

FARGO CITY COMMISSION AGENDA
Tuesday, September 6, 2022 - 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, August 22, 2022 and Special Meeting, August 31, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of the following Ordinances; 1st reading, 8/22/22:
 - a. Rezoning Certain Parcels of Land Lying in West Acres Seventh Addition.
 - b. Rezoning Certain Parcels of Land Lying in Simonson Companies Second Addition.
- 2. Findings of Fact and Order, and Order for property at 437 23rd Street South.
- 3. Concur with the findings of staff and the Liquor Control Board and apply the Penalty Matrix to the following:
 - a. Izumi Sushi and Hibachi (\$750.00 fine, second failure).
 - b. Plaza Azteca (\$750.00 fine, second failure).
 - c. Tailgators (\$500.00 fine, first failure).
 - d. Blaze Pizza (\$500.00 fine, first failure).
 - e. Old Broadway (\$500.00 fine, first failure).
 - f. Pho D'Licious (\$500.00 fine, first failure).
- 4. Applications for Games of Chance:
 - a. FM Walleyes Unlimited, Inc. for a raffle on 2/16/23.
 - b. Jeremiah Program Fargo-Moorhead for a raffle on 11/2/22.
 - c. Tricia Eback Benefit Fund for a raffle on 11/12/22; Public Spirited Resolution.
 - d. Kappa Psi Professional Fraternity of NDSU for a raffle on 9/23/22.
 - e. NDSU Foundation for a raffle and raffle board on 10/1/22.
 - f. ND Academy of Nutrition and Dietetics for a raffle on 11/1/22; Public Spirited Resolution.
 - g. Independent Insurance Agents of North Dakota for a raffle on 9/7/22; Public Spirited Resolution.
 - h. Fargo Public Schools for a raffle on 10/10/22.
- 5. Letter of Support for Vetter Dental.
- 6. Contract and bond for Project No. SR-22-C1.
- 7. Final Balancing Change Order No. 2 in the amount of \$0.00 for Project No. FM-19-A4.
- 8. Consent to Construction with Lachowitz Investments LLC (Matt's Automotive).

9. Change Order No. 1 in the amount of \$36,148.00 for Project No. UR-22-B1.
10. Variance Acknowledgement and Liability Waiver with Great Plains Block 3 Holdings, LLC for property located at 419 3rd Street North.
11. Encroachment Agreement with Great Plains Block 3 Holdings, LLC.
12. Consulting Services with Apex Engineering for Improvement District No. BR-23-G0 and Project No. NR-24-A0.
13. Bid advertisement for Project No. UR-22-C.
14. Bid award for Police Department Headquarters Rooftop HVAC Unit (RFP22136).
15. Bid award for Downtown Library Boiler Replacement (RFP22135).
16. Ninth Amended Lease Agreement with North Dakota State University and the Fargo Dome Authority.
17. Bid award for the 2023 spring tree order (RFP23004).
18. Community Faculty Contract with the University of North Dakota School of Medicine and Health Sciences.
19. Contract Agreement for Services with the American Lung Association.
20. Contract Agreement for Services with Dacotah Foundation.
21. Agreement for Services with Megan Nies.
22. Direct the City Attorney to prepare Amendments to Fargo Municipal Code Section 35-0105 of Article 35-01 of Chapter 35 Relating to Hearing for Suspension of Administrative Penalties as it relates to tobacco sales.
23. Agreement for Services with Center Point Tactical LLC.
24. Set September 19, 2022 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 924 5th Street South.
25. 2022 Community Development Block Grant and HOME Partnership allocations from HUD.
26. Kresge Grant allocations for work on The Fargo Project, as presented.
27. Bid award for the 2022 Sidewalk Snow and Ice Removal Services - Code Enforcement and subsequent Services Agreements (RFP22129).
28. Bid award for the 2022 Sidewalk Snow and Ice Removal Services – City Owned Properties and subsequent Services Agreement (RFP22139).
29. Bid award for Snow Hauling Trucking Services and subsequent Services Agreements (RFP22137).

30. Amendment No. 1 to Task Order No. 5 with KLJ Engineering LLC in the amount of \$25,780.00 to provide HVAC Upgrades at the Public Works/Solid Waste Administrative Operations Facility.
31. Task Order No. 7 with KLJ Engineering LLC in the amount of \$61,450.00 for the South Side Fueling Station.
32. Bid award for Project No. SW 22-05.
33. Change Order No. 3 in the amount of \$26,190.00 for the GTC Exterior Renovations.
34. Bills.
35. Change Order No. 2 in the amount of \$10,045.00 and time extension to the substantial and final completion dates to 8/17/22 and 9/16/22 for Improvement District No. BN-21-L1.
36. Change Order No. 2 in the amount of \$514,801.00 and Incentive Clause Date extension from 10/29/22 to 11/15/22 for Improvement District No. BN-22-A1.
37. Amendment No. 1 with Houston Engineering in the amount of \$24,300.00 for Improvement District No. BN-22-C0.
38. Permanent Easement (Storm Sewer and Levee) with LaVerne A. Montplaisir Family Trust and Montplaisir AG and Rental LLP (Improvement District No. BN-22-C1).
39. Bid award for Improvement District No. BN-22-C1.
40. Contract and bond for Improvement District No. BN-22-G1, BN-22-N1 and PN-22-M1.

REGULAR AGENDA:

41. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**
42. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. CONTINUE TO 9/19/22 - Application filed by Roosevelt Family Lofts, LLC for a property tax exemption for a project to be located at 711 10th Avenue North which the applicant will use for market rate multi-family housing and property management services; continued from the 8/22/22 Regular Meeting.
 - b. CONTINUE TO 9/19/22 - Public comment on the 2023 preliminary budget and recommended tax levies.
 - c. CONTINUE TO 10/3/22 - Hearing on a dangerous building located at 2315 2nd Avenue South.
 - d. Renaissance Zone Project for a commercial lease project at 209 and 211 Northern Pacific Avenue North.
43. Opioid Settlement Update.

44. Wildlife Management Update and recommendation to receive and file the Ordinance revisions.
45. Recommendation to delay 2nd reading of an Ordinance relating to Noise Control and Radio Interference, and an Ordinance Relating to Use and Care of Streets and Sidewalks.
46. Recommendation to direct the City Attorney to prepare changes to Article 25-04 - Vehicles for Hire.
47. Recommendation to direct the City Attorney to draft an Ordinance to exempt Child Care Centers from the requirement for showers in their facilities.
48. Request from Commissioner Preston for the Cass County Election Administrators to provide a written report on the past election.
49. Request from Commissioners Strand and Preston to provide a report on the Employee Health Plan review.
50. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Jennifer Hall, 2901 37th Avenue South (5 year).
 - b. Barbara and Jeffrey Hanson, 2309 Victoria Rose Lane South (5 year).
 - c. Theresa and Rex Carlson, 4627 Rose Creek Parkway South (5 year).
 - d. David Bunzow and Debra Bartelt, 4833 Rose Creek Parkway South (5 year).
 - e. Robert and Barbara Deraas, 634 Harwood Drive South (5 year).
 - f. Michael and Renee Gravalin, 2401 Victoria Rose Drive South (5 year).
 - g. Dale and Kristy Gilbraith, 3531 18th Street South (5 year).
 - h. Lori Ann Gregoire, 3537 Longfellow Road North (5 year).
 - i. Nissen Homes LLC, 1514 6th Street South (5 year).
 - j. Elizabeth Leach, 203 14th Street South (5 year).
 - k. Beth and James Zitzow, 4810 University Drive South (5 year).
 - l. Larson Family Trust, 1919 Rose Creek Drive South (5 year).
 - m. Gregory and Susan Borowski, 2410 Centennial Rose Drive South (5 year).
51. Recommendation for appointments to the Board of Adjustment.
52. Liaison Commissioner Assignment Updates.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REZONING A CERTAIN PARCEL
2 OF LAND LYING IN WEST ACRES SEVENTH ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on August 2, 2022; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on August 22,
11 2022,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot One (1), Block One (1) of West Acres Seventh Addition to the City of Fargo,
16 Cass County, North Dakota;

17 is hereby rezoned from "GC", General Commercial, District to "MR-3", Multi-Dwelling
18 Residential, District.

