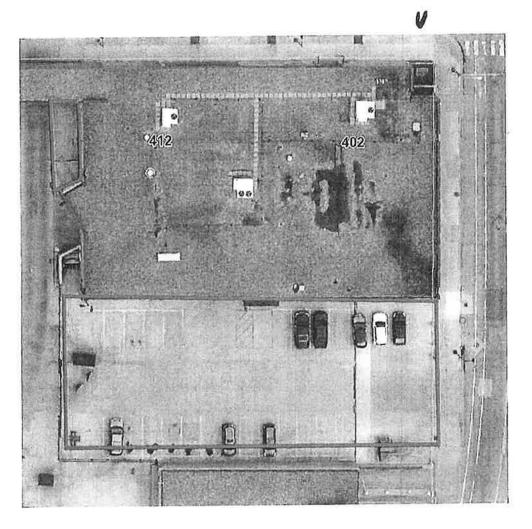
Engagement Center lot Old Public Health lot

Parking lots



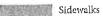
Municipal Court

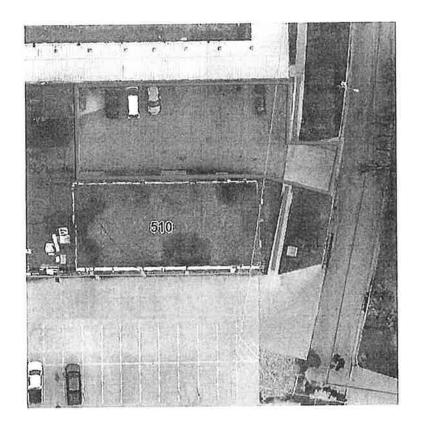




Harm Reduction lot







'olice Headquarters lots 'olice Headquarters Sidewalks 'olice Headquarters Emergency Exits

Pa Pa

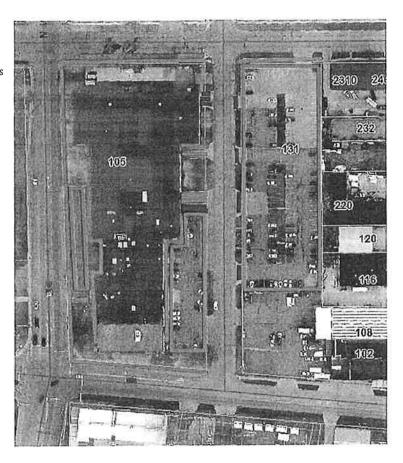
Parking lots



Sidewalks



Emergency Exits







Facilities Department

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

Memorandum

To: Board of City Commissioners

From: Bekki Majerus, Director of Facilities Management

Date: October 24, 2024

Re: North Parking Deck Repairs Assessment - Award bid to Gast Construction (RFQ24351)

Dear Commissioners:

The North Parking Deck at City Hall has significant drainage issues. In March of 2024, KLJ was assigned to complete a non-invasive investigation of the North Parking Deck and provide a report summarizing findings, two recommendations for remedy and a rough order of magnitude range for construction costs related to those recommendations.

In August of 2024, KLJ provided the report to complete Phase 1 of this project. The estimated costs have been provided to Administration and Finance. Finance is currently working to secure the funding for this project through a bond.

In October of 2024 a request for quotes was initiated for an invasive investigation to find out exactly what needs to be done to fix the North Parking Deck. This step is critical for the design engineers to prepare the final construction documents for repairs. Gast Construction came in with the lowest bid at \$62,150.00.

Recommended Action:

Move to award the bid to Gast Construction in the amount of \$62,150.00 for a further investigation in the North Parking Deck.

BID FORM FOR CONSTRUCTION CONTRACT

ARTICLE 1-OWNER AND BIDDER

1.01 This Bid is submitted to:

Bekki Majerus – Director of Facilities Management City of Fargo 225 4th Street North Fargo, ND 58102

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Copy of contractor's license or certificate of renewal;
 - B. Acknowledgement by the Bidder of Receipt of Addenda <u>1</u> to <u>1</u>;
 - C. Signed Bid Form (C410);

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 This project is bid as a single prime contract. The Owner shall award a single prime contract to the lowest qualified and responsive bidder.
- 3.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SINGLE PRIME BID

Lump Sum Bid Price for Base Bid \$ 77,500.00

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be completed and ready for final payment or before December 31, 2024.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - 7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 - 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: typed or printed name of organization) By: (individual's signature) Name: (typed or printed) Title: (typed or printed) Date: (typed or printed) If Bidder is a corporation a partnership, or a joint venture, attach evidence of authority to sign. Attest: (individual's signature) Name: (typed or printed) Title: (typed or printed) Date: (typed or printed) Address for giving notices: 3410 39th St Bidder's Contact: Name: (typed or printed) Title: (typed or printed) 701-235-245 Phone: Email: Address: 3410 39th Street S Bidder's Contractor License No.: (if applicable) 961

State of North Dakota SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 961 CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **GAST CONSTRUCTION COMPANY, INC.** whose address is in WAHPETON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2025, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

GAST CONSTRUCTION COMPANY, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 25, 2024

Michael Howe Secretary of State



Corporate Resolution

This is to certify the Officers of Gast Construction, Inc. at a meeting of the Board of Directors, under the laws of the State of North Dakota, duly held on the 2nd day of January 2023.

Be it resolved that ________ ared Pedersen_ is authorized and empowered for and on behalf of this corporation to execute bids for construction projects and other related matters.

Resolved, that the aforesaid officers, that the resolution will entitle those to whom it is given to be able to rely upon a copy of this resolution until written notice of modification or recession has been furnished to and received by the same.

Jim Gast, President

Tim Gast, Vice President

Notary Public

BRANDON J RINGSAKER Notary Public State of North Dakota My Commission Expires March 27, 2027

The above individuals certify they are corporate officers (President and Vice President) of Gast Construction Co., Inc. and that they have signed the resolution and believe the same is correct an ratify and adopt this resolution.

Jim Gast, President

Tim Gast, Vice President

Notary Public

BRANDON J RINGSAKER Notary Public State of North Dakota My Commission Expires March 27, 2027 Bekki Majerus Director of Facilities Management City of Fargo 225 4th St N Fargo, ND 58102

October 24, 2024

Re: City Hall Parking Structure Assessment and Repairs - Revised Proposal

Bekki,

Below is revised pricing for the City Hall Parking Structure Assessment and Repairs project.

Original Scope Base Bid

Bid per original bid documents

Base Bid = \$77,500.00

Alternate #1 - Temporary Enclose Masonry Investigative Openings

Deduct price to temporarily enclose the openings made in the masonry with rigid insulation and plywood in lieu of installing new or salvaged masonry members back into openings. Concrete investigative openings will still be poured back in after the investigation is completed.

Deduct = (\$15,350.00)

New Base Bid Amount after Deduct = \$62,150.00

If you have any questions or concerns, please let me know.

Thank you,

Jared Pedersen Project Manager



ADDENDUM NO. 1

City Hall Parking Structure Assessment and Repairs City of Fargo Fargo, North Dakota

BID DATE: October 23, 2024

BID OPENING TIME: 11:30 AM

LOCATION: 225 4th Street North, Fargo, ND 58102

This addendum is written for the purpose of clarification and/or modifications to the Contract Documents. Acknowledgement of Addenda shall be noted in Article 2 of the Bid Form (C-410).

The following changes and/or corrections shall be made to and become part of the project plans and specifications.

Clarifications:

- 1. For Masonry Openings: Upon completion of evaluation, reinstall cavity insulation and infill the exploratory openings with salvaged or new brick masonry and mortar. Place insulating blankets over repaired openings, extending a minimum of three feet (3') beyond openings and cover for seven days. Follow requirements of TMS 602 (ACI 530.1) for cold weather masonry requirements, excluding Parts 1.8.C.3.d and 1.8.C.4.e of TMS 602 (ACI 530.1). Temporary heated enclosures are not required.
- 2. <u>For Concrete Openings</u>: Upon patching concrete cover place insulating blankets over repaired areas, extending a minimum of three feet (3') beyond openings and cover for seven days. Follow cold weather concrete requirements per ACI 306R, excluding Chapters 7 11. Temporary heated enclosures are not required.

END OF ADDENDUM NO. 1





FINANCE OFFICE

225 4th Street North Fargo, ND 58102 Phone: (701) 241-1333

www.FargoND.gov

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: FAHR Staff meeting – Items for Commission Review/Approval

DATE: October 28, 2024

Receive & File: General Fund – YTD September 2024 Budget to Actual

General Fund - 3Q24 YE Projections

We will discuss 3QYE projections at the November Finance Committee

Action Needed: Various Financial Approvals

FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting

schedules, are included.

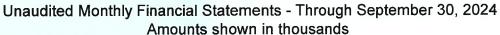
Other Financial Considerations

Transit – Transdev Contract Amendment #3

Finance – P-Card transition from BMO to JP Morgan

City of Fargo, North Dakota

General Fund - Budget to Actual



		1	YTD Budget	 YTD Actual	YTD Variance
REVEN	UES:				
1	Taxes	\$	47,656	\$ 45,688	\$ (1,968)
2	Licenses & Permits		4,829	4,961	132
3	Intergovernmental Revenue		15,258	14,694	(564)
4	Charges for Services		12,523	10,547	(1,976)
5	Fines & Traffic Tickets		1,185	1,133	(52)
6	Interest		2,962	5,904	2,941
7	Miscellaneous Revenue		738	614	(124)
8	Transfers In		9,830	9,911	82
Tota	al Revenues	\$	94,981	\$ 93,452	\$ (1,529)
EXPEN	DITURES:				
9	General Government	\$	21,029	\$ 19,886	\$ 1,143
10	Public Safety		37,509	36,300	1,209
11	Public Works		11,370	10,944	426
12	Health & Welfare		11,849	11,137	712
13	Culture & Recreation		4,013	3,892	121
14	Economic Development		381	90	291
15	General Support		1,183	1,084	98
16	Capital Outlay		301	373	(71)
17	Operating Transfers		3,473	3,691	(218)
18	Contingency (Salary Savings)		(680)	3	(683)
Tota	al Expenditures	\$	90,428	\$ 87,400	\$ 3,028
Revenu	ie Over (Under) Expenditures	\$	4,553	\$ 6,052	\$ 1,499

- 1 Timing w/ tax remittance; YTD mild weather resulted in lower utility Franchise Fees.
- 3 YTD state highway funds are trending below budget. Adj projection.
- 4 CIP fees down from budget due to project changes.
- 6 Higher interest rates than expected via budget.
- Timing with Fire Station 8 personnel: budget: 7.5 x12 months (Jan-Dec); actual:15 x6 months July-Dec).
- 11 Mild Jan-Mar: lower snow/street related expenses.
- 18 Est 2024 Salary Savings budgeted here; actual salary savings is reflected within specific departments.



City of Fargo, North Dakota

General Fund - 2024 Year End Projections

As of September 2024 Amounts shown in thousands

			YTD 2024 Actual	aining 2024 stimates	YE 2024 Projections
REVEN	UES:				
1	Taxes	\$	45,688	\$ 3,993	\$ 49,681
2	Licenses & Permits		4,961	2,193	7,154
3	Intergovernmental Revenue		14,694	9,375	24,069
4	Charges for Services		10,547	3,450	13,997
5	Fines & Traffic Tickets		1,133	506	1,639
6	Interest		5,904	2,738	8,642
7	Miscellaneous Revenue		614	566	1,180
8	Transfers In		9,911	3,318	13,229
Tota	al Revenues	\$	93,452	\$ 26,139	\$ 119,591
EXPEN	DITURES:				
9	General Government	\$	19,886	\$ 6,776	\$ 26,662
10	Public Safety		36,300	12,862	49,162
11	Public Works		10,944	4,064	15,008
12	Health & Welfare		11,137	3,936	15,073
13	Culture & Recreation		3,892	1,383	5,275
14	Economic Development		90	127	217
15	General Support		1,084	167	1,251
16	Capital Outlay		373	269	642
17	Operating Transfers		3,691	2,602	6,293
18	Contingency (Salary Savings)		3	5	8
Tota	al Expenditures	\$	87,400	\$ 32,191	\$ 119,591
Revenu	e Over (Under) Expenditures	_\$	6,052	\$ (6,052)	\$ 0

- 1 YTD mild weather resulted in lower utility Franchise Fees.
- 3 Adjust State Highway funds down to trends.
- 4 CIP fees down from budget due to project changes.
- 6 Adj Interest Income to anticipated higher than budget due to rates.
- 17 Added Anticipated Transfer for Transit Deficit.
- 18 Budgeted Salary Savings reflected in department reporting.

Disclaimers/Wildcards:

Assumes "normal" winter.

Assumes receipt of budgeted grant revenues.

Does not reflect any estimate for unrealized gain/loss on investments.

Report of Action: FAHR Meeting of 10/21/2024



	Purchase Policy	(0)
	Budget Adjustment/Reallocation	(0)
	Personnel Request	
X	Other Financial	

Department: Transit

Description:

As discussed during the Transit reorganization plan presentation, the Transit entities desire to retain Transdev for driver services for 2025. A one-year extension option (Amendment #3) remains from their original contract. Transit staff have negotiated

2025 extension terms as presented in the attached memo.

Net Financial Impact: \$0 (factored into the Transit financial allocation model)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve Amendment #3 to the Contract with Transdev to extend the contract for one year through December 31, 2025, to amend the terms for CY2025, and to authorize Transit staff to develop a contract in consultation with the City of Fargo legal department.



Metropolitan Area Transit

650 23rd Street N Fargo, ND 58102 Phone: 701-241-8140

Fax: 701-241-8558

October 17, 2024

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

Dear Commissioners:

The current agreement between the City of Fargo and Transdev expires on December 31, 2024, unless it is mutually agreed between the parties to exercise a one-year extension option. Negotiations with Transdev began in August 2024 and have recently concluded.

While retention and recruitment efforts continue, strategies implemented in 2024's Contract Amendment #2 have been successful in increasing Transdev's total number of employed drivers. These strategies included evening and weekend pay differentials, increased starting wages and hiring a full-time classroom trainer. To continue this momentum, while also being mindful of budgetary restrictions, contract increases have been kept to a minimum and focused on crucial areas such as driver wages. The final Amendment is within the approved budget for 2025 and below the CPI maximum of 3.4%.

Unlike previous years, the City of Fargo will be taking on the full cost of the contract with Transdev. With the retirement of the Moorhead Transit Manager at the end of CY24, future contract costs will be included in monthly billings to all entities that are receiving transit services from the City of Fargo, including Moorhead, West Fargo, and North Dakota State University. Costs will be split based on revenue hours, revenue miles, and ridership as outlined in the Transit Department's cost allocation spreadsheet.

The City of Fargo and City of Moorhead MATBUS staff and Transdev have since negotiated 2025 and mutual agreement was reached on the following items and are presented below for City Commission consideration:

Management Fees:

The 2025 management fees will increase by 1.8%, shared by participating entities based on revenue hours. Management fees provide nine full-time equivalent employees, including a general manager, safety manager, operations manager, and multiple road supervisors. Company overhead and profit rates within the management fee will increase by 3.4%.

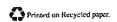
Wages & Benefits:

Driver wages are proposed to increase by an average of 4.35% in 2025 and reflect a cost-of-living adjustment. The starting driver wage for 2025 increases from \$23.00 to \$24.00 per hour.

Additional Information:

Implementation is dependent upon the City of Fargo's approval of the contract changes and amendments. The proposed wage scales would be effective January 1, 2025, through December 31, 2025, pending negotiations and approval between the Teamsters Union and Transdev.

For Schedule Information: 701-232-7500



All the incentives or bonuses will continue to be billed to the City of Fargo as a pass-through cost based on actual payments made to employees. The new operator sign-on bonus and referral bonus are only implemented if pre-approved by the City of Fargo based on the current need for recruitment, such as lack of qualified driver applications. Implementation of bonuses are part of the contract and the Transit Director evaluates the justification for the bonuses before remitting payment. Transdev may implement a sign-on bonus at their discretion and cost within the contract prices.

The cost to Fargo for 2025 contract changes was anticipated and is included in the CY2025 Transit budget.

RECOMMENDED MOTION: Approve Amendment #3 to the Contract with Transdev to extend the contract for one year through December 31, 2025, to amend the terms for CY2025 and to authorize Transit staff to develop a contract in consultation with the Legal department.

Sincerely,

Julie Bommelman

City of Fargo Transit Director

476-6737

AMENDMENT NO. 3 TO AGREEMENT BETWEEN CITY OF FARGO AND FIRST TRANSIT

THIS AMENDMENT NO. 3, made this _____ of ______, 2025, by and between the City of Fargo, hereinafter referred to as "CITY," and First Transit, (also known as Transdev U.S.), hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement between the City of Fargo and First Transit (also known as Transdev U.S.), (the "Agreement") to provide CITY with management, supervisory and operational services for its fixed route system, (the Agreement is attached hereto as Exhibit A); and

WHEREAS, CITY AND CONTRACTOR agree that to recruit employees, fill vacancies and increase retention, the minimum wage scale for drivers needs to be increased; and

WHEREAS, CITY AND CONTRACTOR desire to replace Appendix 15. which revision includes increasing the minimum wage rates effective January 1, 2025, and

WHEREAS, the Agreement provides for an option to extend the contract for three (3) one-year periods from January 1, 2023 to December 31, 2025; and

WHEREAS, CITY also desires to exercise the third-year option with CONTRACTOR to extend the Agreement from January 1, 2025 to December 31, 2025; and make changes to the fees for Fixed Route and paratransit services set out in the Agreement.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, the Agreement is hereby further amended as follows:

- A. Pursuant to Article 11 of the Agreement, the parties hereby extend the Agreement for an additional one-year period beginning January 1, 2025, through and including December 31, 2025.
- B. Paragraph 8.3.1 of the Agreement is hereby amended, effective January 1, 2025, as follows:

Hourly Rate

January 1, 2025, through December 31, 2025:

\$ 48.62

C. Paragraph 8.3.2 of the Agreement is hereby amended, effective January 1, 2025, as follows:

Hourly Rate

January 1, 2025, through December 31, 2025:

\$ 46.67

D. Paragraph 8.3.3 of the Agreement is hereby amended for a Fixed Monthly rate for Management Services as follows:

Monthly

January 1, 2025, through December 31, 2025:

Fixed Route Paratransit \$ 108,815.17 \$ 27,897.13

E. Paragraph 8.3.4 of the Agreement is hereby amended, effective January 1, 2025, estimated as follows:

Annual

January 1, 2025, through December 31, 2025:

\$ 49,607.62

The actual annual performance bond cost will be billed to the CITY on the January invoice of each year and include the original bond and proof of payment by CONTRACTOR.