19 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
20 office so as to conform with and carry out the provisions of this ordinance.
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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6 (SEAL)

7 Attest:

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

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9 _____
10 Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

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AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN SIMONSON COMPANIES SECOND ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on August 2, 2022; and,

WHEREAS, the rezoning changes were approved by the City Commission on August 22, 2022,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Four (4), Block One (1) of Simonson Companies Second Addition to the city of Fargo, Cass County, North Dakota,

that is currently zoned "LC", Limited Commercial, District, with a "C-O", Conditional Overlay, District, as established by Fargo Municipal Ordinance No. 5148, will hereby retain the base zoning of "LC", Limited Commercial, District, and repeal and re-establish the existing "C-O", Conditional Overlay, District to read as follows:

1. This Conditional Overlay is intended to provide for a higher quality of design than is afforded by the City of Fargo Land Development Code regarding the future commercial development.
2. All primary buildings shall be constructed or clad with materials that are durable, economically-maintained, and of a quality that will retain their appearance over time,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 including but not limited to natural or synthetic stone; brick; stucco; integrally-colored,
2 textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; or
3 glass. Natural wood or wood paneling shall not be used as a principal exterior wall
4 material, but durable synthetic materials with the appearance of wood may be used.

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- 6 3. Color schemes shall tie building elements together, relate pad buildings within the same
7 development to each other, and shall be used to enhance the architectural form of a
8 building.
- 9
- 10 4. All building facades greater than 150 feet in length, measured horizontally, shall
11 incorporate wall plane projections or recesses having a depth of at least three percent of
12 the length of the facade, and extending at least 20 percent of the length of the facade. No
13 uninterrupted length of any facade shall exceed 150 horizontal feet. An articulated façade
14 would emphasize elements on the face of a wall including change in setback, materials,
15 roof pitch or height.
- 16
- 17 5. Ground floor facades that face public streets shall have arcades, display windows, entry
18 areas, awnings, or other such features along no less than 60 percent of their horizontal
19 length. If the facade facing the street is not the front, it shall include the same features
20 and/or landscaping in scale with the facade.
- 21
- 22 6. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public
23 view by parapets, including but not limited to the back of the structure. The average
height of such parapets shall not exceed one third of the height of the supporting wall,
and such parapets shall not be of a constant height for a distance of greater than 150 feet.
7. Loading facilities shall not be located at the front of structures where it is difficult to
adequately screen them from view. All loading and service areas shall be screened from
the view of adjacent public streets through a structure and/or landscaping.
8. Dumpsters and outdoor storage areas must be completely screened from view. Collection
area enclosures shall contain permanent walls on three (3) sides with the service opening
not directly facing any public right-of-way or residentially zoned property. The fourth

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

side shall incorporate a metal gate to visually screen the dumpster or compactor.

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9. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
- a. The primary entrance or entrances to each commercial building, including pad site buildings.
 - b. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development.
 - c. Parking areas or structures that serve such primary buildings.
 - d. Connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network.
 - e. Any public sidewalk system along the perimeter streets adjacent to the commercial development.
 - f. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, office buildings.

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10. On-premise signs

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- a. Every structure and complex should be designed with a precise concept for adequate signing. Provisions for sign placement, sign scale in relationship with the building, and sign readability should be considered in developing the signing concept.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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- b. Signage size, color and form should complement the architecture of the building and should not compete or become the focal point of the building form.
 - c. Signage must not extend horizontally or vertically past the building
 - d. Signage text should be legible from arterial streets, use of recognizable imagery can be substituted for legibility of text. Sign should not be larger than necessary to achieve this legibility from the street.
 - e. Sign surface areas must be less than 10% of the building surface.
 - f. Signs should be located horizontally above first floor doors and windows, on awnings, or adjacent to building entrances if mounted on a wall.
 - g. Corporate logos should be appropriately scaled.
 - h. Separate pedestrian-oriented signs should be provided when pedestrians cannot see the facade signage which is oriented to the street.
 - i. Each development site should be appropriately signed to give directions to loading and receiving areas, visitor parking and other special areas.
 - j. Multi-tenant buildings or developments may have one monument or ground mounted sign per street frontage listing all of the tenants. Monument or ground mounted signs for individual businesses in multi-tenant buildings or developments are prohibited. Monument-type signs are the preferred alternative for business identification whenever possible.
 - k. Signs should advertise a specific building or business, not products, trademarks, or special events.
 - l. Window signs used for shop fronts or mixed-use building are permitted provided that the aggregate total of all window signs for each business shall not exceed

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

25% of its respective window area.

1 11. A minimum of 4.5% of the internal surface area of the parking lot shall be landscaped.
2 The cumulative open space (green space) of each lot shall consist of at least 15% of the
3 lot.

4 12. The following use(s) are prohibited:

- 5 a. Detention Facilities
- 6 b. Adult Entertainment Center
- 7 c. Off-Premise Advertising Signs (directional signs that are less than 50 square feet
8 in size are exempt for this prohibition)
- 9 d. Portable Signs
- 10 e. Vehicle Repair
- 11 f. Industrial Service
- 12 g. Manufacturing and Production
- 13 h. Warehouse and Freight Movement
- 14 i. Aviation/Surface Transportation

15 13. The Zoning Administrator shall review each applicable Site Plan to determine
16 compliance with this Conditional Overlay and act to approve or deny the Site Plan
17 application.

18 14. The decision of the Zoning Administrator may be appealed to the Planning Commission.
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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8 _____
Timothy J. Mahoney, M.D., Mayor

9 (SEAL)

10 Attest:

11 _____
Steven Sprague, City Auditor

12 First Reading:
13 Second Reading:
14 Final Passage:

CITY ATTORNEY
Nancy J. Morris

ASSISTANT CITY ATTORNEYS
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

②

September 1, 2022

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

RE: Dangerous Building located at 437 23rd Street South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact and an Order regarding the dangerous building proceeding for the property at 437 23rd Street South. At its August 22, 2022 meeting, the report presented by Shawn Ouradnik, city of Fargo Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

Suggested Motion: I move to approve the Findings of Fact, Order, and Notice as presented.

Sincerely,



Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

FINDINGS OF FACT AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 437 23rd Street South, Fargo, North Dakota

Owner: Cascade Funding Mortgage Trust HB7

A hearing was held before the Board of City Commissioners of the City of Fargo on the 22nd day of August, 2022 regarding the property located at 437 23rd Street South, Fargo, North Dakota. Shawn Ouradnik, Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Cascade Funding Mortgage Trust HB7, the owner of the property did not appear.

The Board heard the testimony offered by the inspections department, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Cascade Funding Mortgage Trust HB7 is the owner of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

South Twenty-two (22) feet of Lot Two (2) and the North Thirty-three (33) feet of Lot Three (3), Block Twenty-Six (26), Egbert, O'Neil and Haggart's Addition to the city of Fargo

The street address for which is: 437 23rd Street South, Fargo, North Dakota, 58103.

2. That the subject property is vacant and uninhabitable.

3. That on November 9, 2021 and May 16, 2022, Laura Langdahl, Code Enforcement Inspector to the city of Fargo, inspected the property and found the building, consisting of a 720 square foot, single story, wood frame, single family home built in 1954 with attached single stall garage to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 111 of the International Property Maintenance Code concerning dangerous structures.

4. That on November 17 and November 22, 2021, James Haley, Deputy Assessor of the city of Fargo, performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

5. That the building is unsafe and is a dangerous building in the following respects:

(a) damage to electrical equipment including the breaker box, stove, oven, furnace, interior light fixtures, multiple outlets and exterior light fixtures; (b) amateur wiring throughout the house; (c) water damage on main level in the form of ceiling paint cracking and peeling, finish on walls cracking and peeling as well as rotting areas of wood flooring; (d) plumbing has been cut and removed from majority of the fixtures in the house; (e) toilet and kitchen sink are not draining, both contain waste; (f) removal of fire alarms; (g) signs of infestation in multiple rooms including rodent feces, nest and dead rodents; (h) multiple holes in the walls with objects stored inside the walls; (i) needles and other drug paraphernalia in yard and house; (j) air circulation system has been covered and plugged; (k) cracking and shifting in basement foundation; (l) extensive water damage in the form of mold and staining in the basement; (m) graffiti in multiple areas of the building; (n) daylight is viewable through multiple areas in the block foundation of attached garage; (o) ceiling in garage has collapsed and remaining sheet rock has extensive water damage in the form of mold and staining; (p) building is in an unsanitary state; (q) fire damaged tree in rear yard is hanging over neighboring fence and power lines; (r) evidence of squatter activity; (s) no water service since July 1, 2021 with documented call to the Fargo Police Department for stealing water from a neighboring property; (t) fence is damaged and falling; (u) gutter and drainage systems not maintained and growing vegetation; (v) rear door to garage not secured; and (w) overhead door of garage is damaged and not secure.

6. Further, the City Commission finds that the following conditions exist with respect to the subject property:

- a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;
- b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and

c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

7. That the information in the files of the Inspection Department and the City Assessor's Office stemming from various inspections of the property on or before November 9, 2021 and May 16, 2022, with respect to the subject property is hereby accepted as true and correct.

8. That the building located at 437 23rd Street South, Fargo, North Dakota 58103, is hereby found to be a "dangerous building."

9. Notice of Dangerous Building was posted on the property on or about November 15, 2021, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

10. The owner has not sufficiently presented cause why the "dangerous building" should not be demolished.

11. Despite being ordered that the building on the subject property should be demolished or necessary permits be obtained within 30 days of the notice, the owner has failed to do so.

12. That Inspections Department may secure the removal of this building if the owner fails to comply with city ordinances and demolish the property by September 22, 2022.

13. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that Cascade Funding Mortgage Trust HB7, or anyone else claiming an ownership interest, shall demolish the “dangerous building” located at 437 23rd Street South, Fargo, North Dakota by September 22, 2022.

It is further ordered that if the owner fails to demolish said “dangerous building,” the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against the subject property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of September, 2022.

BOARD of CITY COMMISSIONERS of the CITY
OF FARGO,
a North Dakota Municipal Corporation

By _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: CASCADE FUNDING MORTGAGE TRUST HB7 AND ALL OTHER PERSONS
HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 437 23RD STREET SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo (“Order”) upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the “dangerous building” on the subject property may be demolished by the city of Fargo at any time on or after September 22, 2022.

DATED this _____ day of September, 2022.

BOARD OF CITY COMMISSIONERS
CITY OF FARGO, a North Dakota Municipal
Corporation

By _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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August 19, 2022

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Izumi Sushi and Hibachi

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board meet on August 17, 2022 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established penalty matrix. This is a second compliance check failure, the penalty is \$750. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix (\$750 fine, second failure) to the liquor license violations identified at Izumi Sushi and Hibachi.

June 23, 2022

Steve Sprague
Office of the Auditor
City of Fargo
225 4th Street N
Fargo, ND 58102

Dear Mr. Sprague:

The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Wednesday, June 22, 2022. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment **failed** this compliance check by having an employee serve alcohol to an underage person:

**IZUMI
5050 13TH AVENUE SOUTH
FARGO, ND 58103**

A review of our records indicates that the server, Noni Maurine as not attended server training. The manager on duty, Qiang Weng attended server training on May 5, 2022. This information is provided for your review. If you have any questions, please contact me at 701-241-8576.

ZND Faurine

Cordially,



Preston Nesemeier
Health Educator

Cc: Fargo Police Department
IZUMI

3b

August 19, 2022

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Plaza Azteca

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board meet on August 17, 2022 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established penalty matrix. This is a second compliance check failure, the penalty is \$750. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix (\$750 fine, second failure) to the liquor license violations identified at Plaza Azteca.

June 23, 2022

Steve Sprague
Office of the Auditor
City of Fargo
225 4th Street N
Fargo, ND 58102

Dear Mr. Sprague:

The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Wednesday, June 22, 2022. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment **failed** this compliance check by having an employee serve alcohol to an underage person:

**PLAZA AZTECA
5505 28TH AVENUE SOUTH
FARGO, ND 58103**

A review of our records indicates that the server, Antonio Magana Aquirre has not attended server training. There was no manager listed on duty. This information is provided for your review. If you have any questions, please contact me at 701-241-8576.

Cordially,



Preston Nesemeier
Health Educator

Cc: Fargo Police Department
PLAZA AZTECA

2/10 Failure

August 19, 2022

3c

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Tailgators

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board meet on August 17, 2022 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established penalty matrix, the server was not server trained. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix (\$500 fine, first failure) to the liquor license violations identified at Tailgators.



June 23, 2022

Steve Sprague
Office of the Auditor
City of Fargo
225 4th Street N
Fargo, ND 58102

Dear Mr. Sprague:

The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Wednesday, June 22, 2022. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment *failed* this compliance check by having an employee serve alcohol to an underage person:

**TAILGATORS
1322 MAIN AVENUE
FARGO, ND 58103**

A review of our records indicates that the server, Lance Thompson has not attended server training. The manager on duty, Heith Olek attended server training on 5/25/2022. This information is provided for your review. If you have any questions, please contact me at 701-241-8576.

Cordially,

Preston Nesemeier
Health Educator

Cc: Fargo Police Department
Tailgators

3d

August 19, 2022

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Blaze Pizza

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board meet on August 17, 2022 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established penalty matrix, the server was not server trained. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix (\$500 fine, first failure) to the liquor license violations identified at Blaze Pizza.

June 23, 2022

Steve Sprague
Office of the Auditor
City of Fargo
225 4th Street N
Fargo, ND 58102

Dear Mr. Sprague:

The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Wednesday, June 22, 2022. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment *failed* this compliance check by having an employee serve alcohol to an underage person:

**BLAZE PIZZA
1443 42ND STREET SOUTH
FARGO, ND 58103**

A review of our records indicates that the server, Victoria Moreino has not attended server training. The manager on duty, Zachary Terres attended server training on 9/14/2020. This information is provided for your review. If you have any questions, please contact me at 701-241-8576.

Cordially,



Preston Nesemeier
Health Educator

Cc: Fargo Police Department
BLAZE PIZZA

3e

August 19, 2022

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Old Broadway

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board meet on August 17, 2022 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established penalty matrix, the server was not server trained. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix (\$500 fine, first failure) to the liquor license violations identified at Old Broadway.



June 23, 2022

Steve Sprague
Office of the Auditor
City of Fargo
225 4th Street N
Fargo, ND 58102

Dear Mr. Sprague:

The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Wednesday, June 22, 2022. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment **failed** this compliance check by having an employee serve alcohol to an underage person:

**OLD BROADWAY
22 BROADWAY
FARGO, ND 58102**

A review of our records indicates that the server, Margaret Dable has not attended server training and was also listed as the manager on duty. This information is provided for your review. If you have any questions, please contact me at 701-241-8576.

Cordially,

Preston Nesemeier
Health Educator

Cc: Fargo Police Department
OLD BROADWAY

3f

August 19, 2022

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Pho D'Licious

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board meet on August 17, 2022 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established penalty matrix. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the penalty matrix (\$500 fine, first failure) to the liquor license violations identified at Pho D'licious.

June 23, 2022

Steve Sprague
Office of the Auditor
City of Fargo
225 4th Street N
Fargo, ND 58102

Dear Mr. Sprague:

The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Wednesday, June 22, 2022. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment **failed** this compliance check by having an employee serve alcohol to an underage person:

**PHO D'LICIOUS
623 NP AVENUE NORTH
FARGO, ND 58102**

A review of our records indicates that the server, Hung Tang attended server training on 5/9/2022 and was also listed as the manager on duty. This information is provided for your review. If you have any questions, please contact me at 701-241-8576.