F. Paragraph 4.3 of the Agreement is hereby amended and replaced with the following language:

Drivers must be paid at a minimum the wages and benefits as outlined in the replacement Appendix 15, effective January 1, 2025. The employee compensation rates will not take effect until proof is provided by CONTRACTOR that the new wages are being paid to the drivers. Proof will consist of providing CITY a copy of the appropriate portion of the agreement between CONTRACTOR and the respective union.

- G. Appendix 3 and Appendix 4 are shall be signed and recertified by CONTRACTOR for the period January 1, 2025, through December 31, 2025, and delivered to CITY herewith.
- H. Appendix 15 replaced in its entirety.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to Agreement to be executed effective the day and year first above written.

CITY OF	FARGO	FIRS	ST TRANSIT
BY:	Dr. Timothy J. Mahoney, Mayor	BY:	
Attest:		Its:	
BY:	Steve Sprague, City Auditor	BY:	<u></u>
		Its:	

Report of Action: FAHR Meeting of 10/21/2024



	Purchase Policy
	Budget Adjustment/Reallocation
	Personnel Request
X	Other Financial

Department:

Finance

Description:

Finance requests to transition City of Fargo PCards from provider BMO to provider JP Morgan. JP Morgan holds the State of North Dakota contract for PCards. Finance believes JP Morgan's program will allow better integration with our new financial software, will allow more timely purchase reconciliations, has many self-serve options to assist with administering the program, and offers a slightly higher annual rebate.

Net Financial Impact: \$0 (likely some nominal increase in annual rebate)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Authorize City of Fargo Finance staff to transition Pcard services from BMO to JP Morgan, and enter into contract terms, accordingly.

PURCHASING ONE CARD MASTER CONTRACT

1. PARTIES

The parties to this Master Contract (Contract) are the state of North Dakota, acting through its Office of Management and Budget, Fiscal Management (STATE or Client), and JPMorgan Chase Bank, N.A., a national banking association having its principal place of business at 10 S. Dearborn Street, Chicago, IL 60603 (CONTRACTOR or Bank).

2. COOPERATIVE PURCHASING STATE TERM CONTRACT

This Contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections 54-44.4-13. This Contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C chapter 39-04.2, and the International Peace Garden. Participation in this open-ended contract is not mandated; therefore, the estimated volume of this Contract is not known.

3. PARTICIPATING ADDENDUM

Eligible cooperative purchasing entities (Participants) approved by Bank may participate in this Contract by initiating and signing a Participating Addendum (Exhibit 2) to this Contract, or in the form agreed between STATE and CONTRACTOR from time to time.

4. SCOPE OF WORK

The CONTRACTOR must provide the STATE a highly accepted purchasing one card program that will facilitate the ability to make purchases through use of a no fee, no cost, rebate sharing purchasing one card program according to the specifications listed in this Contract and attachments as defined in Contract section 30, Merger and Modification, Conflict in Documents.

5. REBATE

The CONTRACTOR shall pay the STATE in one lump sum, within 90 days after the end of the Contract Year, or in the event of termination within 210 days after the effective date of termination. The Rebate Amount shall be paid to the STATE according to Exhibit 1 Compensation Rebate Schedule.

6. TRAINING

The CONTRACTOR must provide an initial on-site training program for OMB program administrators, card administrators, and cardholders. Follow-up training may be required on an annual basis.

The CONTRACTOR must provide one of the two types of initial(s) training:

- 1) Offer Initial training in up to (8) eight various locations in North Dakota with follow-up webinars, as needed, or
- Offer at least one (1) onsite visit in Bismarck, ND and several webinars containing the same training to capture the other locations.

The CONTRACTOR is responsible for all costs associated with providing all initial training to the STATE.

7. PAYMENT OF TAXES BY STATE

STATE is not responsible for and will not pay local, state, or federal taxes. STATE sales tax exemption number is E-2001. STATE will furnish certificates of exemption upon request by CONTRACTOR.

Taxpayer ID

CONTRACTOR's federal employer ID number is: 13-4994650.

8. REPORTS

The STATE requires access to all standard reports on a real-time basis via a web-based software application provided by the CONTRACTOR. In addition the CONTRACTOR must provide annual rebate spend reports on all STATE entities or a reasonable method to obtain these reports. The rebate report at minimum, should consist of the amount spend, rebate earned, calculation used, breakdown of each entity.

9. TERM OF CONTRACT

This Contract begins February 1, 2019 and ends on January 31, 2023. The pricing associated with this contract shall be effective for rebate calculation purposes as of February 1, 2018.

a. No Automatic Renewal

This Contract will not automatically renew.

b. Extension Option

STATE reserves the right to extend this Contract for an additional period of time, not to exceed 12 (twelve) months, beyond the current termination date of this Contract.

c. Renewal Option

STATE may renew this Contract upon satisfactory completion of the initial Contract term. STATE reserves the right to execute up to 4 (four) options to renew this Contract under the same terms and conditions for a period of 24 (twenty-four) months each.

10. TERMINATION

a. Termination without cause.

This Contract may be terminated by mutual consent of both parties executed in writing, or by either party upon 180 days' notice.

b. Early Termination in the Public Interest

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

c. Termination for Lack of Funding or Authority

STATE, by written notice to CONTRACTOR, may terminate the whole or any part of this Contract under any of the following conditions:

- If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

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

d. Termination for Cause.

STATE may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- 1) If CONTRACTOR fails to provide services required by this Contract within the time specified or any extension agreed to by STATE; or
- 2) If 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.

CONTRACTOR may terminate this Contract, one or more services provided for in this Contract, upon delivery of written notice to STATE, or any later date stated in the notice:

- 1) If STATE fails to remit any payment in accordance with the terms of this Contract;
- 2) If any representation or warranty made by the STATE or any financial statement or certificate furnished to Bank, shall prove to be inaccurate, false or misleading in any material respect when made.
- 3) Default by the STATE under any material debt owed to any CONTRACTOR related entity

Either Party may terminate this Contract, immediately upon the occurrence of one or more of the following events:

- 1) the other Party's violation of Applicable Law,
- 2) the liquidation, insolvency or dissolution of the other Party,
- 3) the voluntary or involuntary filing of bankruptcy proceedings or similar proceedings with respect to the business of the other Party, or
- 4) With the exception of a payment obligation, a Party's breach of a material obligation under this Contract, that is not cured within thirty (30) days following receipt of notice of the breach from the non-breaching Party.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. Card-Specific Termination

The parties recognize some termination provisions may be specific to the individual cards issued under Attachment A to this Contract. Those provisions are annotated in Section 8 of Attachment A and are to be read in conjunction with Section 10 of this Contract.

11. FORCE MAJEURE

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

12. LIMITATION OF LIABILITY

The CONTRACTOR will be liable only for direct damages if it fails to exercise ordinary care. The CONTRACTOR shall be deemed to have exercised ordinary care if its action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the

banking industry. The CONTRACTOR shall not be liable for any special, indirect or consequential damages, to the fullest extent permitted under North Dakota Century Code Section 32-12.2-15, even if it has been advised of the possibility of these damages. The STATE and CONTRACTOR each agrees to assume its own liability for any claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement."

13. RIGHT OF SETOFF DAMAGES

Amounts due STATE by CONTRACTOR, including liquidated or other damages, or claims for damages, may be deducted or set-off by STATE from any money payable to CONTRACTOR pursuant to this Contract.

In the event of termination of this Contract by CONTRACTOR in accordance with the terms proposed in Section 10.c or Section 10.d above, STATE agrees to immediately pay all amounts owing under the Contract, without set-off or deduction. Transactions disputed under Sections 3.E or 3.F of Attachment A shall be resolved in accordance with the relevant Bank and Credit Card Network rules then in effect for such transaction disputes, including the respective time periods associated with resolution of such disputes.

14. RIGHT TO REMEDIES AND CUMULATION OF RIGHTS

No remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.

15. NON-WAIVER

Either party's failure to exercise any of its rights under this Contract, its delay in enforcing any right, or its waiver of its rights on any occasion, shall not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights shall constitute a waiver thereof. No waiver of any provision of this Contract shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

16. REPRESENTATIONS AND WARRANTIES

CONTRACTOR represents and warrants to STATE that neither CONTRACTOR, in connection with performing the services in performance of this Contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. CONTRACTOR further represents and warrants to STATE that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless CONTRACTOR has the authority to license, use or provide those trade secrets or confidential or proprietary information to STATE. CONTRACTOR further represents and warrants to STATE that neither CONTRACTOR nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

Each Party represents, warrants and covenants that it will comply with Applicable Laws in connection with the performance of its obligations under the Contract. Each Party represents and warrants that this Contract constitutes a legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of the Contract: (A) does not breach any agreement of such Party with any third party, (B) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (C) are within its organizational powers, and (D) has been authorized by all necessary organizational action of such Party and validly executed by a person(s) authorized to act on behalf of such Party. STATE also represents, warrants and covenants that it will use its commercially reasonable efforts to ensure that the Accounts and the Cards shall only be used for STATE's business purposes. STATE also represents and warrants that it will use commercially reasonable efforts to ensure that such

applicants to whom it requests CONTRACTOR to issue Cards to and whom STATE authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to STATE. CONTRACTOR reserves the right to terminate the Contract and/or cancel any of the Accounts at any time if CONTRACTOR determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to STATE or CONTRACTOR. EXCEPT AS SET FORTH IN THIS Contract OR IN ANY LOCAL SCHEDULE, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. INSURANCE

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

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- b. Workers compensation coverage meeting all statutory requirements.

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

- a. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the STATE
- b. CONTRACTOR shall furnish a certificate of insurance to the undersigned STATE representative prior to commencement of this Contract.
- c. Failure to maintain insurance as required in this Contract is a material breach of Contract entitling STATE to terminate this Contract immediately.
- d. An updated, current certificate of insurance shall be provided in the event of any material change to a policy.

18. CYBER LIABILITY AND SECURITY INSURANCE

CONTRACTOR currently maintains a Privacy, Media and Network Security Insurance policy in the combined overall limit of \$600,000,000 in the annual aggregate covering: a) Network Security & Privacy Liability, b) Event Management, c) Network Business Interruption, d) Crisis Fund, e) Regulatory Defense, Fines, Penalties and Consumer Redress, and f) Payment Card Industry (PCI) Fines. CONTRACTOR reserves the right to cancel, non-renew or modify all or any part of the policy at any time. An updated, current certificate of insurance shall be provided in the event of any material change to a policy. In the event a data breach resulting directly and solely from CONTRACTOR'S acts or omissions involves personal information as defined by N.D.C.C. § 51-30-1(4), available free credit monitoring for any affected individual for a minimum period of one year. CONTRACTOR shall defend, indemnify, save and hold harmless, the STATE, its officers, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all suits, claims, or damages of any character whatsoever, resulting from personal injuries or damages sustained by any person or persons or tangible property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or omission of the Contractor, or any subcontractor, or their employees or agents.

19. NOTICE

All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

STATE	CONTRACTOR
Jeff Larshus	JPMorgan Chase Bank, N.A.
Director of State Financial Services	Mail Code IL 1-0286. Attn: Commercial Card Legal
4 th Floor Capitol Tower, 600 E. Blvd. Ave. Dept. 110	10 S. Dearborn St.
Bismarck, ND 58505	Chicago, IL 60603

Notice provided under this provision does not meet the notice requirements for monetary claims against STATE found at N.D.C.C § 32-12.2-04.

All notices or other communications required under this Contract must be given by U.S. mail and are complete on the date postmarked when addressed to the parties at the following addresses

20. CONFIDENTIALITY

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

Except as expressly provided in this Contract, all information furnished by either Party in connection with this Contract, the Program or Transactions shall be kept confidential in accordance with N.D.C.C. ch.44-04. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Contract, (B) is or becomes lawfully obtainable from other sources who are not under a duty of confidentiality. (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is developed independently by the receiving Party without use of the disclosing Party's confidential information; (E) is in an aggregate form nonattributable to the disclosing Party; (F) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies, (G) is required by Applicable Law to be disclosed and notice of such disclosure is given (when legally permissible) to the disclosing Party, or (H) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (G), when practicable, shall be given sufficiently in advance of the disclosure to permit the other Party to take legal action to prevent disclosure. CONTRACTOR may exchange (and STATE insofar as necessary hereby consents to such exchange) STATE and (to the extent authorized) Cardholder confidential information with Affiliates. CONTRACTOR may also disclose confidential information to service providers in connection with CONTRACTOR's provision of Program services; provided, that the service providers comply with the terms of this Section 20.

21. COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, in accordance with this Contract's Confidentiality clause (section 23), STATE must disclose to the public upon request any records it receives from

CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE promptly upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

22. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this Contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this Contract, except to the extent specified in this Contract.

23. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent. CONTRACTOR may, however, enter into subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor with whom CONTRACTOR contracts. CONTRACTOR does not have the authority to Contract for or incur obligations on behalf of STATE.

Notwithstanding the foregoing, JPMC may assign any of its rights and obligations under this Contract to any affiliate or subsidiary of JPMorgan Chase & Co.

24. SPOLIATION - NOTICE OF POTENTIAL CLAIMS

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

25. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties; provided, however, that, in the event CONTRACTOR is required to amend this Contract due to (i) changes in applicable laws or regulations, (ii) changes in Network rules or (iii) a change to CONTRACTOR'S commercial card program offering that affects all or substantially all of CONTRACTOR'S clients with commercial card programs, CONTRACTOR may unilaterally change the terms of this Contract upon thirty (30) days prior written notice to STATE. STATE shall be deemed to have accepted such change if STATE continues to use the commercial card Program following the effective date of such change.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

- a. The terms of this Contract as may be amended ,with attachments and exhibits:
- STATE's Solicitation Amendments to Request for Proposal ("RFP") number 110.7-17-081, dated January 4, 2018;
- c. STATE's Request for Proposal ("RFP") number 110.7-17-081, dated January 4, 2018;

- d. CONTRACTOR's proposal dated February 15, 2018 in response to RFP number 110.7-17-081.
- e. Terms and Conditions associated with accessing CONTRACTOR'S PaymentNet electronic systems for the purposes contemplated by this Contract:
- f. All automated end-user agreements (e.g., click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void. Clicking shall not represent acknowledgement or agreement to any terms and conditions contained in those agreements.

26. UNANTICIPATED AMENDMENTS

If additional work is required within the scope of this Contract due to a legitimate unforeseen circumstance, STATE shall provide CONTRACTOR a written description of the additional work and request CONTRACTOR to submit a proposal for accomplishing the scope of work.

CONTRACTOR will not commence additional work until STATE until all parties agree in writing.

27. SEVERABILITY

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Contract did not contain that term.

28. APPLICABLE LAW AND VENUE

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

29. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

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

30. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this Contract all licenses and permits required by law.

31. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR shall maintain all of these records for at least three (3) years following completion of this Contract and be able to provide them to the STATE at any reasonable time. STATE shall provide reasonable notice to CONTRACTOR prior to conducting examination.

32. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by all parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the parties shall be deemed the Effective Date.

CONTRACTOR	STATE OF NORTH DAKOTA
JPMorgan Chase Bank, N.A.	Acting through its Office of Management and Budget
BY: Alliscul	BY La II fines
Printed Name: Judy Michel	Printed Name: Se Morrissette
Title: Executive Director	Title: Objector
Date: October 12, 2018	Date: 10/15/18

EXHIBIT 1 COMPENSATION - REBATE SCHEDULE

- DEFINITIONS. Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Contract and/or Attachment A.
 - "Average Annual Spend per Card" means annual U.S. Total Charge Volume divided by the average number of open Cards included in the calculation of annual U.S. Total Charge Volume for any calendar year. The average number of open Cards is calculated as the number of Cards open at each month-end, averaged over such calendar year.
 - "Average Annual Transaction Size" means annual U.S. Total Single-Use Charge Volume divided by the total number of Transactions included in the calculation of annual U.S. Total Single-Use Charge Volume for any calendar year.
 - "Average File Turn" has the meaning given to it in Section 3.A.i.
 - "Combined Large Ticket Transaction Volume" means the sum of U.S. Large Ticket Transaction Volume and U.S. Single-Use Large Ticket Transaction Volume.
 - "Combined Net Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Net Single-Use Charge Volume.
 - "Combined Total Charge Volume" means the sum of U.S. Total Charge Volume and U.S. Total Single-Use Charge Volume.
 - "Consortium Combined Large Ticket Transaction Volume" means the sum of the Combined Large Ticket Transaction Volume of all Participants.
 - "Consortium Combined Net Charge Volume" means the sum of the Combined Net Charge Volume of all Participants.
 - "Consortium Combined Total Charge Volume" means the sum of the Combined Total Charge Volume of all Participants.
 - "Credit Losses" means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.
 - "Fraudulent Transactions" means Transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.
 - "Large Ticket Transaction" means a Transaction that the Credit Card Networks have determined qualifies as a large ticket transaction.
 - "Participant" means any entity that has been approved by Bank in its sole discretion to participate in the Program and has executed a Participation Agreement. For purposes of this Exhibit 1 Participant shall also include Client.
 - "Settlement Terms" means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.
 - "U.S. Large Ticket Transaction Volume" means total Large Ticket Transactions made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Large Ticket Transaction Volume does not include U.S. Single-Use Large Ticket Transaction Volume.
 - "U.S. Net Charge Volume" means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Charge Volume does not include U.S. Large Ticket Transaction Volume, U.S. Net Single-Use Charge Volume, or U.S. Single-Use Large Ticket Transaction Volume.
 - "U.S. Net Single-Use Charge Volume" means total charges made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Single-Use Charge Volume does not include U.S. Single-Use Large Ticket Transaction Volume.
 - "U.S. Single-Use Large Ticket Transaction Volume" means total Large Ticket Transactions made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules.
 - "U.S. Total Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Large Ticket Transaction Volume.
 - "U.S. Total Single-Use Charge Volume" means the sum of U.S. Net Single-Use Charge Volume and U.S. Single-Use Large Ticket Transaction Volume.

REBATES

Volume Rebate

Bank will pay the STATE a rebate based on the annual Consortium Combined Total Charge Volume associated with all programs achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) with all programs, subject to the rebate adjustments below.

Consortium Combined Annual Total Charge Volume	Volume Rebate Rate @ 30 & 14 Settlement Terms
\$50,000,000	1.54%
\$60,000,000	1.57%
\$70,000,000	1.59%
\$80,000,000	1.60%
\$90,000,000	1.61%
\$100,000,000	1.88%
\$110,000,000	1.88%
\$115,000,000	1.88%
\$120,000,000	1.89%
\$125,000,000	1.89%
\$130,000,000	1.90%
\$135,000,000	1.91%
\$140,000,000	1.92%
\$145,000,000	1.93%
\$150,000,000	1.94%
\$155,000,000	1.95%
\$160,000,000	1.96%
\$170,000,000	1.96%
\$180,000,000	1.97%
\$190,000,000	1.97%
\$200,000,000	1.98%

Large Ticket Rebate

Should the STATE achieve the minimum annual Consortium Combined Total Charge Volume required to earn a Volume Incentive as stated above, Bank will pay the STATE a rebate based on the annual Consortium Combined Large Ticket Transaction Volume associated with all programs. The rebate will be calculated as the Large Ticket Rebate Rate (as determined according to the following schedule) multiplied by the annual Consortium Combined Large Ticket Transaction Volume associated with all programs.

Combined U.S. Purchasing (Combined U.S. Purchasing Card and U.S. Single-Use Account Programs	
	Consortium Combined Large Ticket Volume Rebate Rate @ 30 & 14 Settlement Terms	
Large Ticket Rebate	0.60%	

REBATE ADJUSTMENTS

A. Average File Turn Adjustment

i. Programs Contracted on Settlement Terms of 30 & 14

a. For purposes of this Section 3.A.i, "Average File Turn" means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 14 (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Consortium Combined Total Charge Volume associated with Programs contracted on Settlement Terms of 30 & 14, multiplied by 365.

The Volume Rebate Rate and Large Ticket Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a calendar year ("Average File Turn Adjustment").

- b. Programs with Settlement Terms of 30 & 14 will have an Average File Turn of 29 if the STATE spends ratably throughout each Cycle. The Average File Turn Adjustment for the STATE's Program(s) with Settlement Terms of 30 & 14 is calculated by determining the difference between Client's actual Average File Turn for such Program(s) and 29. If the STATE's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Large Ticket Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Large Ticket Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.
- ii. If Client's actual Average File Turn under Section 3.A.i is greater than 45 days, Client will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Networks, Bank reserves the right to ratably adjust the rebate rates accordingly, upon thirty (30) days notice to Client of the adjustment and an amendment to the Contract must be executed to reflect the adjustment.

4. GENERAL REBATE TERMS

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract year (the "Rebate Calculation Period") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any calendar year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.
- B. To qualify for any rebate payment, all of the following conditions must be met.
 - i. Client is not in default under the Agreement at the time of rebate calculation and payment.
 - Account(s) must be current at the time of rebate calculation and payment.
 - iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

5. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card and U.S. Single-Use Account Programs.

e - EEEs

A. U.S. Single-Use Account Program

The following are the fees associated with U.S. Single-Use Account Program:

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in
	which payment first became due and each Cycle thereafter
1	
International transaction	1.5% of the US Dollar amount charged

If the Participant requests services not listed in this schedule, the Participant agrees to pay the fees associated with such services.

B. U.S. Purchasing Card Program

The following are the fees associated with U.S. Purchasing Card Program:

Late payment charge	Central bill: None
Delinquency/Finance charge	Central bill: Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle. (WAIVED)
International transaction	1% surcharge (WAIVED)
Standard Card	\$0.00
ADDITIONAL SERVICES AND FEES	
Cash advance	2.0% of amount advanced (\$3.00 minimum with no maximum) (WAIVED)
Rush card	\$0 if processed through Bank. If processed through the Credit Card Network, the Participant shall pay any fees charged by the Credit Card Network.
Return Payment Fee	No Charge
Statements – paper	No Charge
Annual Fee	No Charge
Foreign / International Transaction Fee	1.5% of the US Dollar amount charged (WAIVED)
Mapper Fee (File Integration)	No Charge for DEU Mappers created in PaymentNet
Standard/Custom State Card Design – (refer to section 3.2 F of RFP)	No Charge
Customized Card	No Charge
Rush / Special Card Handling Fee	\$0 if processed through Bank. If processed through the Credit Card Network, Participant shall pay any fees charged by the Credit Card Network.
Implementation Fee	No Charge
Training Fee(s)/ Cost(s) (refer to section 3.2 K of the RFP)	No Charge
Telephone Payment	No Charge
Copies of Statement(s) and Receipt(s)	No Charge
Additional Customization	No Charge

Other Fees (if applicable)	
fione	NC
alue Added Features (Add costs for any val-	ue-added / additional services or features proposed.)
Rebate early payment incentive	0.005% for each day payment is received early or prior to payment terms of 30/14

If the Participant requests services not listed in this schedule, Participant agrees to pay the fees associated with such services.

EXHIBIT 2

PARTICIPATING ADDENDUM

This Participating Addendum (the "Participating Addendum") is made and entered into by and be	etween
("CONTRACTOR"). (the "Participant") and JPMorgan Chase Bank, N.A.	
PRIMARY CONTACT	
The Participating State Government Participant contact for this Participating Addendum is as for	ollows:
Name:	
Address:	
Telephone:	
Fax:	
E-mail:	

RECITALS

WHEREAS the State of North Dakota, acting through its Office Management and Budget (STATE) and the CONTRACTOR entered into a Purchasing One Card Program Master Contract, #900, dated *October*, 12, 2018, as may be amended from time to time, (collectively, the "Contract");

WHEREAS, Participant is an organization affiliated with the State of North Dakota as set forth in North Dakota Century Code § 54-44.4-13 and desires to establish an independent card program on the same terms and conditions as the Contract:

NOW THEREFORE, the Parties hereto agree as follows:

AGREEMENT

- 1. **Definitions.** All terms used in this Participating Addendum have the meaning set forth in the Master Contract, unless such terms are otherwise defined herein.
- 2. Effect of Participating Addendum. Participant agrees that the term "State" in the Master Contract shall refer to Participant, with the exception of those references on Exhibit 1. Participant agrees that by executing this Participating Addendum, the Participant hereby adopts the Master Contract and agrees to be bound by all the terms, conditions, responsibilities and provisions thereof applicable to Participant as stated under the Agreement; provided, however, that the references to the contact information of the State under section 13 (Notice) shall be deemed to refer to the contact information set forth above for "Primary Contact". Without limiting the generality of the foregoing, Participant further agrees that it shall be responsible only for Transactions and for fees, charges and other amounts due under the Master Contract related to the use of Accounts or Cards of Participant pursuant to the Master Contract and that STATE shall not be liable for any such Transactions and for any such fees, charges and other amounts.

- 3. Acknowledgements. Participant acknowledges that it is solely responsible for the payment of purchases made using Cards and/or Accounts issued by the CONTRACTOR to the Participant. Improper use of this card can be considered misappropriation of State funds. This may result in cancellation of Procurement Card privileges, reimbursement to the State for improper use, disciplinary action up to and including termination and possible criminal charges. Any and all revenue sharing payments accruing on account of the Participant's net purchase volume (if any) shall be paid by the CONTRACTOR to the State. The STATE will disperse the revenue payments accordingly.
- 4. Information Sharing. Participant acknowledges and agrees that CONTRACTOR may share Participant's information with the STATE to include, but not limited to, commercial card Program transaction spending volumes, average transaction size, purchase limit data and any other information deemed necessary by the CONTRACTOR to facilitate the rebate incentives calculations based upon all participants' charge volume under the Master Contract.
- 5. **No Amendment.** This Participating Addendum does not and shall not be deemed to amend, change or modify the Master Contract.

EFFECTIVENESS OF PARTICIPATING ADDENDUM

This addendum does not become effective until fully executed by all parties.

PARTICIPANT
Signed:
Printed Name:
Title:
Date:
STATE OF NORTH DAKOTA
The below STATE signature is for the sole purpose of verification that the above Participant is statutorily authorized to participate in the Contract.
Signed:
Printed Name:
Title:
Date:
JPMORGAN CHASE BANK, N.A
Signed:
Printed Name:
Title:
Date:

ATTACHMENT A COMMERCIAL CARD AGREEMENT WITH DATA SECURITY ADDENDUM

Version 2.1

This Commercial Card Agreement, which is comprised of the Terms together with any exhibits attached thereto, as amended, supplemented or replaced from time to time (the "'Agreement') sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") shall provide commercial card services to State of North Dakota ("Client") who executes this Agreement and/or one or more of such Client's Affiliates. Client and Bank may be referred to in this Agreement individually as "Party" and collectively as the "Parties".

The following terms and conditions will apply to Bank's establishment of Accounts in the name of Client and/or one or more Client Affiliates and issuance of Cards to its and their respective employees and authorized representatives in the United States.

I. Overview

Bank shall issue Cards under the Program in the United States ("U.S. Program") in United States Dollars, and Client may participate in the U.S. Program subject to the terms of this Agreement.

II. Definitions

Capitalized terms used but not defined will have the meanings given to them in the Terms. The following terms shall be defined as set forth below:

Business Day means a day on which Bank and Federal Reserve Banks are open for business.

International Transaction means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

III. Certain Additional Terms

Client represents and warrants that the Cards and Accounts to be issued and established under this Agreement are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts. Client shall retain such applications (paper or electronic) for any Card when such application is not provided to Bank, for a period of twenty-five (25) months after the application has been received and acted upon.

IV. Fees and Incentives

The fees and charges and incentives (if any) related to Agreement are set forth on Exhibit 1.

V. International Transactions and Fees

If an International Transaction is made in a currency other than U.S. dollars, the applicable Network will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Card was used. Bank reserves the right to charge an International Transaction Fee, as specified herein. The International Transaction fee will be calculated on the U.S. dollar amount provided to Bank by the Network.

TERMS

1. Definitions

Each capitalized term used in this Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

Access Code means the user identification code and password assigned to Authorized Users.

Account means each account established in the name of Client pursuant to this Agreement.

Affiliate means an entity controlling, controlled by, or under common control with, directly or indirectly, a Party to this Agreement. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Applicable Law means for any country, all federal, state, provincial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organization such as the European Union, that apply to a Party's obligations under the Agreement.

Authorized Approver or Authorized Signer means an individual(s) designated by Client to have authority over the Program.

Authorized User means an individual designated by Client to access Account and Transaction data and reports.

Business Day means a day on which Bank is open for business as identified in the applicable Local Schedule.

Card means a Network-branded card that is issued to Cardholders by Bank upon the request of Client and approval by Bank, and includes any plastic card bearing a card number and accounts and card numbers with no associated plastic card, which includes Single-Use Accounts.

Card Request means a written or electronic transmittal from Client, requesting Bank to issue a Card(s).

Cardholder means: (A) an individual in whose name a Card is issued, and (B) any person or entity authorized by Client or named Cardholder to use a Card.

Cardholder Agreement means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means Client is solely liable for the Transactions, subject to the Agreement and any Cardholder Agreement.

Credit Card Network or Network means either MasterCard International, Inc. or Visa U.S.A., Inc.

Credit Limit means the maximum spending limit established for Client in connection with the Program.

Cycle means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

Fraudulent Transactions means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied or apparent authority for such use, and which Cardholder or Client receives no direct or indirect benefit.

Joint and Several Liability means Client and Cardholder are jointly and severally liable for the Transactions, subject to the Agreement, and the Cardholder Agreement.

Local Schedule means a schedule to this Agreement which sets forth the terms and conditions applicable to the commercial card Programs provided to Client in a particular geographic region or country.

Marks means the name, trade name, and all registered or unregistered service marks of Client, the Network and Bank.

Program means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Agreement.

Program Administrator means an individual or individuals authorized by Client to perform administrative and security functions in connection with the Program and System.

Single-Use Account means a one-time virtual card number generated for a single transaction.

Systems means the systems through which Client can access Account and Transaction data and reports.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under the Agreement.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account in respect of a Card.

2. Certain Bank Services

A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall establish Accounts in the name of Client and, where applicable, issue Cards to employees and authorized representatives of Client who are approved by Bank and are designated and authorized by Client to incur legitimate business expenses on Client's behalf. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.

- B. Extension of Program. Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend the Program to Client's Affiliates. Client is responsible as principal obligor for all obligations under the Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Affiliates and their respective Cardholders and waives any defenses or offsets available to such Affiliates). Client shall cause each of its Affiliates and their respective Cardholders to comply with the Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or any Client Affiliate or any Card to an employee or authorized representative of Client or any Client Affiliate or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").
- D. Supplier Recruitment. Supplier recruitment is an optional recruitment campalgn comprising of certain services provided by Bank (such services collectively, "Supplier Recruitment") in connection with certain products. Should Client request Supplier Recruitment services, Client shall be deemed to have accepted and agreed to the following terms of use:
 - i. Client will complete Supplier Campaign Questionnaire/Form provided by Bank;
 - ii. Client will commit to having internal resources available to address weekly recruitment needs;
 - iii. Client will provide, to the extent commercially reasonable, complete and accurate supplier information including, but not limited to, supplier name, remittance address, contact name, phone number, and email addresses.
 - iv. Should Client not have complete and accurate Supplier contact information, the Bank will offer "Supplier Data Enrichment", a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment. Bank will use commercially reasonable efforts to enrich supplier data provided by client via the Supplier Data Enrichment process. Client is solely responsible for validating Bank obtained supplier contact information during the recruitment process and prior to issuing payment to that supplier. Client acknowledges that supplier contact Information is deemed to be accurate once payment has been requested.
 - Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Data Enrichment services at any time.
- E. Receipt Image Services. For purposes of this section, "Receipt Image Services" means the optional services provided by Bank to allow Client the ability to fax and/or upload and maintain image(s) of receipt(s) on the System, and "Receipt Image(s)" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System by Bank. Bank will receive, store, and make Receipt Images available to Client through use of the System. In order for Bank to make Receipt Images available through the System, Client shall first fax and/or upload to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Bank will then make the Receipt Image available online through the System for a maximum of twenty-four (24) months ("System Image Accessibility Period"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

3. Obligations of Client

In connection with the Program, Client shall:

- A. Submit Card Requests in the form and via the method required by Bank. Client shall not give, nor cause or permit to be given, any Card to a Cardholder before the Cardholder application process defined by Bank is completed.
- B. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for Client's business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of Bank suspending a Card or refusing to issue any further Cards, closing an Account, or ending the Cardholder Agreement; (iv) of revisions to any guide to the use of Cards (if applicable); and (v) of the extent, if any, to which Bank will provide Transaction and Account information to third Parties at Client's request.
- C. Use commercially reasonable efforts: (i) to safeguard Accounts using reasonable security procedures; (ii) where applicable, to maintain a process ensuring timely and accurate reimbursement of all Transactions to its Cardholders; (iii) not to exceed the Credit Limit; (iv) to collect and destroy any Cards which are no longer required; and (v) to the extent that Cardholder Agreements and Cardholder documentation are provided, cause Cardholders to comply with the Cardholder Agreements and Cardholder documentation.
- D. If not previously provided by Bank, provide to each actual and prospective Cardholder, in accordance with Bank's instructions, Cardholder documentation supplied by Bank.

- E. Immediately notify Bank: (i) of any Card or any Account which is no longer required; and (ii) by phone of any Card that Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. In connection with Client's notifications obligations described herein and notwithstanding anything to the contrary contained in this Agreement:
 - <u>Liability for Fraudulent Transactions Following Notification</u>. Client shall not be liable for any Fraudulent Transactions made on a Card under any Account after the effective time of such notification to Bank of such Fraudulent Transaction.
 - ii. <u>Liability for Fraudulent Transactions Prior to Notification</u>. Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions made on a Card under any Account prior to the effective time of such notification to Bank of such Fraudulent Transactions.
 - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that, subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with the following fraud reduction requirements:
 - Client must block required high risk merchant category codes ("MCC's") identified by Bank and presented to Client;
 - Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Account and Transaction data; and
 - Client must comply with all other requirements as Bank may reasonably require from time to time.

If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either. (1) invoice Client for the amount of such Fraudulent Transaction amount from Client's rebate.

- F. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client, and in any event within sixty (60) days of such day. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) day period unless specified in a Local Schedule. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- G. Provide any required notification or obtain authorization under applicable privacy or data protection legislation.
- H. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Cardholder or Client or the identity or financial condition of Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- I. Make payments for all Transactions posted to Accounts no later than the payment date (the "Payment Date"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement, Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees as set out in Exhibit 1 to the Terms.
- J. In the case of Corporate Liability Programs, be solely liable for all Transactions and Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. In the case of any Joint and Several Liability Account, Client shall pay Bank, within ten (10) days of written notice, for any Transactions not paid by a Cardholder within one hundred and twenty (120) days of the first billing in respect of the relevant Transaction.
- K. Unless otherwise provided to Bank, provide Bank with such financial statements and other related information annually, or as otherwise requested by Bank in form and in such detail as Bank may reasonably request.
- Use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards and whom Client authorizes to use the Cards are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client.

4. Credit Limits and Certain Bank Rights

A. Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. The establishment of a limit does not prevent such limit from being exceeded and, subject to the Agreement, Client is responsible for all amounts including such amounts that exceed a limit.

B. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account; or issue any Card or (vi) require MCC authorization restrictions in connection with a Program; (viii) apply or offset any credit balance hereunder to the payment when due of any amount owing under this Agreement; (viii) offset any obligation of Client to Bank under this Agreement or otherwise against any obligation Bank owes to Client.

5. System Access

- A. Bank shall provide Client with password-protected access to Systems through use of an Access Code. Bank shall assign an initial Access Code to the Program Administrator who shall create and disseminate Access Codes to Authorized Users.
- B. Client shall adhere to security procedures, terms and conditions provided by Bank regarding the System as set forth herein. Client agrees that any access, Transaction or business conducted using an Access Code is presumed by Bank to have been in Client's name for Client's benefit.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank via the System. Bank may rely and act upon all instructions and messages which are issued with Access Codes, without making any further verification or inquiry.
- D. Bank is authorized to rely upon any written instruction that designates an Authorized Signer until the authority of any such Authorized Signer is revoked by Client by written instruction to Bank, and Bank has reasonable opportunity to act on such instruction.
- E. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

6. Representations and Warrantles

INTENTIONALLY OMITTED

7. Fees and Charges

Bank may change the fees and charges payable by Client at any time, provided that Bank notifies Client at least thirty (30) days prior to the effective date of the change or such other period as is specified in the applicable Local Schedule and an amendment to Master Contract is completed. Bank's fees and charges that are controlled by the Bank must be mutually agreed upon with the Client and an amendment issued. Bank's periodic statements represent the official record of amounts due and owing by Client to Bank regardless of the method(s) by which Client elects to receive invoice information from Bank (e.g., in electronic form, mappers or other methods). Client acknowledges that it has an obligation to verify and reconcile its payment obligations to Bank's periodic statements. Client and Bank agree that all periodic statements may be sent or made available electronically unless otherwise agreed to in writing. Client specifically agrees to the delivery and receipt of or access to such electronic periodic statements.

8. Term and Termination

- A. Upon termination of this Agreement for any reason, Client shall promptly destroy all physical Cards furnished to Cardholders.
- B. Client (upon notice to Bank) may suspend or terminate any Account or any Card under any Account at any time and for any reason.
- C. Sections 3, 4, 5, 6, 8.D, 9, 10, and 11 of this Agreement shall survive the termination of the Agreement or any Local Schedule. Notwithstanding anything to the contrary contained in this Section 8, the provisions of this Agreement shall remain in effect until all Cards and Accounts have been cancelled.