Cordially,



Preston Nesemeier
Health Educator

Cc: Fargo Police Department
PHO D'LICIOUS



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

25-00
 CC
 8/26/22

(Handwritten initials)

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

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

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

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to FM WALLEYES UNLIMITED, INC.	Dates of Activity 9/16/2022 - 2/16/2023	If raffle, provide drawing date 2/16/2023	
Organization or Group Contact Person DAVE WASNESS	Title or Position VICE PRESIDENT	Telephone Number 701-361-5999	
Business Address PO 1017	City MOORHEAD	State MN	ZIP Code 56560-1017
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) RAMADA BY WYNDHAM FARGO			
Site Address 3333 13TH AVE S	City FARGO	ZIP Code 58103	County CASS

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
RAFFLE		Please See Attached List
Total (limit \$40,000 per year)		

Intended Uses of Gaming Proceeds
 TO FUND YOUTH EDUCATION AND OUTREACH IN RESPECT TO FISHING IN THE GREATER FARGO AREA

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

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

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

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

Organization or Group Contact Person

Name DAVE WASNESS	Title VICE PRESIDENT	Telephone Number 701-361-5999	E-mail Address DAVE.WASNESS@FMWALLEYES.COM
Signature of Organization or Group's Top Official <i>Dave Wasness</i>		Title VICE PRESIDENT	Date 8/26/2022



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

46

25.00
8/30/22

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

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

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

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to Jeremiah Program Fargo-Moorhead	Dates of Activity	If raffle, provide drawing date 11/2/2022	
Organization or Group Contact Person Holly Heintzman - R.D. Offutt Company	Title or Position Purchasing Specialist	Telephone Number 701-526-9320	
Business Address 3104 Fiechtner Drive	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) R.D. Offutt Company (RDO Caters Taters for Charity)			
Site Address 225 Broadway North	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle - Prize List Attached		\$6,444.00
Total (limit \$40,000 per year)		

Intended Uses of Gaming Proceeds
 To support programs, operational expenses, and activities at Jeremiah Program Fargo-Moorhead.

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

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

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

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

Organization or Group Contact Person

Name Holly Heintzman	Title RDO Purchasing Specialist	Telephone Number 701-526-9320	E-mail Address hheintzman@rdoffutt.com
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title Executive Director	Date August 24, 2022



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

\$25.00
 CC
 8-31-22

AC

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

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

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

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to Tricia Eback Benefit Fund	Dates of Activity 11/12/22	If raffle, provide drawing date 11/12/22	
Organization or Group Contact Person Jerad Eback	Title or Position Son	Telephone Number 701-799-6700	
Business Address 3101 10th Ave North	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) EL ZAGAL SHRINE FARGO			
Site Address 1429 3rd Street North	City Fargo	ZIP Code 58102	County CASS

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	\$5000
Total (limit \$40,000 per year)		5000

Intended Uses of Gaming Proceeds
 Medical Bills and Treatments, Household Expenses due to loss of work.

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

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

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

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

Organization or Group Contact Person			
Name Jerad Eback	Title Son	Telephone Number 701-799-6700	E-mail Address JeradEback@msn.com
Signature of Organization or Group's Top Official 		Title Son	Date 8/31/2022



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

525.00
CC
8-30-22

Ad

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

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

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

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

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

Name of Organization or Group of People permit is issued to Kappa Psi Professional Fraternity of NDSU	Dates of Activity 09/23/22	If raffle, provide drawing date 09/23/22	
Organization or Group Contact Person Alexander Olson	Title or Position Philanthropy Chair	Telephone Number 7014126935	
Business Address 1345 University Drive N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) NDSU Crossroads Lutheran Campus Ministry			
Site Address 1201 13th Ave N	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Gift cards from various sponsors (mostly local resaurants)	estimated to be ~\$200
Total (limit \$40,000 per year)		\$200

Intended Uses of Gaming Proceeds
Reach Out and Read Inc., a nonprofit that incorporates reading into pediatric care

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

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

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

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

Organization or Group Contact Person

Name Alexander Olson	Title philanthropy chair	Telephone Number 7014126935	E-mail Address alexander.olson.2@ndsu.edu
Signature of Organization or Group's Top Official 		Title philanthropy chair	Date 08/30/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

4e

\$25.00
 CC
 8-30-22

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

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

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

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

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

Name of Organization or Group of People permit is issued to NDSU Foundation	Dates of Activity 10/01/2022	If raffle, provide drawing date 10/01/2022	
Organization or Group Contact Person Emily Sumner	Title or Position Asst. Director of Events	Telephone Number 701-231-6815	
Business Address 1241 University Dr. N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Delta Hotels by Marriott Fargo			
Site Address 1635 42nd St. SW	City Fargo	ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	\$4,645.00	Mystery Trip
Paddle Raffle	\$1,500.00	Scheels Gift Card
Paddle Raffle	\$1,995.00	14K Diamond Pendant
Raffle Board	\$2,000.00	Premier Liquor Basket
Total (limit \$40,000 per year)		10,140

Intended Uses of Gaming Proceeds
 Academic scholarships for North Dakota State University students.

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

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

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

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

Organization or Group Contact Person

Name Emily Sumner	Title Asst. Director of Events	Telephone Number 701-231-6815	E-mail Address emily.sumner@ndsufoundation.com
Signature of Organization or Group's Top Official 		Title President / CEO	Date 08/29/2022



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

44

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

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

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

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

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

Name of Organization or Group of People permit is issued to ND Academy of Nutrition & Dietetics	Dates of Activity 11/1/2022	If raffle, provide drawing date 11/1/2022	
Organization or Group Contact Person Erin Berentson	Title or Position President	Telephone Number 701-871-2218	
Business Address PO Box 311	City Westhope	State ND	ZIP Code 58793
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Granite City Food & Brewery			
Site Address 1636 42nd St S	City Fargo	ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	\$20 x10 winners	(\$200)
Raffle	\$50 x4 winners	(\$200)
Raffle	\$100 x4 winners	(\$400)
Raffle	\$200 x1 winner	(\$200)
Total (limit \$40,000 per year)		\$1,000

Intended Uses of Gaming Proceeds
General non-profit fundraising; scholarships

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

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

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

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

Organization or Group Contact Person

Name Erin Berentson	Title	Telephone Number 701-871-2218	E-mail Address erinlcaroline@gmail.com
Signature of Organization or Group's Top Official <i>Erin Berentson</i>		Title 2022-2023 President	Date 8/31/2022



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

408

*\$25.00
 cc
 8-31-22*

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

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

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

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to Independent Insurance Agents of North Dakota	Dates of Activity 09/07/22	If raffle, provide drawing date 09/07/22	
Organization or Group Contact Person Jeff Kleven	Title or Position Executive Director	Telephone Number 701-640-0593	
Business Address P.O. Box 10993	City Fargo	State ND	ZIP Code 58075
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Four Points by Sheraton Hotel			
Site Address 5064 23rd Ave. S	City Fargo	ZIP Code 58104	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 raffle tickets	Half goes ticket holder, half will be awarded to a student	\$500.00
Total (limit \$40,000 per year)		500

Intended Uses of Gaming Proceeds

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

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

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

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

Organization or Group Contact Person

Name Jeff Kleven	Title Executive Director	Telephone Number 701-640-0593	E-mail Address jeff@iand.org
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title Executive Director	Date 8-31-22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

(4h)

CC
 25-00
 9/1/22

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

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

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

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

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

Name of Organization or Group of People permit is issued to Fargo Public Schools	Dates of Activity 10/10/2022	If raffle, provide drawing date 10/10/2022	
Organization or Group Contact Person Indian Education, Melody Staebner	Title or Position Indian Education Coordinator	Telephone Number 701-446-1054	
Business Address 700 7th Street South	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Agassiz Building.			
Site Address 1305 9th Avenue South	City Fargo	ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	2 Star Quilt	500.00
Total (limit \$40,000 per year)		

Intended Uses of Gaming Proceeds
 Indian Education activities and services

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

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

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

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

Organization or Group Contact Person

Name Melody Staebner	Title Indian Ed Coordinator	Telephone Number 701-446-1054	E-mail Address staebnm@fargo.k12.nd.us
Signature of Organization or Group's Top Official <i>Todd D. Bentsen</i>		Title Principal	Date 9-1-2022

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research



DATE: August 31, 2022

SUBJECT: Letter of Support for Vetter Dental

The City of Fargo is a member of the North Dakota Opportunity Fund Consortium along with 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010.