9. Limitation of Liability

INTENTIONALLY OMITTED

10. Confidentiality

INTENTIONALLY OMITTED

11. Miscellaneous

A. Except as otherwise mutually agreed, neither Party shall use the Marks of the other Party without its prior written consent. If Client elects to have its Marks embossed on the Cards or provide them to Bank for other uses, Client hereby grants Bank a non-exclusive limited license to use the Marks for the foregoing purposes.

THE RESIDENCE OF THE PROPERTY OF THE PROPERTY

B. INTENTIONALLY OMITTED

- C. In furtherance of the Parties' mutual interests in this Agreement, no third party will be deemed an intended or unintended beneficiary of this Agreement. This Agreement is enforceable only between the Parties hereto and shall not be subject to any actual or implied right or obligations of, or commitment to, any third party without the prior written consent of Bank.
- D. In the regular course of business, Bank may monitor, record and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders.
- E. INTENTIONALLY OMITTED
- F. INTENTIONALLY OMITTED
- G. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.
- H. If applicable, to the extent that Client would have been able to claim sovereign immunity in any action, claim, suit or proceeding brought by Bank, Client irrevocably waives and agrees not to claim such immunity.
- I. INTENTIONALLY OMITTED
- J. INTENTIONALLY OMITTED
- K. INTENTIONALLY OMITTED
- L. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).
- M. INTENTIONALLY OMITTED
- N. If any credit arises on an Account in respect of a Card (for example as a result of a duplicate payment, merchant refund or refund for a disputed transaction), Bank will apply the credit to offset any amount owed to Bank, either then or at any later time, under this Agreement. Bank may at its option pay it to the relevant Cardholder or Client using any method chosen by Bank.

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CONTRACT AMENDMENT

CONTRACT NAME AND NUMBER: Purchasing One Card Master Contract, #900

AMENDMENT NUMBER: 1 (one)

This amendment is made to Purchasing One Card Master Contract, #900 (Contract) between the State of North Dakota, acting through its Office of Management and Budget, Fiscal Management (STATE), and JPMorgan Chase Bank, N.A. (CONTRACTOR).

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

Renewal and Extensions

Contract Section 9, Term of Contract. The Contract commenced on February 1, 2019, for a period of 4 (four) years (January 31, 2023), with 4 (four) options to renew the Contract for up to 24 (twenty-four) months and 1 (one) option to extend at not to exceed 12 (twelve) months.

The parties have agreed to renew the Contract for an additional 24 (twenty-four) months; therefore, the Contract is amended to change the expiration date to January 31, 2025. The Contract has 3 (three) renewals remaining. The Contract can be extended for an additional 12 (twelve) months.

All other terms of the Contract remain in effect. This Contract Amendment is not effective until fully executed by all parties.

EXECUTION

CONTRACTOR		STATE OF NORTH DAKOTA
JPMorgan Chase Bank, N.A.		Acting through its Office of Management and Budget
BY;	Vincent Saia	BY: Joseph Goplin
Printed Name: V	ncent Saia	Printed Name: Joseph Goplin
Title: Vice President		Title: Financial Services Director
Date: 1/23/2023		Date: 01/25/2023

Signature: (

Email: jgoplin@nd.gov

State_of_North_Dakota-Contract Amendment

Final Audit Report 2023-01-25

Created: 2023-01-25

By: Angie Scherbenske (ankscherben@nd.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAjkGPf6UPB6KSX1CMB4xHtocEJxHnm2H2

"State_of_North_Dakota-Contract Amendment" History

- Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com) 2023-01-23 9:30:22 PM GMT
- Document created by Angie Scherbenske (ankscherben@nd.gov) 2023-01-25 1:28:51 PM GMT
- Document emailed to jgoplin@nd.gov for signature 2023-01-25 1:30:44 PM GMT
- Email viewed by jgoplin@nd.gov 2023-01-25 1:38:16 PM GMT
- Signer jgoplin@nd.gov entered name at signing as Joseph Goplin 2023-01-25 2:42:39 PM GMT
- Document e-signed by Joseph Goplin (jgoplin@nd.gov)
 Signature Date: 2023-01-25 2:42:41 PM GMT Time Source: server
- Agreement completed.
 2023-01-25 2:42:41 PM GMT





Fire Department

637 NP Avenue Fargo, ND 58102

Phone: 701.241.1540 | Fax: 701.241.8125

www.FargoND.gov

MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

FIRE CHIEF STEVE DIRKSEN

DATE:

10/24/2024

SUBJECT: GENERAL CONSTRUCTION CHANGE ORDER No. 21 FOR PROJECT BP0065 FIRE STATION 8

This request is for one change orders for the general construction of Fire Station 8. CO 21 – Signage and Water Management Drainage - \$2,011.00.

The original price of the contract for General Construction was \$3,504,720.00. The proposed changes will bring the total cost of the General Construction to \$3,583,579.61.

RECOMMENDED MOTION: Approve change order No. 21 for General Construction for BP0065 Fire Station 8 in the amount of \$2,011.00.



Change Order

PROJECT: (Name and address)

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

City of Fargo Fire Department 637 NP Avenue

OWNER: (Name and address)

Fargo, ND 58102

CONTRACT INFORMATION:

Contract For: General Construction

Date: May 15, 2023

ARCHITECT: (Name and address) Engineers-Architects, P.C. (herein known

as EAPC Architects Engineers) 112 North Roberts Street Suite 300

Fargo, ND 58102

CHANGE ORDER INFORMATION:

Change Order Number: G14 Date: August 30, 2024

CONTRACTOR: (Name and address)

Ledgestone, Inc.

22930 County Hwy 6 Detroit Lakes, MN 56501

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Install underground drainage at roof drain outlets on West and North side as discussed at walk through.

Add vinyl address labeling on windows @ (2) locations

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be

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

3,504,720.00 88,598.00 3.593.318.00

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

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

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers)

ARCHITECT (Firm name)

SIGNATURE

Nicholas Naujokas, AIA, Senior Architect

PRINTED NAME AND TITLE

8/30/2024

DATE

Ledgestone, Inc.

CONTRACTOR (Firm name)

SIGNATURE

Josh Lessman, President

PRINTED NAME AND TITLE

9/17/2024

City of Fargo Fire Department

OWNER (Firm name)

Steven SIGNATURE

Steven J. Dirksen, Fire Chief

PRINTED NAME AND TITLE

9/16/2024

DATE

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Ledgestone Inc. 22930 CO Hwy 6 Detroit Lakes MN 56501

www.ledgestoneinc.com 218-844-4550 218-847-5013



Change Order Request

COR Number: 21

Date: 8/26/2024

Project Number: 2301 **Contract Date:** 5/15/2023

To:	Project:	
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104	

Description of Change:

Install underground drainage at roof drain outlets on West and North side as discussed at walk through. Add vinyl address labeling on windows @ (2) locations.

Project Original Contract Sum

3,504,720.00

Total of Previously Approved Change Orders

76,848.61

Contract Amount Prior to this Change Order

Proposed Contract Amount of this Change Order

2,011.00

Proposed Contract Amount Including this Change Order

3,583,579.61

Accepted By:		
Contractor (Company Name)	Owner (Company Name)	Other (Company Name)
By (Signature)	By (Signature)	By (Signature)
Printed Name	Printed Name	Printed Name
Date	Date	Date
	Owner's Change Order Number	

Ledgestone Inc. 22930 CO Hwy 6 Detroit Lakes MN 56501

www.ledgestoneinc.com 218-844-4550 218-847-5013



Change Order Request

COR Number: 21

Date: 8/26/2024

To: City of Fargo Fire Department		Project: Fargo Fire Department Station #8			
Item	Description	Quantity UOM	Unit Price	Extended Price	
10 - Specialties					
	Vinyl address signage	1.00 LS	350.00	350.00	
			Specialties Total:	350.00	
32 - Exterior Imp	provements				
	Water management & drainage	1.00 LS	1,565.00	1,565.00	
	Profit & Overhead	0.00	0.00	96.00	
		Exterior	Improvements Total:	1,661.00	
			Change Order Total:	2,011.00	





Fire Department

637 NP Avenue Fargo, ND 58102

Phone: 701.241.1540 | Fax: 701.241.8125

www.FargoND.gov

MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

FIRE CHIEF STEVE DIRKSEN

DATE:

10/24/2024

SUBJECT: GENERAL CONSTRUCTION CHANGE ORDER No. 22 FOR PROJECT BP0065 FIRE STATION 8

This request is for one change orders for the general construction of Fire Station 8. CO 22 – Exterior improvements addition of rock mulch - \$1,124.00.

The original price of the contract for General Construction was \$3,504,720.00. The proposed changes will bring the total cost of the General Construction to \$3,584,703.61.

RECOMMENDED MOTION: Approve change order No. 22 for General Construction for BP0065 Fire Station 8 in the amount of \$1,124.00



Change Order

PROJECT: (Name and address)

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

OWNER: (Name and address) City of Fargo Fire Department

637 NP Avenue Fargo, ND 58102 **CONTRACT INFORMATION:**

Contract For: General Construction

Date: May 15, 2023

ARCHITECT: (Name and address)

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers)

112 North Roberts Street Suite 300

Fargo, ND 58102

CHANGE ORDER INFORMATION:

Change Order Number: G15 Date: September 19, 2024

CONTRACTOR: (Name and address)

Ledgestone, Inc.

22930 County Hwy 6 Detroit Lakes, MN 56501

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Add rock mulch area around generator/transformer pad.

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

\$ 3,504,720.00 \$ 90,609.00 \$ 3,595,329.00 \$ 1,124.00 \$ 3,596,453.00

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

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

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers)	Ledgestone, Inc.	City of Fargo Fire Department
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name) Steven Dirksen
SIGNATURE	SIGNATURE	SIGNATURE
Nicholas Naujokas, AIA, Senior Architect	Josh Lessman, President	Steven J. Dirksen, Fire Chief
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
9/19/2024	9/19/2024	9/24/2024
DATE	DATE	DATE

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(3B9ADA52)

Ledgestone Inc. 22930 CO Hwy 6 Detroit Lakes MN 56501

www.ledgestoneinc.com 218-844-4550 218-847-5013



Change Order Request

COR Number: 22

Date: 9/18/2024

Project Number: 2301 Contract Date: 5/15/2023

To:	Project:
637 NP Avenue	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Rock mulch area around generator/transformer pad for ease of mowing. Work requested by Fargo Fire Department.

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	78,859.61
Contract Amount Prior to this Change Order	3,583,579.61
Proposed Contract Amount of this Change Order	1,124.00
Proposed Contract Amount Including this Change Order	3,584,703.61

Contractor (Company Name)	Owner (Company Name)	Other (Company Name)
By (Signature)	By (Signature)	By (Signature)
rinted Name	Printed Name	Printed Name
Pate	Date	Date
	Owner's Change Order Number	

2

Ledgestone Inc. 22930 CO Hwy 6 Detroit Lakes MN 56501

www.ledgestoneinc.com 218-844-4550 218-847-5013

To: City of Fargo Fire Department



Project: Fargo Fire Department Station #8

Change Order Request

COR Number: 22

Date: 9/18/2024

Item	Description	Quantity UOM	Unit Price	Extended Price
Exterior Im	provements			
	Rock Mulch	1.00 LS	1,070.00	1,070.00
	Profit & Overhead	0.00	0.00	54.00
		Exterior Impro	ovements Total:	1,124.00
		Char	nge Order Total:	1,124.00



2618 16TH AVE S MOORHEAD, MN 56560

> Phone: 701-200-0456 Fax: 218-359-0357

Web: www.jtlawnandlandscaping.com

PROJECT: FFD#8 - Extra Work

DATE:

18-Sep-24

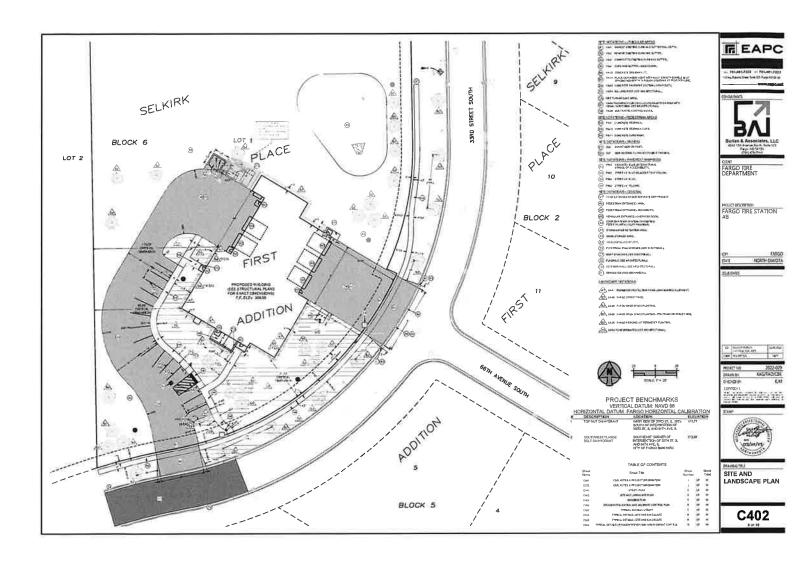
Attn: Josh Lessman

ITEM#	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
	Landscape - Edging & Rock Mulch Work includes:	LS	1.00	\$1,070.00	\$1,070.00
	-Remove and dispose of existing turf in work				
	area				
	-Install poly landscape edging, weed barrier				
	fabric and rock mulch to match existing in area				
	around utility pads, including light pole base				
	and SS cleanout				

Total Of Above	\$1,070.00

UTHORIZED SI	GNATURE:		
ITLE:			

BY:





Fire Department

637 NP Avenue Fargo, ND 58102

Phone: 701.241.1540 | Fax: 701.241.8125

www.FargoND.gov



MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

FIRE CHIEF STEVE DIRKSEN

DATE:

10/24/2024

SUBJECT: GENERAL CONSTRUCTION CHANGE ORDER No. 23 FOR PROJECT BP0065 FIRE STATION 8

This request is for one change orders for the general construction of Fire Station # 8. CO 22 – Exterior improvements addition of rock mulch - \$1,890.00.

The original price of the contract for General Construction was \$3,504,720.00. The proposed changes will bring the total cost of the General Construction to \$3,586,593.61.

RECOMMENDED MOTION: Approve change order No. 23 for General Construction for BP0065 Fire Station 8 in the amount of \$1,890.00



Change Order

PROJECT: (Name and address)

Fire Station #8 6617 33rd St S Fargo, ND 58104 **CONTRACT INFORMATION:**

Contract For: General Construction

Date: May 15, 2023

CHANGE ORDER INFORMATION:

Change Order Number: G16 Date: October 1, 2024

OWNER: (Name and address)

City of Fargo Fire Department

637 NP Avenue Fargo, ND 58102 **ARCHITECT:** (Name and address) Engineers-Architects, P.C. (herein known

as EAPC Architects Engineers) 112 North Roberts Street

Suite 300 Fargo, ND 58102 CONTRACTOR: (Name and address)

Ledgestone, Inc.

22930 County Hwy 6 Detroit Lakes, MN 56501

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Work to hydrovac and add (2) sleeve sections to the city water gate valve.

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days. The new date of Substantial Completion will be the same. 3,504,720.00 79,983.61 3,584,703.61 3,586,593,61

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

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

Engineers-Architects, P.C. (herein known	Ledgestone, Inc.	City of Fargo Fire Department
as EAPC Architects Engineers)	-	
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
	1 to	Steven Q Dirksen
SIGNATURE	SIGNATURE	SIGNATURE
Nicholas Naujokas, AIA, Senior Architect	Josh Lessman, President	Steven J. Dirksen, Fire Chief
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10/24/2024	10/24/2024	10/24/2024
DATE	DATE	DATE

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Ledgestone Inc. 22930 CO Hwy 6 Detroit Lakes MN 56501

www.ledgestoneinc.com 218-844-4550 218-847-5013



Change Order Request

COR Number: 23

Date: 9/30/2024

Project Number: 2301 Contract Date: 5/15/2023

To:	Project:	
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104	

Description of Change:

Work to hydrovac and add (2) sleeve sections to the city water gate valve that got covered up in the front driveway. Upon uncovering and finding the gate valve cover it was discovered this had been broken and pushed down prior to construction. (2) adjustable section were replaced and hydrovaced all sand and debri out of the pipe.

This work was verbally approved by Steve Dirksen and Tim Binfet

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	79,983.61
Contract Amount Prior to this Change Order	3,584,703.61
Proposed Contract Amount of this Change Order	1,890.00
Proposed Contract Amount Including this Change Order	3,586,593.61

Accepted By:		
Contractor (Company Name)	Owner (Company Name)	Other (Company Name)
By (Signature)	By (Signature)	By (Signature)
Printed Name	Printed Name	Printed Name
Date	Date	Date
	Owner's Change Order Number	

Ledgestone Inc. 22930 CO Hwy 6 Detroit Lakes MN 56501

www.ledgestoneinc.com 218-844-4550 218-847-5013



Change Order Request

COR Number: 23

Date: 9/30/2024

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8

Item	Description	Quantity UOM	Unit Price	Extended Price
33 - Utilities				
	Hydrovac and fix gate valve	1.00 LS	1,800.00	1,800.00
	Profit & Overhead	0.00	0.00	90.00
			Utilities Total:	1,890.00
		Ci	nange Order Total:	1,890.00



FARGO CASS PUBLIC HEALTH

ADMINISTRATION 1240 25th Street South Fargo, ND 58103-2367 Phone 701.241.1360 FargoCassPublicHealth.com



MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

JENN FAUL/

DIRECTOR OF PUBLIC HEALTH

DATE:

OCTOBER 22, 2024

RE:

AGREEMENT FOR SERVICES WITH SOUTHEAST HUMAN

SERVICE CENTER. GRANT: HE49 FUNDS

FUNDS: \$27,580 EXPIRES: 06/20/2025

The attached agreement for services is with Southeast Human Service Center for serving as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve this agreement for services.

JF/lls

Attachment



CONTRACT AGREEMENT FOR SERVICES WITH SOUTHEAST HUMAN SERVICE CENTER

HEALTH PROTECTION & PROMOTION TERM: 9/10/2024 TO 06/20/2025 · Page 1 of 1

THIS AGREEMENT, effective the 10th day of September 2024, by and between Fargo Cass Public Health (FCPH); and Southeast Human Service Center (Independent Contractor).

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

- A. Term of Agreement: The term of this Agreement shall be for the period of September 10, 2024, through June 20, 2025.
- B. Services to be provided by independent contractor: Working in collaboration with FCPH, the Independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to make inroads on tobacco cessation treatment with staff that work with youth, provide education materials and interventions, continue to expand tobacco treatment with the adult population, provide nicotine replacement therapy to tobacco users, coordinate tobacco cessation activities, and have staff go through tobacco treatment specialist training.
- C. Reimbursement: The Independent Contractor shall be reimbursed up to a total of \$27,580. This includes \$15,000 for nicotine replacement therapy, \$4,000 for contingency management, \$6,480 for tobacco treatment specialist training, \$1,500 for youth and adult educational materials, and \$600 for YMCA passes. Invoices must be submitted quarterly. The final invoice is due on June 20, 2025.
- **D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality: The Independent Contractor 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.
- F. Progress Reports: FCPH, shall throughout the effective dates of this agreement, conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by the first Monday of each month, and quarterly with the final report due on June 20, 2025.

Special Considerations:

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Southeast Human Service Center shall not be deemed an employee of FCPH for any purpose.
- B. The laws of the State of North Dakota shall govern this Agreement. The parties hereby certify that the above assurances and provisions of service have been reviewed and the Parties agree upon the conditions as set forth.
- C. It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

In Witness thereof, this Agreement has been executed between the Independent Contractor and Fargo Cass Public Health on the date-executed below.

Fargo Cass Public Health By fam fam 9/12/2024	Southeast Human Service Center By 10/14/2024
Jenn Faul, Director of Public Health	Name: Alanna Zeller
	Title: Interim Regional Director
By	
Timothy J. Mahoney, Mayor, City of Fargo Date	ATTEST
	Steve Sprague, City Auditor





FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360

FargoCassPublicHealth.com

MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

JENN FAUL

DIRECTOR OF PUBLIC HEALTH

DATE:

OCTOBER 22, 2024

RE:

AGREEMENT FOR SERVICES WITH LIZ HANNIG.

GRANT: HE108 FUNDS

FUNDS: \$500.00

EXPIRES: 09/30/2025

The attached agreement for services is with Liz Hannig for administration and instruction of Child Care Physical Activity Health Code training.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve this agreement for services.

JF/lls

Attachment

Page 225 Fargo Cass Public Health Prevent. Promote. Protect.

CONTRACT AGREEMENT FOR SERVICES WITH LIZ HANNIG

HEALTH PROTECTION & PROMOTION TERM: 11/01/2024 to 09/30/2025 Page 1 of 1

THIS AGREEMENT, effective the 1st day of November 2024, by and between Fargo Cass Public Health (FCPH); and Liz Hannig (Independent Contractor).

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

- A. Term of Agreement: The term of this Agreement shall be for the period of November 1, 2024, through September 30, 2025.
- B. Services to be provided by independent contractor: Administration and instruction of Child Care Physical Activity Health Code training and provide data on the numbers attending.
- **C. Reimbursement:** The contracting consultant shall be reimbursed \$125.00 per training and submit an invoice, not to exceed \$500.00 (up to four total trainings).
- **D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality: The Independent Contractor 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.
- F. Progress Reports: FCPH, shall throughout the effective dates of this agreement, conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted quarterly, and the final report due on June 20, 2025.

Special Considerations:

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Liz Hannig shall not be deemed an employee of FCPH for any purpose.
- B. The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed and the Parties agree upon the conditions as set forth.
- C. It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

In Witness thereof, this Agreement has been executed between the Independent Contractor and Fargo Cass Public Health on the date-executed below.

Fargo Cass Public Health		Liz Hannig	
Jenn Faul	10/09/2024	Elizabeth A Hannig (Oct 14, 2024 09:11 CDT)	10/14/2024
Jenn Faul, Director of Public Health	Date	Liz Hannig, Independent Contractor	Date
By		ATTEST	
Timothy J. Mahoney, Mayor, City	of Fargo Date	Steve Sprague, City A	Auditor

Page 226

Liz Hannig Physical Activity Code EXP 2025

Final Audit Report

2024-10-14

Created:

2024-10-09

By:

Lori Sall (Isall@FargoND.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAA_MH_ATrKNAS056HEPgGOOeoivxBtLAAG

"Liz Hannig Physical Activity Code EXP 2025" History

- Document created by Lori Sall (Isall@FargoND.gov) 2024-10-09 3:07:06 PM GMT
- Document emailed to misslizcmc@gmail.com for signature 2024-10-09 3:07:29 PM GMT
- Email viewed by misslizcmc@gmail.com 2024-10-09 4:33:53 PM GMT
- Signer misslizcmc@gmail.com entered name at signing as Elizabeth A Hannig 2024-10-14 2:11:01 PM GMT
- Agreement completed.

2024-10-14 - 2:11:03 PM GMT



FARGO CASS PUBLIC HEALTH

ADMINISTRATION 1240 25th Street South Fargo, ND 58103-2367 Phone 701.241.1360 FargoCassPublicHealth.com



MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

JENN FAUL

DIRECTOR OF PUBLIC HEALTH

DATE:

OCTOBER 22, 2024

RE:

AGREEMENT FOR SERVICES WITH CENTER POINT

TACTICAL, LLC. FUNDS: \$5000.00 EXPIRES: 12/30/2024

The attached agreement for services is with Center Point Tactical, LLC to provide consulting, supporting, and educating the CCPH (Clay County Public Health) emergency preparedness coordinator and or designee as necessary respective to Minnesota and ND Public Health Emergency Preparedness and City Readiness Initiative duties, responsibilities, and mandates.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve this agreement for services.

JF/lls

Attachment

Fargo Cass Public Health Prevent. Promote. Protect.

CONTRACT AGREEMENT FOR SERVICES CENTER POINT TACTICAL, LLC

EPF

TERM: 07/01/2024 TO 12/30/2024 Page 1 of 2

THIS AGREEMENT, effective the 1st day of July 2024, by and between Fargo Cass Public Health (FCPH); and Center Point Tactical, LLC (Independent Contractor).

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

A. Term of Agreement: The term of this Agreement shall be for the period of July 1, 2024, through December 30, 2024.

B. Services to be provided by Independent Contractor:

- 1. Center Point Tactical, LLC will support Fargo Cass Public Health by providing the following:
 - a. Advising, consulting, supporting, and educating the CCPH emergency preparedness coordinator and or designee as necessary respective to Minnesota and North Dakota Public Health Emergency Preparedness (PHEP) and City Readiness Initiative (CRI) duties, responsibilities, and mandates.
 - Review, discuss, and subsequently assist in completing the BPS (PHEP & CRI) mid-year grant duty reporting.
 - ii. Assist in completing the BPS (PHEP &CRI) mid-year grant duty reporting.
- 2. Center Point Tactical, LLC will review and discuss planning and response operations respective to the functions identified in ESF#8 (Health and Medical).
- 3. Additionally, Center Point Tactical, LLC will provide consulting support and training as needed respective to the following areas:
 - a. The 15 PHEP capabilities including functions, tasks, and resource elements including an overview regarding the structural and operational differences between how ND and MN health department's function.
 - b. Cross border and local emergency response plans including:
 - i. Mass casualty/care response plans.
 - ii. Medical countermeasure (SNS) and (RSS) response and operational plans.
 - iii. COOP plans.
 - iv. Tactical communication and public information plans.
 - v. Emergency Operational Command operations and LPH interface.
 - c. Emergency management and LPH operational structures, including cross border and local jurisdictional response responsibilities.
 - d. Medical reserve core and (MN Responds).
 - e. Healthcare coalitions and LPH integration.
 - f. Training/exercise and operational plans respective to management and operations of a DOC (department operations center), including all ICS (incident command system) roles and responsibilities for all command and general LPH staff.
 - g. Mandates related to general and command staff Incident Command System (ICS) and FEMA training.
 - h. Emergency communications/equipment including Everbridge and all supporting equipment, technology, and radio systems.
 - i. Emergency/disaster response plans (base plans, functional plans, supporting annexes, appendixes, and associated MOUs/MOAs and action plans).
 - j. Assist with and ensure AARIPs (after action reports and improvement plans as required or directed) are completed and submitted as required by CDC and MOH.
- 4. Assist with the development of schedules and plans to meet the requirements outlined in the Public Health Emergency plans to meet the requirements outlined in the (PHEP) Operational Readiness Review Guidance, specifically noted on pages 6 through 11.

Page 229

- 5. Assist with the coordination, development, preparation, and administering of mandated drills as required by the Division of Strategic National Stockpile (DSNS) and MOH.
- 6. Assist with the development, preparation, and submission of results of scheduled drills as mandated and required by MOH and CDC, including submission of reports by the appropriate method per the Center of Disease Control's requirement.
 - a. If required, help support and or conduct one annual PHEP exercise incorporating access and functional needs (AFN) partners.
 - b. If needed to help assemble State Strategic National Stockpile (SNS) and local City Readiness Initiative (CRI) planners to convene periodic CRI meetings.
 - c. Help ensure that the continuation, development, and augmentation of Grantee's scalable plans with supporting infrastructure that is consistent with State plans so that the selected Metropolitan Statistical Areas (MSAs) are prepared to provide medical counter measures during an event.
 - d. Help ensure all CRI plans are reviewed and updated annually.
- **C. Reimbursement:** Center Point Tactical, LLC shall be reimbursed as billed quarterly for the above services rendered for a maximum of up to \$5,000 for the total project detailed. It is understood any forms or paperwork required by Center Point Tactical, LLC to receive payment for services will be completed as needed.
- **D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- **E. Confidentiality:** Center Point Tactical, LLC and or any designee 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 or Minnesota law.
- **F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement, conduct ongoing evaluation of the Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by the Independent Contractor in accomplishing stated goal/objectives. The Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted quarterly with the final report due on June 20, 2025.

Special Considerations:

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Center Point Tactical, LLC shall not be deemed an employee of FCPH for any purpose.
- B. The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed and the Parties agree upon the conditions as set forth.
- C. It is understood any forms or paperwork required by Center Point Tactical, LLC to receive payment for services will be completed as needed.

In Witness thereof, this Agreement has been executed between the Independent Contractor and Fargo Cass Public Health on the date-executed below.

Fargo Cass Public Health		Center Point Tactical, LLC	
By faul 1	0/09/2024	By Joshua Ebert (Oct 11, 2024 00:19 CDT) Joshua Ebert	10/11/2024
By Timothy J. Mahoney, Mayor, City of Far	go Date	ATTESTSteve Sprague, C	City Auditor

Page 230

Contract agreement services Center Point Tactical LLC exp 12.2024

Final Audit Report

2024-10-11

Created:

2024-10-09

By:

Lori Sall (Isall@FargoND.gov)

Status:

Signed

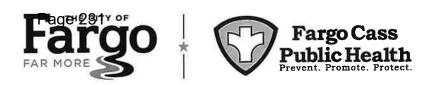
Transaction ID:

CBJCHBCAABAAWJ_AYsUaRe-pmrjA7re44T8xk6Ac_dAX

"Contract agreement services Center Point Tactical LLC exp 12. 2024" History

- Document created by Lori Sall (Isall@FargoND.gov) 2024-10-09 3:25:02 PM GMT
- Document emailed to centerpointtactical@outlook.com for signature 2024-10-09 3:25:18 PM GMT
- Email viewed by centerpointactical@outlook.com 2024-10-11 5:16:48 AM GMT
- Signer centerpointtactical@outlook.com entered name at signing as Joshua Ebert 2024-10-11 5:19:31 AM GMT
- Document e-signed by Joshua Ebert (centerpointtactical@outlook.com)

 Signature Date: 2024-10-11 5:19:33 AM GMT Time Source: server
- Agreement completed. 2024-10-11 - 5:19:33 AM GMT



FARGO CASS PUBLIC HEALTH

ADMINISTRATION 1240 25th Street South Fargo, ND 58103-2367 Phone 701.241.1360 FargoCassPublicHealth.com



MEMORANDUM

TO:

BOARD OF CITY COMMISSIONERS

FROM:

JENN FAUL

DIRECTOR OF PUBLIC HEALTH

DATE:

OCTOBER 24, 2024

RE:

AMENDMENT TO TYLER TECHNOLOGIES CONTRACT.

EX25013

The attached amendment is for the November 13, 2023, Tyler Technologies Contract to upgrade the existing software for Environmental Health division licensing database software.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve this agreement for services.

JF/lls

Attachment



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Fargo, North Dakota, with offices at 225 4th Street N, Fargo, North Dakota 58102-4809 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated November 13, 2023 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

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

- 1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$33,350, for the Tyler Software added herein. SaaS fees shall be invoiced as follows:
 - \$24,750 on initiation of project planning, for the period March 1, 2025 –
 December 31, 2025;
 - \$33,000 on December 1, 2025, for the period January 1, 2026 December 31, 2026;
 - Thereafter, on December 1, for the period January 1 December 31
 - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment provided prior to December 1, 2025, along with applicable expenses incurred prior to December 1, 2025, up to \$85,250, shall be invoiced as provided and/or incurred. Fees for services provided and expenses incurred in excess of such amount prior to December 1, 2025, estimated at \$79,750, shall be invoiced on December 1, 2025 and payable in January 2026.
- 2. When Tyler makes Tyler Software identified in the Investment Summary (the "Evergreen Modules") and licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler DHD software (hereafter, "Migration Module") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.
- 3. Beginning on March 1, 2025, Client shall no longer be required to pay annual support fees for the Migration Module.

- 4. Client will receive a credit for the maintenance and support fees prepaid for the Migration Module for the time period commencing on March 1, 2025.
- 5. Contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Module until Tyler makes the Tyler Evergreen Modules available for use in live production.
- 6. The services set forth in Exhibit 1 will be provided.
- 7. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 8. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Fargo, North Dakota
Ву:	By: Senn Faul
Name:	Name: Jenn Faul
Title:	Title: <u>Director of Public Health</u>
Date:	Date: 10/24/2024
	Ву:
	Name: Timothy J. Mahoney
	Title: Mayor, City of Fargo
	Date:
	ATTEST By:
	Name: Steve Sprague

Title: City Auditor



Quoted By: Quote Expiration: Quote Name:

Sales Quotation For:

Fargo Department of Health 401 3rd Ave. North Fargo ND 58103

Phone: (701) 241-1360

Tyler SaaS - Gold

	2	
Description	Term	Monthly Fe
Enterprise Permitting & Licensing Core Software		
Annual EH SAAS (up to 15 users) 2/1/23-1/31/24		\$ 1,206
Enterprise Permitting & Licensing Extensions		
Workforce Mobile		\$ 49
Enterprise Service Requests (Back office only, does not include mobile app)		\$ 417
Core Foundation Bundle		\$ 0
Advanced Automation Bundle		\$0
Environmental Health Extensions		
Enterprise Service Requests for Environmental Health		\$ 83
Environment Health API Toolkit		\$ 0
Civic Services		
Civic Access - Environmental Health		\$ 583
Tyler Software		
GIS 2022-324256-Z7C4L5		\$ 0

TOTAL 1.00

Professional Services

Description	Quantity	Unit Pri
Professional Services		
Configuration Training - Remote	40	\$ 18
Custom Report Development (3 pack)	1	\$ 9,00
End User Training - Remote	40	\$ 20
GIS Analyst	20	\$ 18
Letters and Forms Development (5 pack)	2	\$ 6,25
Production Support - Remote	40	\$ 20
Professional Implementation Services - Remote	340	\$ 18
Project Management Services - Remote	180	\$ 20
Solutions Orientation Training - Remote	40	\$ 18

TOTAL:

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 33,350
Total Services	\$ 154,900	\$0
Total Third-Party Hardware, Software, Services	\$ O	\$0
Summary Total	\$ 154,900	\$ 33,350
Contract Total	\$ 188,250	

Customer Approval:	Jem Faul	Date:	10/24/2024	
Print Name:	Jenn Faul, Director of Public Health,	P.O.#:		_==

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existin between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed as to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) w available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler r
 download by the Client (for Maintenance) or on the first day of the month following the date this quotation was sig
 Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewal
 accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Core Foundation Bundle includes Enterprise Forms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user

Enterprise Permitting & Licensing powered by EnerGov Advanced Automation Bundle includes Intelligent Objects, Inte Georules and Workflow Designer.

Enterprise Service Requests is an application for citizens to report code complaints. Tyler resources will configure, train go-live for 311 functionality utilized by Enterprise Permitting & Licensing powered by EnerGov.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applic client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/paymentcard-processing-agreement.

By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such Core Foundation Bundle includes ReadyForms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs. Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, at Enterprise Permitting & Licensing powered by EnerGov Advanced Automation Bundle includes Intelligent Objects, Inte Georules and Workflow Designer.

Enterprise Permitting Support Services provided by Tyler are limited to installation of the API and guidance to the Clier resources. API consulting is listed as an optional service. Tyler does not provide integration development services for Licensing powered by EnerGov API/SDK toolkits.

The Client (or a selected third party integrator) will perform all development work against the API/SDK.

In the event the Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refunc on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel. I and/or acceptance of any deliverable by the Client will result in an increase in the duration of the project and will requadditional costs associated with the delay, including but not limited to additional hours for project management, deliverable to the control of the project management.

Tyler resources will perform Assess and Define, configuration, internal testing, Process Refinement and Solution Valida enforcement cases for 1 department(s) within EnerGov's Code Enforcement Module.

The Client has the Automation Bundle Package which includes: 5 Automation Events are within the scope of this imple defined by: - Intelligent Object (IO) – key component for automatically and reactively triggering the generating of emai notifications. - Intelligent Automation Agent (IAA) – a tool designed to automate a task in a proactive manner by settin and other tasks.

On a nightly basis, a windows services sweeps the EnerGov system looking for IAA conditions that have been met, and performed. The IAA does not generate alerts or errors.

Tyler will be responsible for the development of 5 Automation Events

- The Client will be responsible for the development of 0 Automation Events
- 5 Geo Rules are within the scope of this implementation

Page 238 o Rules are defined by: - An automation event that is triggered by a condition configured around the source ESRI &

- Tyler will be responsible for the development of 5 Geo Rules
- The Client will be responsible for the development of 0 Geo Rules

Tyler resources will configure and test basic EnerGov functionality including global settings, and preliminary user roles. to provide and maintain the GIS services to be used by the Tyler EnerGov applications. Tyler will provide guidelines to Implementation will include the following programs:

Programs:

- 1. FDA Food Program which includes any food related establishments and does not have to be in a s
 - a. Restaurants, Child Care, Community Organizations (vs Institution), Grocery Bakery, Retail Me Concessions, Alcohol service
- 2. Body Art Establishments
- 3. Lodging Establishments
- 4. Pet Store Facilities
- 5. Animal Boarding Facilities
- 6. Aquatic (vs. pool)
- 7. Tanning Facilities
- 8. Massage Therapy Establishments
- 9. Onsite Sewage Treatment Systems (vs Sewage disposal) which will or should include permit
- 10. Nuisance program which includes the following:
 - a. Tall Grass/Weeds
 - b. Animal Waste
 - c. Aquatic
 - d. Food
 - e. Junk/Garbage/Debris
 - f. Other

Any additional programs shall require scoping and additional professional services hours for configura training.