The fund provides loans and investments to small businesses. In order for a business to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and North Dakota Opportunity Fund (NDOF) involvement in the financing. There is no City financial support included or required with the letter of support.

Vetter Dental is applying to the NDOF for financial support of a new dental location in south Fargo. The letter from Vetter Dental is attached for your information. NDOF money would be used to buy down the interest rate in a Bank of North Dakota program.

Vetter Dental has a primary mission to help people when they are in dire need of a Dentist. The office sees many new patients and they are open on Fridays when many other Dental offices are closed. I am recommending City Commission approval of this request for a letter of support.

Recommended Motion

Provide a letter in support for the Vetter Dental project and the North Dakota Opportunity Fund providing a match of the Bank of ND interest buy down program.

August 21st 2022

Jim Gilmour
Strategic Planning & Research
225 4th Street North
Fargo, ND 58102

Dear Jim,

"We are willing to sacrifice our time and energy to help others, when they are in dire need of care. Our hope is this translates into satisfaction that will enrich our lives as well as the lives of our patients." This is part of our mission statement at Vetter Dental, a dental practice in Fargo, ND. I am requesting support to participate in the Flex PACE program to help us better serve the families and people of Fargo, ND.

Vetter Dental was founded in 2018 in a small clinic in south Fargo. We started with 6 employees and currently have 14. Our primary mission is to help people when they are in dire need of a dentist. Unfortunately, dental emergencies come when we least expect it and finding a dentist during this time may be difficult. This is why my hours of operation are 9.5 hours a day with no lunch and Fridays until either noon or 3pm. We offer online scheduling for those in need and offer many opportunities to be scheduled the day of an emergency. Many days we see multiple emergencies and typically see 100 new patients per month. Fargo has a shortage of emergency dental hours and that is what our clinic offers.

We are building a brand new state of the art clinic on the corner of University and 32nd Ave S. We will have 13 treatment areas and a dental laboratory upstairs, where we can create sets of replacement teeth in a short time. With the larger clinic we will be able to see more dental emergencies and aid Fargo in filling the void for the lack of emergency dental care. We also anticipate many more jobs being created as we hire more dentists and team members to aid in our mission.

Thank you to the city of Fargo for the consideration and the opportunity to aid the families of this wonderful city.

Sincerely

Dr. Austin Vetter DDS

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Project No. FM-19-A4

Type: Final Balancing Change Order #2

Location: Riverwood Addition

Date of Hearing: 8/29/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/6/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Final Balancing Change Order #2 in the amount of \$0.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$0.00, bringing the total contract amount to \$28,200.00.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Final Balancing Change Order #2 to Rick Electric.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Final Balancing Change Order #2 in the amount of \$0.00, bringing the total contract amount to \$28,200.00 to Rick Electric.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: August 29, 2022
Re: Project No. FM-19-A4 – FBCO #2

Background:

Project No. FM-19-A4 is the electrical contract for the storm sewer lift station installed as part of the Riverwood Addition Flood Risk Management Project located north of 40th Avenue North and east of 10th Street North.

Attached is the Final Balancing Change Order for this project totaling \$0. The final contract amount is \$28,200.

Recommended Motion:

Approve FBCO #2 for Project No. FM-19-A4.

RJH/klb
Attachment



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

Project No FM-19-A4 **Change Order No** 2
Project Name Riverwood Flood Risk Management Project - Electrical
Date Entered 8/23/2022 **For** Rick Electric

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Summary										
Source Of Funding										
Net Amount Change Order # 2 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										

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

CONTRACT TIME

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

Description

APPROVED

 For Contractor
 Rick Electric
 Title V.P.

APPROVED DATE

Department Head 
 Mayor  8/30/22



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Consent to Construction

Location: 6108 53rd Avenue South

Date of Hearing: 8/15/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/6/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Consent to Construction with Matt's Automotive for an addition to his current shop.

Matt's Automotive is proposing an addition to his current shop at 6108 53rd Avenue South. The City has a permanent easement along the water supply ditch and part of the development plans include placing a parking lot over this easement. The Parking lot would be used as temporary parking for employees or parking for vehicles awaiting repair.

Staff is recommending approval of the Consent to Construction with Matt's Automotive.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Consent to Construction with Matt's Automotive.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Consent to Construction with Matt's Automotive.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

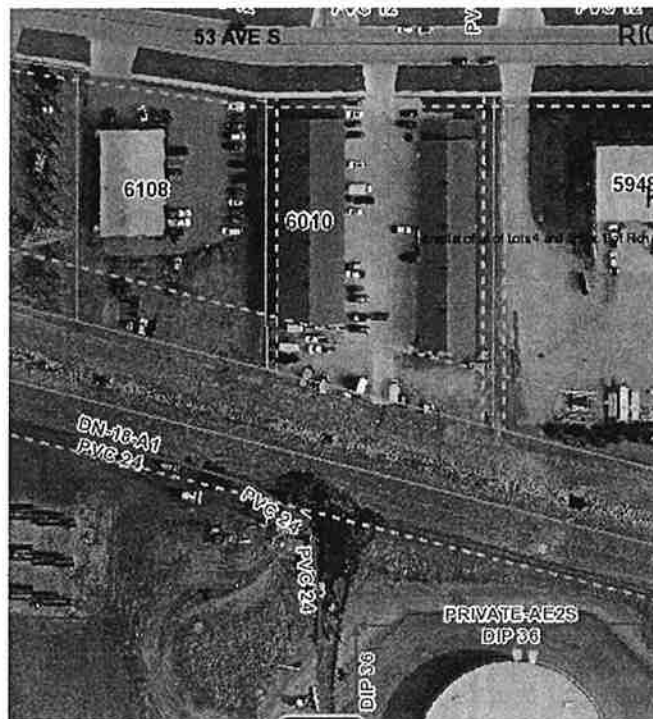
From: Kevin Gorder
Division Engineer

Date: August 10, 2022

Subject: Matt's Automotive – 6108 53rd Avenue South

Background

The owner of Matt's Automotive is proposing an addition to his current shop at 6108 53rd Avenue South. The City has a permanent easement along the water supply ditch and part of the development plans include placing a parking lot over this easement. The parking lot would be used as a temporary parking lot for employee parking or parking for vehicles awaiting repair.



Recommended Motion

Approve the Consent to Construction with Matt's Automotive.

CONSENT TO CONSTRUCTION

By Platted Easement recorded June 5, 1998 on Document number 902094, John Haley and William Wiemann, (hereinafter "Grantor") granted to the City of Fargo, a North Dakota municipal corporation (hereinafter "City" or "Grantee") a Permanent Easement, described as follows, situated within the City of Fargo, County of Cass and State of North Dakota:

The South 50 feet of Lots One (1), Two (2), Three (3), and Four (4), Block Two (2), Richard 3rd Subdivision, Cass County, North Dakota, according to the certified plat thereof on file and of record in the office of the Register of Deeds in and for said county and state.

Lachowitzer Investments LLC, a North Dakota limited liability corporation is the successor in interest to Lot One, described above,

Lachowitzer Investments seeks permission to use the Easement Area located on Lot One ("Easement Area") in a manner inconsistent to the grant. Specifically, Lachowitzer Investments wishes to install a storm sewer (hereinafter ("Services")) and temporary surface parking (hereinafter "Surface Improvements") in the Easement Area.

City consents and agrees that Lachowitzer Investments may construct the Services and Surface Improvements in the Easement Area under the following terms and conditions.

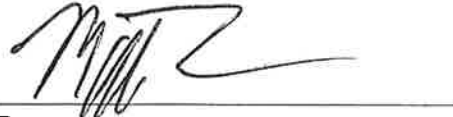
1. Lachowitzer Investments shall be permitted to construct the Surface Improvements and Services provided herein, approved by City in advance of such installation. Lachowitzer Investments shall protect the integrity of the drainage channel and meet all required specifications and flood mitigation requirement in the Easement Area. Lachowitzer Investments agrees to notify the City of all work in the Easement Area and coordinate with the City so the City can inspect and verify all work is in compliance with all specifications and requirements.

2. Lachowitz Investments shall follow all North Dakota One Call requirements, N.D. Cent. Code § 49-23-01 prior to any construction activity taking place.
3. Lachowitz Investments shall be responsible for the cost of any repairs, removal or relocation to the City Infrastructure for which the grant was given, required because of construction or damaged by construction of the Surface Improvement and Services permitted herein.
4. City shall not be responsible for any damage or repairs to the Surface Improvements and Services permitted herein in the Easement Area.
5. Lachowitz Investments will be allowed to use the area for temporary parking and storm water drainage. The site plan shall meet all applicable requirement without using the easement area for code compliance.
6. To the extent possible, City shall provide Lachowitz Investments 30 days' written Notice of any scheduled or necessary work on City Infrastructure in the Easement Area, except in the event of an emergency. If the City, in its sole discretion, determines an emergency exists, the City will begin any necessary repairs without notice to Lachowitz Investments. The City will give notice as soon as possible after emergency repairs have started.
 - a. Lachowitz Investments shall at all times be responsible for the removal and protection of the Surface Improvements and Services. City shall only be responsible for filling the excavation site, if necessary, and return the Easement Area to level surface after City completes its scheduled or necessary work in the Easement Area. City shall have no responsibility for damage or destruction of the Surface Improvements and Services permitted herein.
 - b. City shall have no responsibility for any costs or expenses incurred by Lachowitz Investments required to engage in the Construction of the permitted Surface Improvements or Services to ensure protection of the City Infrastructure located in the Easement Area.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 22nd day of AUGUST, 2022.

Lachowitzer Investments LLC, a North Dakota limited liability corporation

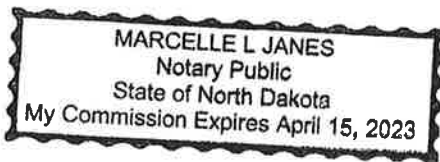


By:

Its: OWNER

STATE OF NORTH DAKOTA) ss.
COUNTY OF CASS)

On this 22nd day of AUGUST, 2022, before me, a notary public in and for said county and state, personally appeared MATT LACHOWITZER, the OWNER of Lachowitzer Investments LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Notary Public

CASS County, ND

My Commission expires: APRIL 15, 2023

(SEAL)

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this
_____ day of _____, 2022.

City of Fargo,
North Dakota Municipal Corporation

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

ATTEST

Steven Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Project No. UR-22-B1

Type: Change Order #1

Location: Citywide

Date of Hearing: 8/29/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/6/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #1 in the amount of \$36,148.00 for additional work needed to repair four sink holes found on different sites.

Staff is recommending approval of Change Order #1 in the amount of \$36,148.00, bringing the total contract amount to \$329,205.00.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #1 to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$36,148.00, bringing the total contract amount to \$329,205.00 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility

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

COMMITTEE

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

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain

CC: Jody Bertrand, Division Engineer;

Date: August 25, 2022

Re: Project #UR-22-B1 Utility Rehab/Reconstruction Various Sites
Change Order # 1

This project was bid July 20, 2022 and was awarded to Key Contracting. The project is planned to repair storm sewer pipe or structures where sink holes have developed at various sites across Fargo. In August, Engineering was notified by Public Works that four new sites had sink holes and needed repair. New Site 10 is on 42nd Street South, south of 17th Avenue and was in the northbound drive lane. New Site 11 was at 2622 23rd Avenue South in the boulevard. New Site 12 is behind the east frontage road curb south of 30th Avenue South on University Drive. New Site 13 is at the intersection of Kirsten Lane South and Ruth Drive South. It was determined that Site 10 needed to be repaired for traffic safety and Site 13 was temporarily repaired for traffic and pedestrian safety to allow more time to engineer a permanent repair due to the depth of the corrugated metal storm sewer that is starting to fail. The Contractor hopes to repair Sites 11 and 12 later this fall because they currently are fenced and not effecting traffic or pedestrians. The permanent repairs on Site 13 are being planned for 2023.

Key Contracting was asked to complete the repairs as noted on Site 10 and 13, which resulted in a cost of \$36,148.00.

Engineering recommends approval of these changes to make repairs. Funding for this project will come from the Storm Sewer Utility Fund.

Recommended Motion:

Approve Change Order #1 in the amount of \$36,148.00.

Attachment



CHANGE ORDER REPORT
UTILITY REHAB/RECONSTRUCTION
PROJECT NO. UR-22-B1

SITE 1: 2701 1 AVE N; SITE 2: 4020 12 AVE N; SITE 3: DAKOTA DR N-DRAIN 3
 OUTLET REPAIR; SITE 4: 3402 43 AVE S; SITE 5: 4475 7 AVE N LS 12; SITE 6: 3201
 & 3202 4 AVE S; SITE 7: 3 AVE N & 45 ST N LS 50; SITE 8: 9 AVE S & 45 ST S LS 51;
 SITE 9: 40 AVE S & 66 ST S LS 69

Change Order No 1 Change Order Date 8/24/2022
 Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 1

Add storm water repair site 10 42 St S south of 17 Ave S Add storm water repair site 13 Phase | Ruth Drive & Kirsten Lane

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	1	Mobilization	LS	0	0	0	1	1	\$1,800.00	\$1,800.00
	2	Mobilization	LS	0	0	0	1	1	\$3,500.00	\$3,500.00
	3	F&I Controlled Density Fill	CY	0	0	0	10	10	\$315.00	\$3,150.00
	4	F&I Type A Repair Band 60" Plus Dia	EA	0	0	0	1	1	\$10,000.00	\$10,000.00
	5	Repair Pipe 36" Dia	EA	0	0	0	1	1	\$4,800.00	\$4,800.00
	6	Topsoil - Strip & Spread	LS	0	0	0	1	1	\$400.00	\$400.00
	7	F&I Sidewalk 5" Thick Reinf Conc	SY	0	0	0	6	6	\$300.00	\$1,800.00
	8	Repair Pavement - Patch Asph	SY	0	0	0	3.4	3.4	\$1,000.00	\$3,400.00
	9	Repair Pavement - Patch Asph	SY	0	0	0	2	2	\$1,000.00	\$2,000.00
	10	Mulching Type 1 Hydro	SY	0	0	0	68	68	\$5.00	\$340.00
	11	Seeding Type B	SY	0	0	0	68	68	\$5.00	\$340.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	12	Inlet Protection - Existing Inlet	EA	0	0	0	2	2	\$200.00	\$400.00
	13	Traffic Control - Type 1	LS	0	0	0	1	1	\$3,718.00	\$3,718.00
	14	Traffic Control - Type 1	LS	0	0	0	1	1	\$500.00	\$500.00
Change Order 1 Sub Total										\$36,148.00

Summary

Source Of Funding	Storm Sewer Utility
Net Amount Change Order # 1 (\$)	\$36,148.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$293,057.00
Total Contract Amount (\$)	\$329,205.00

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

APPROVED
For Contractor
Title

Steve Carr
VP

APPROVED DATE
Department Head
Mayor
Attest

T. Cole
8/30/22

Key Contracting, Inc.

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



Proposal and Acceptance

Submitted To: City of Fargo
Attention: Roger Kluck
Date: 8/15/2022
Project: City of Fargo UR-22-B1
Project Location: 17th Ave and 42nd Street
Total Price: \$20,668.00

REVISED

SITE 10

Key Contracting, Inc., hereby submits an estimate for all labor and materials for:

Description	Measure	Quantity	Unit Price	Amount
mobilization	ls	1	\$ 1,800.00	\$ 1,800.00
Plug Pick Holes Fill w grout/mount steel	each	25	\$ 400.00	\$ 10,000.00
Asphalt Patch	ls	1	\$ 2,000.00	\$ 2,000.00
CDF w/ 20% air	cy	10	\$ 315.00	\$ 3,150.00
Traffic Control (Northstar + 10%)	ls	1	\$ -	\$ 3,718.00
				\$ 20,668.00

NOTE: Traffic Control Bid to Follow

All materials are guaranteed as specified. All items are tied.
All work shall be completed in a workman like manner and according to standard practice.
Any alteration or deviation from the specifications shall be upon written change orders only.
This proposal shall be deemed to be withdrawn unless accepted in writing within 30 days.

Dated as noted above.

Accepted on: _____

Steve Carr

Key Contracting, Inc.