Requested by:	Lori Sall	Department:	Fargo Cass Public Health
Date of Request:	10/24/2024	Phone Number:	701.241.1360
E-mail:	LSall@FargoND.gov	Reference exemption table justification on page 1	
Dept Head Signature:	Belindrala	Estimated Amount of Purchase:	188,250 total

Product or Service description: New version of Tyler Technologies. Environmental data program. (inspection database)					
n					
Is a Contract required? Yes V No					
Vendor Name:					

Vendor Name:	Tyler Technologies				
Address:	One Tyler D	rive			
City: Yar	mouth	State:	Main	Zip C	^{ode:} 04096
Contact Person:	Chris Harpena	u	Title: Sa	ales	
Telephone: 888.355.1093		Email: Ch	Email: Chris.harpenau@tylertech.com		
Purchasing Man	ager Approval:		Tu	SK	
Exempt Purchase (EX) Number:			EX25013		

			(0)		
City of Fargo Staff Report					
Title:	Timber Parkway Eleventh Addition	Date: Update:	8/29/2024 10/24/24		
Location:	3300 Jacks Way South Staff Con		Donald Kress, current planning coordinator		
Legal Description:	gal Description: Lot 2, Block 1, Timber Parkway Sixth Addition				
Owner(s)/Applicant:	PLC Investments, LLC / Houston Engineering, Inc.	Engineer:	Houston Engineering, Inc.		
Entitlements	Minor Subdivision (Replat of Lot 2, Block 1, Timber Parkway Sixth Addition				
Requested:	to the City of Fargo, Cass County, North Dakota)				
Status:	City Commission Consent Agenda: October 28th, 2024				

Existing	Proposed
Land Use: Undeveloped	Land Use: Commercial
Zoning: GC, General Commercial, with a C-O, Conditional Overlay	Zoning: Unchanged
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishments offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, and certain telecommunication facilities. Conditional Overlay No. 5266 prohibits certain uses.	Uses Allowed: Unchanged
Maximum Lot Coverage Allowed: Maximum	Maximum Lot Coverage Allowed: Unchanged
85% building coverage	

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, to be known as **Timber Parkway Eleventh Addition**, a replat Lot 2, Block 1, Timber Parkway Sixth Addition to the City of Fargo, Cass County, North Dakota

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: GC, with conditional overlay; supermarket
- East:, GC with conditional overlay: restaurant
- South: Across 52nd Avenue South, City of Frontier.
- West: GC with conditional overlay; undeveloped

(continued on next page)

Context:

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

Neighborhood: The subject property is located within Centennial neighborhood.

Parks: Timber Creek Park is within a quarter mile to the north of the subject property. This park provides a basketball court, grills, picnic tables, and playgrounds for ages 2-5 and 5-12, recreational trails, and a shelter.

Pedestrian / Bicycle: There are ten foot wide trails along 52nd Avenue South and along the east side of Timber Parkway South. There are eight foot wide trails along 32nd Street South and shared-use paths within Timber Creek Park.

Bus Route: There are no bus routes within a quarter mile of the subject property.

Staff Analysis:

PLAT

The plat will divide one lot into two lots for commercial development. Access will be from Jacks Way South, a private drive. An existing shared access easement with the property adjacent to the east will remain. The subdivision also would formally name the adjacent private drive as Jack's Way South for addressing and wayfinding purposes

ZONING

The GC zoning and conditional overlay ordinance no. 5266 will carry through to this subdivision. No change in the zoning or C-O is proposed.

AMENITIES PLAN

Staff has worked with the applicant to create an amenities plan primarily addressing stormwater management. The subdivision does not require any public improvements.

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 divide an existing lot into a two lot, one block minor subdivision entitled Timber Parkway Eleventh Addition. The properties within this plat are currently zoned GC, General Commercial, with a Conditional Overlay, and no change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received 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)

2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

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

(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed subdivision plat, **Timber Parkway Eleventh Addition** as outlined within the staff report, as the proposal complies with the standards of Section 20-0907.B & C, standards of Article 20-06, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: September 5th, 2024

At the September 5th, 2024 Planning Commission, that Commission, by a vote of 9-0 with one Commissioner absent and one Commission seat vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission the proposed subdivision plat, **Timber Parkway Eleventh Addition** as outlined within the staff report, as the proposal complies with the standards of Section 20-0907.B & C, standards of Article 20-06, and all other applicable requirements of the Land Development Code.

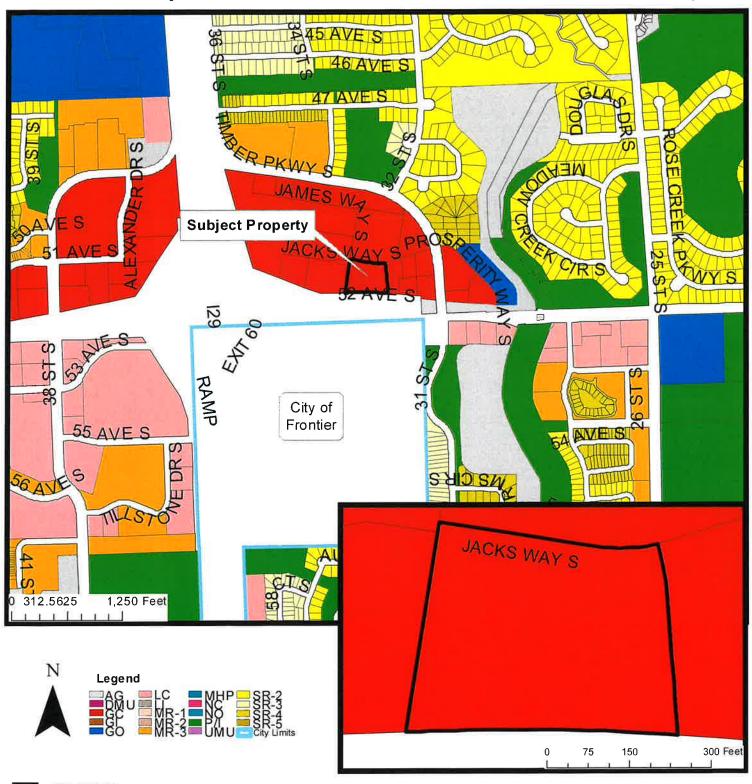
Attachments:

- 1. Zoning map
- 2. Location map
- 3. Preliminary plat

Minor Subdivision

Timber Parkway 11th Addition

3300 Jacks Way South



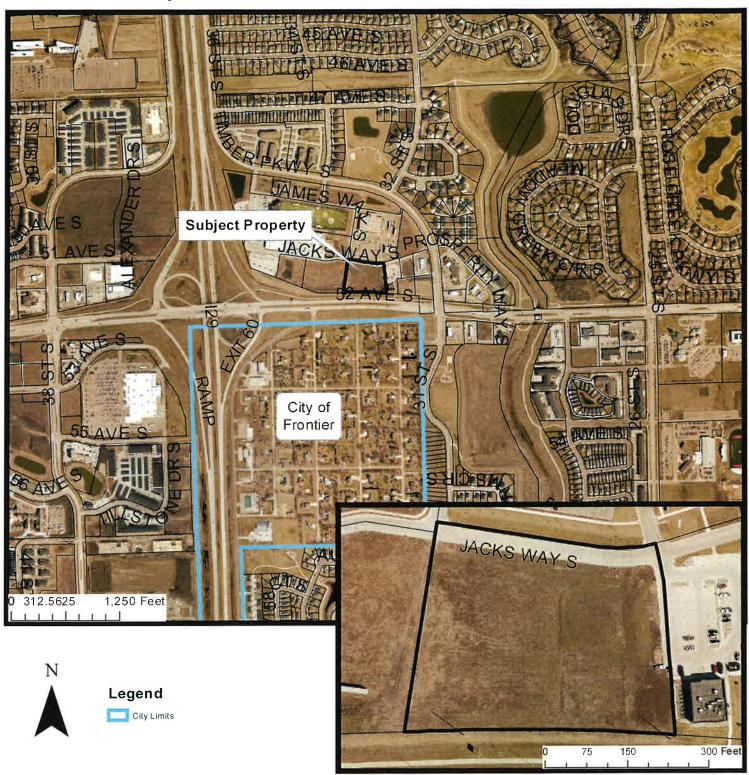


Fargo Planning Commission September 05, 2024

Minor Subdivision

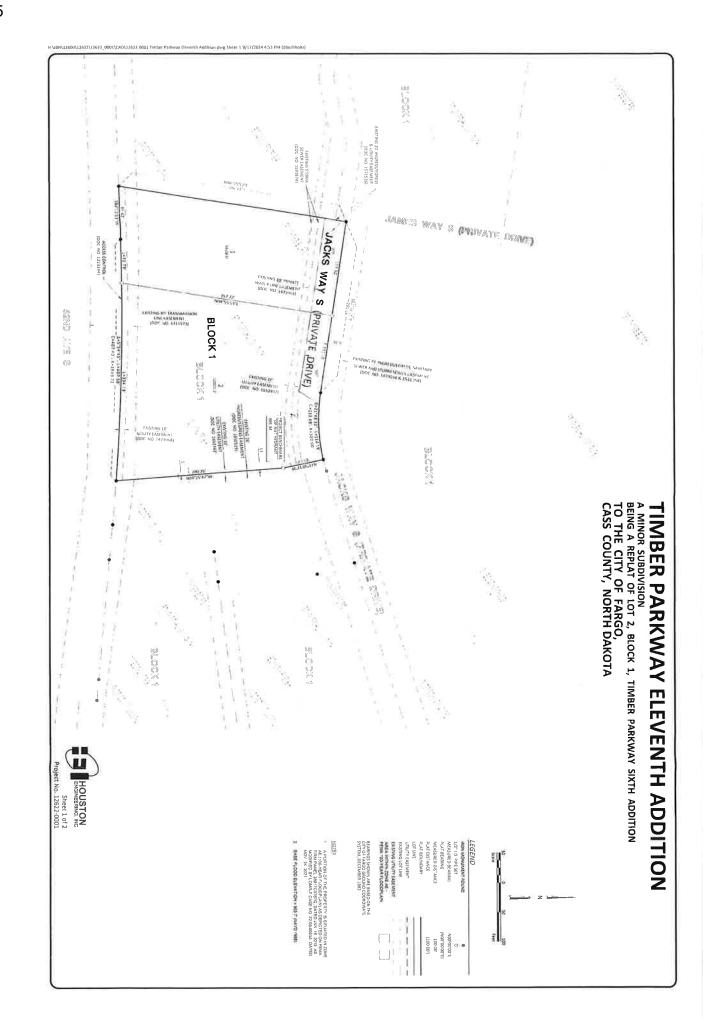
Timber Parkway 11th Addition

3300 Jacks Way South





Fargo Planning Commission September 05, 2024



OWNERS CERTIFICATE MODE/DEA/DION

WHOM THE PERSONS BY THESE PRESENTS. That PLC Investments, LLC, it North Dakots limited
liability company, and Utilised Valley Bank, a North Dakotal corporation are the owners and propriations,
and fish international Bank & Trust, a North Dakota State Bank, is the modiguate of part of the following
described fact of bank.

A MINOR SUBDIVISION
BEING A REPLAT OF LOT 2, BLOCK 1, TIMBER PARKWAY SIXTH ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

TIMBER PARKWAY ELEVENTH ADDITION

laid tract contains 3 858 acres, more or less



FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

To:

City Commissioners

From:

Chief David B. Zibolski

Date:

October 24, 2024

RE:

Revisions to Fargo Municipal Code Section 8-0305(A)(4) regarding license plate

COP

requirements.

Dear Commissioners,

Recently, the Fargo City Prosecution Office had a court trial in Court File No. FA-2024-TR-03326 for a Failure to Display Current Vehicle License violation. At the conclusion of the trial, the Court found the Defendant not guilty given the language of the ordinance. The relevant portion of the ordinance reads: "any motor vehicle, trailer, or semi-trailer which does not have attached thereto and displayed thereon a <u>number plate</u>, <u>plates or validation tags</u> assigned thereto by the North Dakota." F.M.C. § 8-0305(A)(4). The Court noted the discrepancy between North Dakota state law and the city ordinance. While North Dakota Century Code § 39-04-11 requires two license plates (subject to exceptions), the City of Fargo ordinance does not. Specifically, the Court noted the singular "plate" in the ordinance and that was the reason the Defendant was found not guilty.

Given this recent finding, it would be important to amend the City Ordinance. In order to correct this, the language of the ordinance could be modified to mirror the requirements that North Dakota has in place. The Fargo Police Department and the City Prosecution Office are in favor of updating and improving this ordinance.

Recommended Motion:

I move to direct the City Attorney's Office to draft revisions to Fargo Municipal Code section 8-0305.



Water Treatment Plant

435 14th Avenue South Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov



October 23, 2024

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

Subject: Clean Water State Revolving Fund Loan Resolution and Agreement for New Metering System

Dear Commissioners:

The Water Utility and Finance Department are seeking approval of a Clean Water State Revolving Fund (CWSRF) Loan Resolution and Loan Agreement for the new water metering system, called Advanced Metering Infrastructure (AMI). The State of North Dakota Industrial Commission has already approved this loan. This loan amount is for \$15,000,000 for the project plus contingencies. The loan is included in the Water Utility Financial Model with the AMI project included in the Capital Improvement Plan for many years.

Infrastructure Sales Tax (Fund 450) will be the primary repayment source for annual debt service of the AMI system. Rate Revenue (Fund 501) is allowed for debt payments under the agreements as well. The loan terms include an excellent interest rate of 1.5 percent plus a 0.5 percent administrative charge. There are also other financial advantages using the CWSRF program that reduce construction costs.

Dorsey & Whitney LLP, our bond counsel, drafted the proposed CWSRF loan documents which were reviewed by the North Dakota Public Finance Authority. The following are loan documents are attached to this agenda item:

- Loan Resolution
- Loan Agreement

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall

Water Utility Director

RECOMMENDED MOTION: Approve Clean Water State Revolving Fund Loan Resolution and Loan Agreement for the Advanced Metering Infrastructure (AMI) water meter project, Project WA2402.

CITY OF FARGO, STATE OF NORTH DAKOTA

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$15,000,000 CITY OF FARGO SALES TAX AND WATER REVENUE BOND

RECITATIONS

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

- 1. Found and determined that it is necessary for the City to plan, design and construct improvements to the water system, including the replacement and construction of water meters (the "Project").
- 2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Project and an estimate of the probable cost of the Project.
- 3. After receiving and approving the engineer's report, directed the engineer to prepare detailed plans and specifications for construction of the Project.
- 4. Approved the engineer's detailed plans and specifications for construction of the Project and caused a copy of such plans and specifications to be filed in the office of the City Auditor.
- 5. By publication, advertised for bids for construction of the Project.
- 6. Opened and made public the bids, entered them in the minutes of the meeting of the governing body at which they were considered and caused them to be kept by the City Auditor.
- 7. After requiring the engineer to make a careful and detailed statement of the estimated cost of the Project, awarded the contract to the lowest responsible bidder and approved the contractor's performance bond.
- 8. Applied to the North Dakota Department of Environmental Quality (the "Department") and the North Dakota Public Finance Authority (the "Public Finance Authority") for financial assistance to finance costs of the Project, which application has been approved.
- 9. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of revenue bonds and required by the Home Rule Charter and ordinances of the City of Fargo for the purpose of providing money to pay for the cost of the Project in the manner required of the City by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.
- 10. Enacted City Code Article 3-20, dedicating the revenues raised and collected pursuant to the sales and use tax (the "Sales Tax") imposed and collected pursuant to said article to infrastructure capital improvements, including water supply and treatment needs

including construction or expansion of water treatment facilities, all of which is set forth in Article 3(S) of the Home Rule Charter, as implemented by Article 3-20 of the Fargo Municipal Code.

RESOLUTION

Be it resolved by the governing body of the City:

SECTION 1. Authorization and Sale.

- 1.01. <u>Ratification of Prior Acts</u>. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the construction and financing and refinancing of the Project, whether or not reflected in the official minutes and records of the City, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the City which are in any way inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.
- 1.02. <u>Authorization</u>. It is hereby found and determined to be necessary for the City to issue \$15,000,000 in principal amount of its CITY OF FARGO WATER AND SALES TAX REVENUE BOND (the "Municipal Securities"), pursuant to N.D.C.C. ch. 40-35, Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Code, as amended, upon the terms as set forth in this Resolution for the purpose of constructing the Project and paying related costs of issuance.
- 1.03. Offer and Acceptance. The governing body of the City, in response to its application for financial assistance from the Department and the Public Finance Authority, has received an offer from the Public Finance Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Municipal Securities at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in a Loan Agreement to be entered into between the City and the Public Finance Authority (the "Loan Agreement"). It is hereby found and determined that the offer of the Public Finance Authority to purchase the Municipal Securities is reasonable and advantageous to the City and is hereby accepted, and the Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Public Finance Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

SECTION 2. Term of Bonds.

- 2.01. <u>Form.</u> The Municipal Securities issued under this Resolution shall be designated CITY OF FARGO SALES TAX AND WATER REVENUE BOND, and shall be issued to the Public Finance Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.
- 2.02. <u>Terms</u>. The City authorizes the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$15,000,000, dated the date of issuance and delivery to the Public Finance Authority.

The Municipal Securities shall bear interest commencing on the date of delivery thereof at the rate of 1.50% per year (plus an administrative fee as set out in the Loan Agreement), with principal payable in installments on September 1 of each of the years and in accordance with "Attachment A" attached to Exhibit A to this Resolution, subject however to the final amortization schedule to be attached to the Municipal Securities upon the final loan advance or upon any forgiveness thereof in accordance with Section 2.02 of the Loan Agreement. Interest shall be payable semiannually on each March 1 and September 1 commencing March 1, 2025 (or, if the Municipal Securities have not been delivered by such date, the first March 1 or September 1 thereafter). Interest will be payable only on funds actually advanced to the City by the Public Finance Authority as a draw on the Municipal Securities. The schedule below and attached to the Municipal Securities will be revised to reflect the actual principal amount loaned to the City at the completion of the Project and any loan forgiveness provided.

- 2.03. Payment to Registered Holders. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the registration books of the registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the registrar.
- 2.04. <u>Registration</u>. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the North Dakota Public Finance Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the "Bank"), or such other place as may be designated by the Public Finance Authority in writing, delivered to the Registrar. The Bank shall act as Registrar and as such shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.
- 2.05. Transfer and Exchange. The Municipal Securities are transferable upon the books of the City at the principal office of the Bank of North Dakota, as bond registrar, or a successor bond registrar appointed by the Bank of North Dakota (the "Bond Registrar"), by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Municipal Securities of other authorized denominations. Upon such transfer or exchange, the City will cause new Municipal Securities to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Municipal Securities shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Municipal Securities.
- 2.06. Registered Owner Deemed Owner. The City, the Bond Registrar and the paying agent may deem and treat the person in whose name any Municipal Securities are registered as the absolute owner thereof, whether the Municipal Securities are overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City, the Bond Registrar nor the

paying agent shall be affected by any notice to the contrary. The City shall pay the fees and expenses of the Bond Registrar and the paying agent.

- 2.07. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of the City Auditor and when so prepared shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Auditor and shall be authenticated by the manual signature of the Registrar. When the Municipal Securities have been so executed and authenticated, they shall be delivered by the City to the Public Finance Authority.
- 2.08. <u>Redemption</u>. The Municipal Securities shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Public Finance Authority, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.
- 2.09. <u>Authorization of Related Documents</u>. The Mayor, City Auditor, and other authorized officers of the City are hereby authorized to execute such additional agreements, certificates, and documents required or appropriate in connection with the issuance of the Municipal Securities and the transactions contemplated by the issuance thereof.
- 2.10. <u>Draws of Municipal Security Proceeds</u>. The proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the City to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority for approval and funding.
- SECTION 3. Source of Payment. The City hereby dedicates and pledges the Net Revenues (as defined in Section 4.02 hereof) of the City's water treatment facility (the "Water Utility") and the Sales Tax (together the "Pledged Revenues") to the payment of the principal of and interest on the Municipal Securities on a parity basis with bonds previously issued or to be issued and secured by a pledge of the Pledged Revenues and permitted herein. The City has previously issued its Sales Tax Revenue Bonds, Series 2008B; Sales Tax Revenue Bonds, Series 2008D; Amended and Restated Sales Tax Revenue Bonds, Series 2013B; Water Revenue Bond, Series 2018C and Taxable Sales Tax and Water Revenue Bonds, Series 2023E (the "Outstanding Bonds"; together with the Municipal Securities and any other obligations secured by the Pledged Revenues and on a parity therewith, the "Bonds").

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

SECTION 4. Funds.

4.01. Water Utility Fund. The City has created, and will maintain, a WATER UTILITY FUND (the "Water Utility Fund"). The City shall credit and pay to the Water Utility Fund, as received, the entire gross revenues derived from the operation of the City's Water Utility, including any future additions thereto and betterments thereof, including all income and receipts derived from rates, fees and charges for services, facilities, products and by-products of the Water Utility furnished or sold to the City and its inhabitants and all other customers, and for the availability

thereof, and from sale of any of the properties of the Water Utility not necessary to be retained, and from the investment of any of the money so collected. On the books and records of the Water Utility Fund there shall be established and maintained the following funds as a part of the Water Utility Fund. Amounts on deposit in the Water Utility Fund from time to time shall be apportioned among said funds at least once in each calendar month and shall thereafter be held and administered and disbursed from the several funds established in this section.

- 4.02. Operation and Maintenance Fund. The City has created, and will maintain, an OPERATION AND MAINTENANCE FUND (the "Operation and Maintenance Fund"). Upon each such monthly apportionment, as a first lien and charge on the gross revenue, the City shall transfer to the Operation and Maintenance Fund from amounts on deposit in the Water Utility Fund such sum as shall be needed, over and above any credit balance held therein, to pay all claims then due and allowed which by accepted accounting practices constitute normal, reasonable and current expenses of operation and maintenance of the utility, and to pay such expenses estimated to accrue for a period of one month, and to maintain a reasonable reserve for contingencies. Monies in the Operation and Maintenance Fund shall be used only to pay expenses of the foregoing type and not for major repairs, replacements, or capital improvements which are properly chargeable to replacement and depreciation reserves or surplus funds. All revenues in excess of such amount deposited to the Operation and Maintenance Fund shall be the Net Revenues (the "Net Revenues") of the Water Utility.
- 4.03. Sales Tax and Water Revenue Bond Fund. The City has created, and will maintain, a SALES TAX AND WATER REVENUE BOND FUND (the "Bond Fund"). Upon each such monthly apportionment, out of the Pledged Revenues on hand at the time of each such distribution, an amount equal to not less than one-sixth (1/6) of the amount necessary to pay interest which becomes due on the next interest payment dates for the Bonds and an amount equal to not less than one-twelfth (1/12) of the sum of principal payments to become due on the next principal payment dates for the Bonds. These amounts may be reduced by an amount equal to the interest earnings on the Bond Fund credited to the Bond Fund subsequent to the last monthly apportionment. If Pledged Revenues on hand at any time are insufficient to permit the transfer to the Bond Fund of the full amount so required, such deficiencies shall be restored out of the next Pledged Revenues thereafter received. There shall also be credited to said fund the accrued interest, if any, paid on each subsequent issue of additional Bonds, if any. The money in said fund shall be solely for the purposes of paying principal of, and premium, if any, and interest on Bonds, as such principal, premium and interest respectively come due. Subordinate Bonds (hereinafter defined) shall not be payable from the Bond Fund.

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

4.04. <u>Surplus Fund</u>. All surplus Net Revenues from time to time received in excess of the current requirements of the Bond Fund and any SRF Reserve Fund shall be credited on the

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

4.05. Reserve Account. A separate SRF Reserve Fund (the "Reserve Account") is established within the Water Utility Fund and shall be funded to the total amount of \$906,550.00, in five installments of \$181,310.00, payable on each September 1 beginning September 1, 2027, which may be reduced proportionately if the final loan amount is less than the approved loan amount of \$15,000,000. Moreover, the City shall receive a credit for funds already on deposit in the Reserve Account.

SECTION 5. Additional Net Revenues Parity Pledges.

5.01. Parity Bonds. The City reserves the further right of issuing additional municipal securities payable from the Sales Tax or Net Revenues on a parity as to both principal and interest with the Bonds, provided that the Pledged Revenues received during the last fiscal year prior to such issuance shall have been in an amount not less than one hundred ten percent (110%) of the average annual amount of principal and interest to become due during the remaining term of the then outstanding obligations payable from the Pledged Revenues. However, if rates and charges for the Water Utility have been increased since the beginning of the last fiscal year next preceding the issuance of such additional municipal securities, the Net Revenues received during such preceding fiscal year shall be deemed to be the amount which would have been received in the preceding fiscal year had the increased rates and charges been in effect throughout such preceding fiscal year. Also, for purposes of this test, the Net Revenues may be adjusted by including the additional Net Revenues, as determined by a competent feasibility or rate study, to be realized from the area to be served by the improvements to be constructed with such additional municipal securities, provided that the interest on the additional municipal securities is funded until the date of completion of the improvements to be constructed with the proceeds of the additional municipal securities or other available funds.

5.02. <u>Subordinate Lien Bonds</u>. Except as authorized in Section 5.01 and this 5.02, the City will issue no additional bonds or other obligations of any kind payable from or constituting a lien upon the Pledged Revenues, unless the lien thereof is expressly made junior and subordinate to the lien on the then outstanding Bonds issued hereunder ("Subordinate Bonds"), and such additional bonds or obligations shall not be payable from the Bond Fund or any SRF Reserve Fund but may be payable from funds permitted to be transferred from the Surplus Fund to other funds of the City pursuant to Section 4 of this Resolution.

SECTION 6. Water Utility Covenants.

- 6.01. Rate Covenant. The City will establish, impose and collect rates and charges for the services, facilities, products, and by-products of the Water Utility, according to a schedule projected to generate Net Revenues in each fiscal year at least equal to, together with other revenues expected to be available therefor including the Sales Tax, 110% of the actual annual debt service on all Bonds outstanding, and to pay all amounts owed to any insurer of the Bonds outstanding. If the actual Net Revenues, together with other revenues expected to be available therefor including the Sales Tax, fail to meet this level, the City shall promptly increase its rates and charges to a level so that Net Revenues are projected to meet the required level. Annual debt service shall be determined for each fiscal year on the basis of a bond year ending on the January 1 immediately following the end of each fiscal year.
- 6.02. Covenant to Maintain Water Utility. The City will continue to own, operate and maintain the Water Utility, and will not sell or otherwise dispose of any properties thereof; provided, that any properties of the Water Utility not essential to continued operation of the Water Utility in satisfaction of other covenants herein prescribed may be sold or otherwise disposed of at their market value, and the proceeds thereof used to purchase other property required for the Water Utility or to pay principal and interest on obligations issued with respect to the Water Utility. The City will continue to maintain the Water Utility in good and efficient operating condition, supplying water service and facilities to the City and its inhabitants, and will not authorize or enfranchise the establishment of any other utility for such purpose.
- 6.03. General. The City covenants and agrees with the Holders from time to time of all the Municipal Securities that until all the Municipal Securities are fully discharged as provided in this Resolution, it will continue to hold, maintain and operate the Water Utility as a public convenience, free from all liens thereon or on the income therefrom, and will maintain, expend and account for its Water Utility Fund and the several funds therein as provided in Section 4, and will not issue bonds, notes or other indebtedness secured by or payable from the income or revenues of the Water Utility except upon the conditions and in the manner prescribed in Section 5, and will perform and cause all officers and employees of the City to perform and enforce each and all of the additional covenants and agreements set forth in this Section 6. The City further covenants to cause the Water Utility to be properly maintained and no free service shall be provided to any person or corporation.
- 6.04. <u>Competing Service</u>. The City will not establish or enfranchise any other facilities in competition with the facilities of the Water Utility.

- 6.05. Property Insurance. The City will cause all buildings, properties, fixtures and equipment constituting a part of the Water Utility to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of North Dakota, in such amounts as are ordinarily carried, and against loss or damage by such hazards and risks as are ordinarily insured against, by public bodies owning and operating properties of a similar character and size; provided that if at any time the City is unable to obtain insurance, it will obtain insurance in such amounts and against risks as are reasonably obtainable. The proceeds of all such insurance shall be available for the repair, replacement or reconstruction of damaged or destroyed property, and until paid out in making good such loss or damage, are pledged as security for the outstanding Bonds. All insurance proceeds received in excess of the amount required for restoration of the loss or damage compensated thereby shall be and become part of the revenues appropriated to the Water Utility Fund. If for any reason insurance proceeds are insufficient for the repair, replacement and reconstruction of the insured property, the City shall supply the deficiency from revenues on hand in the Surplus Fund.
- 6.06. <u>Liability Insurance and Surety Bonds</u>. The City will carry insurance against liability of the City and its employees for damage to persons and property resulting from the operation of the Water Utility in such amounts as the City determines from time to time to be necessary or advisable by reason of the character and extent of such operation. It will also cause all persons handling money and other assets of the Water Utility Fund to be adequately bonded for the faithful performance of their duties and to account for and pay over such money to the City. All amounts received under such insurance and bonds shall be applied to the payment of the loss or damage covered thereby. The premiums for all insurance and bonds required by this Section 6.06 and Section 6.05 constitute part of the operating expenses of the Water Utility, but no insurance liabilities of the City in excess of amounts received under such insurance and bonds shall constitute a lien or charge on revenues or any other assets herein or otherwise pledged to the Water Utility Fund.
- 6.07. <u>Cost of Insurance and Accounting</u>. The insurance and fidelity bond premiums and the cost of the bookkeeping and audits herein provided for and of the billings and collection of the gross revenues shall be payable from the Operation and Maintenance Fund.
- 6.08. <u>General Covenants</u>. The City hereby covenants and agrees with the owners of all outstanding Municipal Securities as follows:
 - a. That it will, to the extent the Pledged Revenues are sufficient, promptly cause the principal and interest on all Municipal Securities to be paid as they become due.
 - b. That it will maintain complete books and records relating to the operation of the Water Utility, the Bond Fund, Reserve Account, Operation and Maintenance Fund, and Surplus Fund, in accordance with generally accepted accounting principles, and will cause such books and records to be audited annually at the end of each fiscal year, and an audit report prepared and made available for inspection of owners of the Municipal Securities.
 - c. That it will not issue bonds or other obligations having a claim superior to the claim of the Municipal Securities upon the Pledged Revenues.

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

SECTION 7. Miscellaneous.

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

SECTION 8. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

- 8.01. <u>Tax Covenant</u>. The City covenants and agrees with the holders from time to time of the Municipal Securities that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Municipal Securities to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and Regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.
- 8.02. Arbitrage Certification. The Mayor and the City Auditor being the officers of the City charged with the responsibility for issuing the Municipal Securities pursuant to this resolution, are authorized and directed to execute and deliver a certificate in accordance with the provisions of the Code and applicable Treasury Regulations (the "Regulations"), stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Municipal Securities which make it reasonable to expect that the proceeds of the Municipal Securities will not be used in a manner that would cause the Municipal Securities to be arbitrage bonds within the meaning of the Code and Regulations.
- 8.03. Rebate. The City acknowledges that the Municipal Securities are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Municipal Securities from gross income for federal income tax purposes, unless the Municipal Securities qualify for the exception from the rebate requirement under Section 1.148-7 of the Regulations and no "gross proceeds" of the Municipal Securities (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Auditor is hereby authorized and directed to execute an arbitrage and rebate certificate in the form prescribed by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.
- 8.04. <u>Not Qualified Tax Exemption Obligations</u>. The Municipal Securities are not designated as "qualified tax-exempt obligations" for purpose of Section 265(b) of the Code.

8.05. Reimbursement. The City certifies that the proceeds of the Municipal Securities will not be used by the City to reimburse itself for any expenditure with respect to the Improvements which the City paid or will have paid prior to the issuance of the Municipal Securities unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to "preliminary expenditures" for the Improvements as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the "issue price" of the Municipal Securities.

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Adopted October 28, 2024.	
	CITY OF FARGO
	By:
ATTEST:	
Steven Sprague, City Auditor	

Exhibit A

FORM OF MUNICIPAL SECURITY

UNITED STATES OF AMERICA STATE OF NORTH DAKOTA COUNTY OF CASS

CITY OF FARGO

SALES TAX AND WATER REVENUE BOND

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: FIFTEEN MILLION DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, North Dakota (the "City"), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota, for value received, hereby promises to pay solely from the sources set forth herein to the Registered Owner specified above, or registered assigns, the Principal Amount (set forth above), or such lesser amount actually disbursed to the City, on or before the Maturity Date (set forth above). Interest shall accrue from the Date of Original Issuance at the annual rate of one and one half percent (1.50%) and shall be payable semiannually on March 1 and September 1, commencing March 1, 2025. The Principal Amount of this Municipal Security is subject to mandatory redemption on the dates and in the amounts set forth in Attachment A to this Municipal Security, which Attachment A shall be revised in accordance with Section 2.02 of the Loan Agreement in the event funds are advanced to the City less than as originally set forth in the Loan Agreement. The City hereby promises to pay the Administrative Fee, as defined in the Loan Agreement (being one half of one percent (0.50%) per annum on the outstanding principal amount of the Municipal Security), payable semi-annually on each March 1 and September 1. All payments due with respect to this Municipal Security are payable in lawful money of the United States of America at the main office of the Bank of North Dakota, in Bismarck, North Dakota, as paying agent and Registrar under the Resolution hereinafter described or of its successor as such. Interest shall be paid by check or draft mailed to the Registered Owner at the Owner's address set forth on the registration books or by wire or other electronic funds transfer.

This Municipal Security is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including N.D.C.C. ch. 40-35, Article 3(S) of the Home Ruler Charter and Article 3-20 of the Fargo Municipal Code, as amended (the "Act"), and pursuant to a Resolution (the "Resolution") and a Loan Agreement (the "Loan Agreement") adopted and entered into by the City. Reference is hereby made to the Resolution and the Loan Agreement for

a description of the Funds and Accounts pledged to the payment of the Municipal Security and the rights of the Registered Owner of the Municipal Security. The principal and interest payments for this Municipal Security and the Administrative Fee payable hereunder are not general obligations of the City, but are payable solely from Pledged Revenues, including Sales Tax and Net Revenues received by the City from the operation of the water treatment facility of the City of Fargo, and from any future additions thereto and betterments thereof.

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

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

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

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

CI	TTY OF FARGO, NORTH DAKOTA
Ву	y: Tim Mahoney Mayor
A	TTEST:
	Steven Sprague City Auditor
CERTIFICATE OF AUTH	ENTICATION
This Municipal Security is one of the Municipal Security is one of	curities described in and issued under the
Ba	ANK OF NORTH DAKOTA
Ву	y:Authorized Representative
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -

ASSIGNMENT

For Value received the undersigned	hereby sells, assigns and transfers unto
within-mentioned Municipal Security and h	
in-fact, to transfer the same on the books of registhe premises.	tration thereof, with full power of substitution in
Dated:, 20	
Social Security or other identifying number of Assignee	NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Municipal Security in every particular, without alteration or any change whatsoever.
	Signature Guaranteed:
	NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

ATTACHMENT A

[insert initial amortization schedule]

	CERTIFICATE
STATE OF NORTH DAKOTA)	
COUNTY OF CASS)	S.;
I, Steven Sprague, the duly appo	ointed City Auditor of the City of Fargo, North Dakota, do
hereby certify that attached hereto is a fi	ull, true and correct copy of the Resolution adopted by the
governing body of the City of Fargo a	at the meeting held on [], 2024, and that such
Resolution is now a part of the permar	nent records of the City of Fargo, North Dakota, as such
records are filed in the office of the City	Auditor.
Dated this [] day of [], 2024.
	City Auditor

NORTH DAKOTA STATE REVOLVING FUND PROGRAM

LOAN AGREEMENT

NORTH DAKOTA PUBLIC FINANCE AUTHORITY (Lender)

and

CITY OF FARGO, NORTH DAKOTA (Municipality)

(To be completed by Public Finance Authority)

Dated Date of Loan Agreement: [______], 2024

SRF Program (circle one): Clean Water SRF
Drinking Water SRF

State Act (circle one): N.D.C.C. ch. 61-28.2 (Clean Water)
N.D.C.C. ch. 61-28.1 (Drinking Water)

Summary Description of Project: Construction of water meter system improvements

Approved Loan Amount: \$15,000,000

Construction period: August, 2024-December, 2027

Form of municipal securities: Sales Tax and Water Revenue Bond, Series 2024[]

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EXHIBIT A: Description of Project

EXHIBIT B: Municipal Securities Payment Schedule

EXHIBIT C: Form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of [_____], 2024, by and between the NORTH DAKOTA PUBLIC FINANCE AUTHORITY (the "Authority"), an agency and instrumentality of the State of North Dakota (the "State"), and the CITY OF FARGO, NORTH DAKOTA (the "Municipality"), a political subdivision of the State.

ARTICLE I

DEFINITIONS

Section 1.01. <u>Definitions</u>. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Administrative Fee" means an annual fee of 1/2 of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Authority may approve from time to time.

"Authority Act" means N.D.C.C. ch. 6-09.4.

"Authority Bonds" or "Bonds" mean bonds of the Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable the Department, through the Authority, to draw EPA capitalization grant funds for deposit in the SRF.