Contact: Steve Carr
Cell (701) 371-1284



NorthStar Safety, Inc.

794 West Main Avenue
 West Fargo, ND 58078
 Tel: 701-282-2110
 Fax: 701-281-1400
 www.northstarsafety.com

<u>Project</u>	<u>Job No.</u>	<u>Location</u>	<u>State</u>	<u>Bid Date</u>
Key Contracting - 42nd St S Sink Hole		Fargo	North Dakota	8/17/2022

NorthStar Safety, Inc. (NSI) will supply and install all signs, barricades and channelization devices listed below. All daily maintenance, relocating and/or resetting devices would be the contractor's responsibility. NSI would return upon completion of the project to remove all items supplied by us. Our quote is based on a 1 week or less completion and does NOT include flagging, providing notifications, or removing and resetting existing permanent signs.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Traffic Control	LS	1	\$ 2,700.00	\$ 2,700.00
	* - Material Included in Traffic Control:	watch person	4	170.00	680
	1 - Set of Signs and Devices Required on the Submitted Plan Sheets				\$ 3,380.00

** - NSI would provide a Watch Person to check the project twice daily, morning and evening, for an additional \$170.00/day. The contractor would still be responsible for replacing signs and devices moved for construction traffic and progress.

Payments are to be made by progress payments. If a bond is required, add \$4.50/M (\$100.00 Minimum). Our quote does NOT include Railway Protection Insurance, TERO or any other contract charges. This proposal may be withdrawn if not accepted within 30 days.

Authorized
 Acceptance
 Signature _____
 Print Name _____

Authorized
 Signature 
 Stephan Lindemann
 Cell: 701-219-1731
 E-mail: slindemann@northstarsafety.com

SITE 13

Key Contracting, Inc.

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



Proposal and Acceptance

Submitted To: City of Fargo
Attention: Roger Kluck
Date: 8/16/2022
Project: City of Fargo UR-22-B1
Project Location: Ruth Drive and Kirsten Lane
Total Price: **\$14,580.00**

Key Contracting, Inc., hereby submits an estimate for all labor and materials for:

Description	Measure	Quantity	Unit Price	Amount
mobilization	ls	1	\$ 3,500.00	\$ 3,500.00
Remove and replace sw 5" thick	sy	6	\$ 300.00	\$ 1,800.00
Repair CMP	each	1	\$ 4,800.00	\$ 4,800.00
Asphalt Patch	ls	1	\$ 3,400.00	\$ 3,400.00
Topsoil - Strip and Spread	ls	1	\$ 400.00	\$ 400.00
seed and hydromulch	ls	1	\$ 680.00	\$ 680.00
Inlet Protection	each	2	\$ 200.00	\$ 400.00
Traffic Control	ls	1	\$ 500.00	\$ 500.00

\$ 14,580.00
15,480.00

CORRECTED
R.E.K., P.E., C.F.M.
8-24-22

All materials are guaranteed as specified. All items are tied.
All work shall be completed in a workman like manner and according to standard practice.
Any alteration or deviation from the specifications shall be upon written change orders only.
This proposal shall be deemed to be withdrawn unless accepted in writing within **30 days**.

Dated as noted above.

Accepted on: _____

Steve Carr

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

10

August 31, 2022

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

Re: Limited Disturbance Zone Setback Waiver
Block 3 Multi-family Housing located at 419 3rd Street North

Dear Commissioners:

The Engineering Department received a request to obtain a Limited Disturbance Zone Setback (LDZS) Waiver for the property located at 419 3rd Street North. The property is presently owned by the City with the intention of selling to Great Plains Block 3 Holdings LLC in the middle of September of 2022. As part of the building and site layout, it was determined a portion of the new proposed structure would encroach into the LDZS. The future owner has completed a geotechnical evaluation of the proposed improvements and any impacts to the slope stability or City infrastructure (2nd Street floodwall). Impacts were determined to be minimal as outlined in the geotechnical report from American Engineering Testing dated August 9, 2022. This report satisfies the LDZS requirement for geotechnical evaluation.

Staff is asking the Commission to conditionally approve the LDZS Waiver contingent upon the transfer of ownership of the afore mentioned property, which will allow Great Plains Block 3 Holdings LLC to sign and record the waiver of liability document.

Recommended Motion:

Concur with recommendations of PWPEC and approve the Red River Water Course Setback Waiver in the LDZS for construction of improvements at 419 3rd Street North with conditions of a signed setback liability waiver with recordation and the other identified conditions and authorize the Mayor to sign the document upon sale of the City property.

Respectfully Submitted,



Brenda E. Derrig, P.E.
City Engineer

Attachments

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Red River Water Course Setback Waiver

Location: 419 3rd Street North and 225 4th Avenue North

Date of Hearing: 8/15/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/6/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding the approval of a Red River Water Course Setback Waiver at 419 3rd Street and 225 4th Avenue North for the Limited Disturbance Zone Setback (LDZS) Area.

The Owners at 419 3rd Street North have requested to construct a multi-story apartment building within a portion of the LDZS. Staff is recommending approval of the Red River Water Course Setback Waiver with the following conditions:

1. A signed and recorded Waiver of Liability; and
2. Building location to be constructed per the attached dimensioned site plan sheet; and
3. The City of Fargo will televise existing storm sewer system on east and south property lines, post project for damage assessment; and
4. Excavation material shall be removed from the site and not stockpiled on adjacent city property; and
5. Construction shall follow the recommendations outlined in the Geotechnical report produced by American Engineering Testing Inc. stamped by Josh Holmes and dated August 9, 2022.

On a motion by Nicole Crutchfield, seconded by Bruce Grubb, the Committee voted to recommend approval of the Red River Water Course Setback Waiver in the LDZS for construction of improvements at 419 3rd Street and 225 4th Avenue North with conditions of a signed setback liability waiver with recordation and the other identified conditions above.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Red River Water Course Setback Waiver in the LDZS for construction of improvements at 419 3rd Street and 225 4th Avenue North with conditions of a signed setback liability waiver with recordation and the other identified conditions above.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

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

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jody Bertrand, Division Engineer
Date: August 10, 2022
Re: Red River Water Course Setback Waiver for the Property Located at 419 3rd Street North for the Limited Disturbance Zone Setback (LDZS) Area

Background:

The prospective buyers for a City lot located at 419 3rd Street North have requested to construct a multi-story apartment building within a portion of the LDZS. A general dimensioned site plan is attached to this letter. Staff has reviewed the application and associated impacts along with the submitted Geotechnical Report from American Engineering Testing Inc. which is stamped by Josh Holmes, PE dated 4-9-2022.

Staff recommends approval of the Red River Water Course Setback Waiver with the following conditions;

1. A signed and recorded Waiver of Liability; and
2. Building location to be constructed per the attached dimensioned site plan sheet; and
3. The City of Fargo will Televiser the existing and proposed storm sewer system on the east and south areas of the proposed improved property, post project for damage assessment; and
4. Excavation material shall be removed from the site and not stockpiled on adjacent city property; and
5. Construction shall follow the recommendations outlined in the Geotechnical report produced by American Engineering Testing Inc. stamped by Josh Holmes and dated August 9, 2022.

Recommended Motion:

Approve the Red River Setback Waiver in the LDZS for the construction of improvements at 419 3rd Street North with the conditions of a signed setback liability waiver with recordation and the other identified conditions above.

JRB/klb
Attachments

VARIANCE ACKNOWLEDGEMENT AND LIABILITY WAIVER

The undersigned property owner, Great Plains Block 3 Holdings LLC, have requested a variance of the Limited Disturbance Zone Setback of City of Fargo Ordinance #4818, which sets guidelines on watercourse setback requirements, for an issuance of a building permit for the proposed construction and improvement of property located at 419 3rd Street North, Fargo, ND 58102, more particularly described as follows:

Lot 6, 7, 8, 9, and 13 thru 18, in Block 24, of Kenney & Devitts 2nd Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota

At the [DATE] City Commission meeting, the Fargo City Commission approved the waiver request contingent upon satisfaction of the following conditions:

1. A signed and recorded Waiver of Liability by the property owners; and
2. The City of Fargo will televise existing storm sewer system on east and south property lines, post project for damage assessment; and
3. Excavation material will be removed from site and not stockpiled; and
4. Construction shall follow recommendations outlined in the Geotechnical report produced by American Engineering Testing dated 8-9-2022 and stamped by Josh Holmes.