"Code" means the Internal Revenue Code of 1986 as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

"Costs" means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Authority.

"Department" means the North Dakota Department of Environmental Quality.

"EPA" means the United States Environmental Protection Agency.

"Event of Default" means any occurrence or event specified in Section 5.01 of this Loan Agreement.

"Financial Obligation" means: (I) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or derivative instrument. Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board (MSRB) consistent with the Rule.

"General Records" shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

"Loan" means the loan evidenced by the Municipal Securities, made by the Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Closing" means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.05 and shall be eligible to receive the Loan.

"Loan Commitment" means the offer by the Department to provide financial assistance to the Municipality from the SRF, subject to approval by the Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a "binding commitment" within the meaning of that term in the SRF Act.

"Municipal Bond Resolution" means the resolution(s) or ordinance(s) of the governing body of the Municipality authorizing the issuance of the Municipal Securities.

"Municipality" means the borrower under this Loan Agreement, which must be a "political subdivision," as defined in section 6-09.4-03(5) of the Authority Act.

"Municipal Securities" means municipal securities, as such term is defined in the Authority Act, executed and delivered by the Municipality to the Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

"Net Revenues" has the meaning assigned in the Municipal Bond Resolution.

"Pledged Revenues" has the meaning assigned in the Municipal Bond Resolution.

"Project" means the improvement or undertaking of the Municipality described in <u>Exhibit A</u> attached hereto, all or a portion of the Costs of which are financed or refinanced by the Authority from the SRF through the making of the Loan under this Loan Agreement.

"Sales Tax" has the meaning assigned in the Municipal Bond Resolution,

"SRF" means the revolving loan fund(s) created by the State Act.

"SRF Act" means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

"State Act" means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

"System Records" shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

"Trustee" means the Trustee appointed by the Authority pursuant to the State Revolving Fund Program Master Trust Indenture or Indentures and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

"Utility" means the Municipality's water utility and treatment and distribution system, including any improvements, betterments, additions, renewals and replacements thereto.

Section 1.02. <u>Additional Terms</u>. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

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ARTICLE II

LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

Section 2.01. The Loan. The Authority hereby agrees to loan and disburse to the Municipality, and the Municipality agrees to borrow and accept from the Authority, the Loan in the principal amount of the Municipal Securities in the amount not to exceed the Loan Commitment, plus accrued interest, if any; provided that the Public Finance Authority shall be under no obligation to make the Loan if the Municipality does not deliver the documents listed in Section 2.06 to the Public Finance Authority on the Loan Closing in forms acceptable to the Public Finance Authority and its counsel or if an Event of Default under this Loan Agreement has occurred and is continuing. The Municipality shall use the proceeds of the Loan to pay the Costs of the Project in accordance with the Municipal Bond Resolution and this Loan Agreement.

Section 2.02. <u>Disbursement of Loan Proceeds</u>. The Authority will disburse the Loan upon (a) execution and delivery by the Municipality of this Loan Agreement and the documents described in Section 2.06, (b) issuance and delivery by the Municipality of the Municipal Securities to the Authority, and (c) submission to and approval by the Department and the Authority of Requisitions for Payment in the form approved by the Department.

Securities are appropriated by the Municipal Securities Proceeds. The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and the issuance of the Municipal Securities. Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Authority and the Trustee for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement, and shall also be adjusted upon any loan forgiveness provided by the Public Finance Authority.

Interest and the Administrative Fee shall accrue on the outstanding amount of the Loan advanced by the Authority from the date of first advance.

Section 2.04. <u>Unconditional Obligations</u>. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Authority from the SRF.

Section 2.05. <u>Disclaimer of Warranties</u>. The Municipality acknowledges and agrees that (i) neither the Authority nor the Department has made or makes any warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising

out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.

Section 2.06. <u>Delivery of Documents</u>. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Authority in a form acceptable to the Authority and its counsel:

- (a) Executed counterparts of this Loan Agreement.
- (b) An executed lobbying and litigation certificate covering certain restrictions pertaining to the use of grant or loan funds awarded in connection with the Loan.
- (c) Copies of the form of Municipal Securities and the Municipal Bond Resolution adopted ______, 2024 by the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.
- (d) An arbitrage certificate and a closing certificate covering such matters as may be agreed upon by the Municipality and the Authority.
- (e) An opinion or opinions of the Municipality's counsel which may be given by one or more counsel, covering such matters concerning the validity and tax status of the Municipal Securities as may be agreed upon by the Municipality and the Authority.
- (f) An additional bond certificate (or parity bond certificate) in a form satisfactory to the Authority certifying Pledged Revenues received by the Municipality during the most recent fiscal year-end were more than 1.10 times the average annual amount of principal and interest to become due each year on all outstanding municipal securities payable from the Pledged Revenues, including the Municipal Securities, during the remaining term of the outstanding municipal securities.
- (g) Such other certificates, documents, opinions and information as the Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Authority prior to the Loan Closing for review and approval.

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ARTICLE III

COVENANTS AND REPRESENTATIONS

Section 3.01. Covenants and Representations of Municipality.

- (a) <u>Performance Under Loan Agreement</u>. The Municipality covenants and agrees (i) to maintain the Project and Utility in good repair and operating condition and (ii) to cooperate with the Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Authority under this Loan Agreement.
- (b) <u>Completion of Project and Provision of Moneys Therefor</u>. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.
- Disposition of Project. The Municipality covenants and agrees that it will not (c) sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the Utility or any other system which provides revenues for upkeep and maintenance of the Project except on ninety (90) days prior written notice to the Authority and, in any event, shall not sell, lease, abandon or otherwise dispose of the Project or Utility unless the following conditions are met: (i) the Municipality, with the approval of the Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project which must be a political subdivision as defined in the Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon, (C) the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation or (D) any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization or EPA Bipartisan Infrastructure Law Emerging Contaminants grant received by the Authority or the State through the Department, provided, however, that the Authority reserves the right to waive any one or more of the above requirements, while concurrently requiring others, if in its sole opinion it has received adequate assurances from the Municipality or otherwise deems it reasonable.
- (d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent wastewater or drinking water treatment utility practice, as the case may be, (i) at all times operate the Utility, including the Project and the properties associated with and operated in conjunction with the Project and any business in connection

therewith in an efficient manner, (ii) maintain the Utility and the Project in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Utility so that at all times the enterprise or business carried on in connection therewith shall be properly and advantageously conducted; provided that this covenant shall not be construed as requiring the Municipality to expend any funds which are derived from sources other than the operation of the Utility or other receipts of such Utility which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

- (e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement.
- Records: Accounts. (i) The Municipality shall keep accurate records and accounts for the Utility, including the project (the "System Records") separate from its other records and accounts (the "General Records"). The System Records will be maintained in accordance with generally accepted government accounting principles and generally accepted government auditing standards and, in accordance with state law, will be audited annually or biennially, or as otherwise required by law, by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. The System Records and General Records will be made available for inspection by the Authority and the Department at any reasonable time. A copy of the Municipality's independent annual or biennial audit, or annual report, as otherwise required by law, including all written comments and recommendations of the auditor, will be furnished to the Authority within 150 days of the close of the fiscal year or years being audited. The Municipality agrees that its financial reports for the year or years which it receives draws under this Agreement shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Guidance 2 CFR Part 200, Subpart F. A copy of the annual financial statement shall be submitted to the Authority on or before February first each year.
- (ii) The Municipality will keep, or cause to be kept, accurate records, if such records must be kept for compliance with the requirements of Section 148 of the Code, of each investment it makes in investment property (as that term is defined in Section 148(b) of the Code) acquired, directly or indirectly, with proceeds of the Authority Bonds. Upon request, the Authority will advise the Municipality if the loan is not being funded with the proceeds of Authority Bonds. Further, with respect to such investments made by the Municipality which are not excepted from the computation of rebate under Section 148(f)(4) of the Code, the Municipality (A) will calculate, or cause to be calculated, the amount (the "rebate amount") that is to be rebated to the United States Treasury pursuant to Section 148(f) of the Code, and (B) will for each computation date under Section 148(f) of the Code (or on any further periodic basis requested in writing by the Authority) remit the following to the Authority: (1) the calculations supporting the determination of the rebate amount and (2) an amount of money equal to the rebate installment then owed. To the extent any such rebate amounts (or the investment income thereon) are in excess of the Authority's rebate requirement allocable to the Municipal Securities, such amounts will be promptly returned by the Authority to the Municipality.

- Inspections: Information. The Municipality will permit the Authority, the Department, and the Trustee, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property constituting the Project and the Utility generally, and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and will supply such reports and information as the Authority, the Department and the Trustee may reasonably require in connection therewith.
- (h) <u>Insurance</u>. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs covering risk of direct physical loss, damage or destruction of the Project, at least to the extent of similar insurance usually carried by utilities constructing, operating and maintaining, works of the nature of the Project, including liability coverage, but in no case less than will satisfy all applicable regulatory requirements. The Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.
- (i) <u>Costs of Project</u>. The Municipality certifies that the Costs of the Project provided to the Authority are a reasonable and accurate estimation, and upon direction of the Authority will provide a certificate from its engineer stating that such Costs are a reasonable and accurate estimation.

(j) <u>Continuing Disclosure</u>.

- (i) So long as the Municipality shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Public Finance Authority any such information it requires in order to comply with the provisions of the Rule, including audited financial statements, and operating data with respect to the Municipality at such time and in such forms as the Public Finance Authority shall reasonably request. The Municipality consents to the inclusion of such information in the Public Finance Authority's official statement(s) used in connection with the issuance and sale or the re-marketing of its bonds or continuing disclosure with respect to its bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of the bonds were or will be loaned to the Municipality.
- (ii) The Municipality shall provide notice to the North Dakota Public Finance Authority of the occurrence of any of the following events with respect to the Municipal Securities in a timely manner not in excess of ten business days after the occurrence of the event:
 - (A) Principal and interest payment delinquencies;
 - (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (C) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (D) Substitution of credit or liquidity providers, if any, or their failure to perform;
- (E) Adverse tax opinions or the issuance by the Internal revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
 - (F) Tender offers;
 - (G) Defeasances;
 - (H) Rating changes;
- (I) Bankruptcy, insolvency, receivership or similar event of the Municipality; or
- (J) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.
- (iii) The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Municipal Securities, if material, in a timely manner not in excess of ten business days after the occurrence of the event:
 - (A) Non-payment related defaults;
 - (B) Unless described in (ii)(E) above, other notices or determinations by the IRS with respect to the tax-exempt status of the Municipal Securities, or other events affecting the tax-exempt status of the Municipal Securities;
 - (C) Modifications to rights of holders of the Municipal Securities;
 - (D) Bond Calls;
 - (E) Release, substitution or sale of property securing repayment of the Municipal Securities;
 - (F) The consummation of a merger, consolidation or acquisition involving the Municipality or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
 - (G) Appointment of a successor or additional trustee or the change of name of a trustee; or

- (H) Incurrence of a Financial Obligation or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders.
- (iv) For the purposes of the event identified in subsection (ii)(I), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.
- (v) Whenever the Municipality obtains knowledge of the occurrence of an event under subsection (iii), the Municipality shall as soon as possible determine if such event would constitute material information for holders of Municipal Securities. The Municipality shall submit the information in the format prescribed by the Public Finance Authority.
- (vi) The Municipality agrees that from time to time it will also provide notice to the Public Finance Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.
- (vii) The Municipality will provide, in a timely manner, to the Public Finance Authority, notice of a failure to satisfy the requirements of this Section.
- (viii) At the request of the Public Finance Authority, the Municipality will certify and represent that the information with respect to the Municipality in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Public Finance Authority require the Municipality to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Municipality determines that it is not able to make that certification and representation, it will provide to the Public Finance Authority the information for inclusion in the Disclosure Documents necessary for the Municipality to make the certification and representation.
- (ix) If at any time during the period ending 90 days after the date the Municipality provides information to the Public Finance Authority for inclusion in a Disclosure Document any event occurs that the Municipality believes would cause the information with respect to the Municipality in the Disclosure Document to omit a material fact or make the statements therein misleading, the Municipality agrees to promptly notify the Public Finance Authority in writing of that event and provide

information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Public Finance Authority, the Municipality will also provide the certification and representation required in (viii) above with respect to that information.

- (k) <u>No Free Service</u>. The Municipality will not furnish or supply, or cause to be furnished or supplied, any use, output, capacity or service of the Utility free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.
- (l) <u>Commencement of Construction</u>. The Municipality shall initiate construction of the Project within twelve (12) months after the Loan Closing.
- (m) <u>Archeological Artifacts</u>. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Municipality shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historical Board of North Dakota and the Authority or the Department of such unearthing and follow all applicable state and federal laws and regulations governing such occurrence.
- (n) <u>Additional Covenants and Requirements</u>. If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms attached as an exhibit to, and made a part of, this Loan Agreement.
- (o) <u>Continuing Representations</u>. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.
- (p) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. §1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation, including but not limited to Section 2 of such certificate, which is attached as Exhibit C to this Loan Agreement and shall be executed and delivered by the Municipality as a condition to closing pursuant to Section 2.06 of this Loan Agreement.
- (q) Compliance with Federal Laws; Buy American Requirements. The Municipality covenants and agrees that it will comply with all federal law and requirements applicable to the Loan including, among others: (i) those imposed by the 2014 Appropriations Act, Public Law No: 113-76, related SRF regulations and policy guidelines; (ii) requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (a) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (b) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project; and (iii) requirements imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58, which the Municipality understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products,

and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (a) the Municipality has requested and obtained a waiver from the Department and the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (b) the Department or Authority and the cognizant agency pertaining to the Project have otherwise advised the Municipality in writing that the Build America, Buy America Requirements are not applicable to the Project. In addition, the Municipality shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Department, Public Finance Authority or any funding authority (such as the Environmental Protection Agency), such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Loan Agreement is a default hereunder.

- (r) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.
- (s) <u>Compliance with Davis Bacon Act</u>. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements. 40 U.S.C. 3141, et seq.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by Authority.

- (a) The Municipality acknowledges that, other than the Administrative Fee payable pursuant to the Municipal Bond Resolution and this Loan Agreement, all interests of the Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Authority Bonds, and that if any Event of Default shall occur, the Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality hereunder and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements hereunder, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.
- (b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay Administrative Fee.

Section 4.02. Assignment by Municipality.

This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Internal Revenue Code (unless waived in writing by the Authority), shall be a political subdivision as defined in the Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) the Authority shall have received an opinion of bond counsel to the effect that the assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code and (v) the Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization or EPA Bipartisan Infrastructure Law Emerging Contaminants grant received by the Authority or the State through the Department, provided, however, that the Authority reserves the right to waive any one or more of the above requirements, while concurrently requiring others, if in its sole opinion it has received adequate assurances from the Municipality or otherwise deems it reasonable.

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(b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Events of Default. If any of the following events occur, it is hereby defined and declared to be and to constitute an Event of Default:

- (a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.
- (b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Utility.
- (c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, unless the Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.
- (d) Default in the performance or breach of any covenant, warranty or representation made by or on behalf of the Municipality in this Loan Agreement, the Municipal Bond Resolution, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities.
- (e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Municipality or any of its property) shall be appointed by court order to take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.
- Section 5.02. <u>Notice of Default</u>. The Municipality shall give the Authority prompt telephonic notice of the occurrence of any Event of Default at such time as the Municipality

becomes aware of the existence thereof. Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

Section 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required under the Municipal Bond Resolution or this Loan Agreement or to exercise whatever other remedy at law or in equity available to the Authority to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder. The Public Finance Authority may also exercise one or more of the following remedies: (i) withhold approval of any disbursement request, (ii) reject any pending application by the Municipality for financial assistance, and (iii) to the extent permitted by law, demand immediate payment of the Loan in full and, upon such demand, the outstanding principal amount of the Loan will be immediately due and payable, with interest accrued thereon to the date of payment.

Section 5.04. <u>Application of Moneys</u>. Any moneys collected by the Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable under this Loan Agreement.

Section 5.05. No Remedy Exclusive: Waiver: Notice. No remedy herein conferred upon or reserved to the Authority or the Trustee, if any, is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee, if any, to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.06. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Municipal Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Municipality to the Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

Section 5.07. <u>Default by Authority</u>. In the event of any default by the Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

ARTICLE VI

MISCELLANEOUS

Section 6.01. <u>Notices</u>. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Authority and the Department at the following addresses:

(a) Authority:

North Dakota Public Finance Authority 1200 Memorial Highway P.O. Box 5509 Bismarck, North Dakota 58506-5509 Attention: Executive Director

(b) Department:

North Dakota Department of Environmental Quality Municipal Facilities 4201 Normandy Street Bismarck, ND 58503-1324

(c) Municipality:

City of Fargo 225 4th Street North Fargo, ND 58102 Attention: Finance Director

AND

City of Fargo Attention: Water Utility Director 435 14th Ave S. Fargo, ND 58103

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. <u>Binding Effect</u>. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Authority and the Municipality and their respective successors and assigns.

- Section 6.03. <u>Severability</u>. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.
- Section 6.04. <u>Amendments, Supplements and Modifications</u>. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Municipality.
- Section 6.05. <u>Execution in Counterparts</u>. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 6.06. <u>Applicable Law</u>. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.
- Section 6.07. <u>Consents and Approvals</u>. Whenever the written consent or approval of the Authority is required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Authority's agent.
- Section 6.08. <u>Captions</u>. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.
- Section 6.09. <u>Further Assurances</u>. The Municipality will, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.
- Section 6.10. Entire Agreement. This Loan Agreement constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the specific matters herein are hereby superseded, revoked and rendered ineffective for any purpose.

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NORTH DAKOTA PUBLIC FINANCE AUTHORITY	
By:	
DeAnn Ament Executive Director	

[Signature Page to Loan Agreement]
City of Fargo, North Dakota Sales Tax and Water Revenue Bond, Series 2024[__]

CITY OF FARGO, NORTH DAKOTA

	By: Dr. Tim Mahoney, Mayor	
TTEST:		

[Signature Page to Loan Agreement]
City of Fargo, North Dakota Sales Tax and Water Revenue Bond, Series 2024[__]

EXHIBIT A

DESCRIPTION OF PROJECT

Improvements to the Utility, including the replacement and construction of water meters

EXHIBIT B

MUNICIPAL SECURITIES PAYMENT SCHEDULE

[insert]

EXHIBIT C

NORTH DAKOTA STATE REVOLVING FUND PROGRAM CERTIFICATE RELATING TO LOBBYING AND LITIGATION

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Mayor and City Auditor of the Municipality (as defined in the North Dakota State Revolving Fund Program Loan Agreement of even date (the "Loan Agreement")), and as such officials, they are familiar with the Municipality's property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

- 1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- 2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.
- 3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated: [], 2024.	
	CITY OF FARGO, NORTH DAKOTA
	ByMayor
	ByCity Auditor