The City of Fargo (“City”) does not accept any liability for the stability of the proposed construction, including the structure(s), along with any other features constructed and/or installed within this property by the property owners. The property owners, their successors and assigns, accept all liability with the improvements completed on this property by the property owners and hereby expressly waive any and all liability against the City, and agree to indemnify and hold City harmless for any and all claims asserted as a result of the waiver granted herein. The property owners understand and agree that City shall not be liable for, and City does not accept any liability for the proposed structure along with any other features constructed and/or installed within this property.

Property owners understand and agree that any and all liability for any short term or long term improvements completed on this property shall be the sole responsibility of property owners, their successors and assigns.

Mike Allmendinger

President

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

On this _____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared Mike Allmendinger who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My Commission expires:

Dated this ____ day of _____, 2022.

CITY OF FARGO, a NORTH DAKOTA municipal corporation

By _____
Timothy J. Mahoney M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D., and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My Commission expires:

Attachments

- 1. Copy of the site plan



City of Fargo, ND

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

419 3rd Street North

1:1,128

8/10/2022 1:05 PM

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





September 1, 2022

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

Re: Encroachment Agreement
Block 3 Multi-family Housing located at 419 3rd Street North

Dear Commissioners:

The Engineering Department received a request to encroach on Public Right of Way (PROW) for the property located at 419 3rd Street North. The property is presently owned by the City with the intention of selling to Great Plains Block 3 Holdings LLC in the middle of September of 2022. The future owner wants to ensure the Encroachment Agreement will be approved prior to ownership transfer. Great Plains Block 3 Holdings hired Houston Engineering to analyze the existing retaining wall adjacent to the 2nd St Railroad Underpass. This report identified structural limitations in using the PROW for parking and landscaping. This report determined the wall can support parking and small snow loads so the requested use should not impact the retaining wall.

Staff is asking the Commission to conditionally approve the Encroachment Agreement contingent upon the transfer of ownership of the afore mentioned property, which will allow Great Plains Block 3 Holdings LLC to sign and record the Encroachment Agreement.

Recommended Motion:

Concur with recommendations of PWPEC and approve the Encroachment Agreement, which includes the two stated changes, and authorize the Mayor to sign the document upon sale of the City property.

Respectfully Submitted,

Brenda E. Derrig, P.E.
City Engineer

Attachments

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Final Approval for Encroachment Agreement

Location: 419 3rd Street North
225 4th Avenue North

Date of Hearing: 8/29/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/6/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding final approval for an Encroachment Agreement at 419 3rd Street North with Kilbourne.

An Encroachment Agreement was presented and approved with the Developer's Agreement at the June 13, 2022 Commission Meeting. The Encroachment Agreement was approved with a contingency that the City approve the details of the encroachment elements.

Engineering brought some of these contingencies to PWPEC on August 15, 2022 in an effort to allow other Departments to comment. Engineering used this feedback to develop the final version.

Engineering is primarily focused on protecting the existing retaining wall along 2nd Street as it goes under the railroad. Kilbourne hired Houston Engineering to analyze the wall and write a report documenting items like snow load, construction loads, vehicle loads, etc. that might impact the wall. The Encroachment Agreement includes the limitations identified by Houston Engineering as a reference attachment.

During final review of the Encroachment Agreement, two changes were recommended at PWPEC:

1. The exhibit showing the Encroachment Area needs to extend further south to the ROW line on the north side of 4th Avenue North. This has been modified.
2. In the event the City needs to excavate behind the wall, all costs to remove and reinstall the Water Quality Device that will be placed in the encroachment area shall be the Owner's responsibility. This change has also been made to the Agreement.

Staff is recommending approval of the Encroachment Agreement, with the changes stated above, with Kilbourne for their development at 419 3rd Street North.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the Encroachment Agreement with Kilbourne for 419 3rd Street North to include the changes noted.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement, including the two stated changes, with Kilbourne for 419 3rd Street North.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

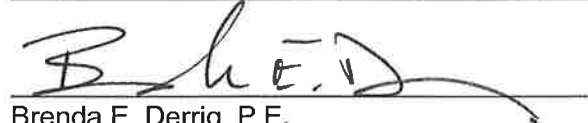
<u>Yes</u>	<u>No</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

COMMITTEE

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

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

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: August 25, 2022
Re: Final Approval for Encroachment Agreement at 225 4th Avenue North
Kilbourne Riverhouse Formerly Block 3

This Encroachment Agreement has been put together in pieces during different phases of this project development.

A general Encroachment Agreement was included in the Developer's Agreement that was approved at the June 13, 2022 meeting. This early Agreement had some contingencies that needed to be finalized prior to final approval of the Encroachment Agreement.

Engineering brought some of these contingencies to PWPEC on August 15, 2022 in an effort to allow other Departments to comment on some of the concerns Engineering had with the use of this Right of Way. Engineering used these comments and the latest version is attached for final approval.

Engineering is primarily focused on protecting the retaining wall in place along 2nd Street as it goes under the railroad. Kilbourne hired Houston Engineering to analyze the wall and write a report documenting items like snow load, construction loads, vehicle loads, etc. that might impact the wall. The Encroachment Agreement includes the limitations identified by Houston Engineering as a reference attachment.

Kilbourne would like to close on the property September 7, 2022 and would like this approved prior to closing. There may be some minor revisions to some of the language and changes recommended by PWPEC prior to submittal for Commission action on September 6, 2022.

Recommended Motion:

Approve the Encroachment Agreement with Kilbourne for their development at 225 4th Avenue North.

ENCROACHMENT AGREEMENT

THIS AGREEMENT, is made and entered into as of the effective date below by and between the **CITY OF FARGO**, a North Dakota municipal corporation (hereinafter "City") and **GREAT PLAINS BLOCK 3 HOLDINGS, LLC**, a North Dakota limited liability company (referred to as "Owner").

WITNESSETH:

WHEREAS, Owner is the fee title owner of the following described real property (the "Development Property"): see Exhibit A attached hereto and incorporated herein.

WHEREAS, Owner is proposing to build a multi-family building ("Development") on the Development Property; and

WHEREAS, a portion of the 2nd St. North Right of Way (the "Right of Way") lies between the Development Property and a retaining wall located within the Right of Way that is associated with a railroad underpass (the "Retaining Wall"); this area is a non-buildable area dedicated for any future excavation required to maintain the Retaining Wall; and

WHEREAS, The Owner has requested the use of a portion of such area, described and depicted on Exhibit B attached hereto and incorporated herein (the "Encroachment Area") for the following encroachments (collectively, the "Encroachment Elements"): (i) paving, striping and curbing and use such area for parking and a drive aisle; (ii) a sidewalk; (iii) light poles, lights on such poles and underground electrical lines within conduits to power such lights; (iv) a fence with not less than a 12' gate opening; (v) trees, shrubs, plants, wood mulch and other vegetative

and landscaping elements (but no landscaping rocks are allowed); (vi) underground roof drain connections, surface inlets/manholes and underground storm sewer lines that will connect into City's existing underground storm sewer lines; and (vii) a Water Quality Device, installed in the Southerly-most existing City storm manhole shown on attached Exhibit B .

WHEREAS, the City agrees to allow said Encroachment Elements under certain terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, it is hereby agreed by and between the parties as follows:

1. Owner covenants and agrees that it owns all right, title and interest in the Development Property.

2. City hereby grants Owner the right to encroach and use the Encroachment Area for the purpose of installing the Encroachment Elements for the purposes (and no other purposes) and in the general locations shown on Exhibit B attached hereto and incorporated herein. Said Encroachment Elements have the sole purpose to serve the Development Property.

3. This Agreement is personal to Owner and cannot be sold, transferred or otherwise assigned, except as provided for herein. Notwithstanding the foregoing sentence, this Agreement is transferable to subsequent owners, successors and assigns of the Development Property, provided (1) City has not fully terminated the Agreement as provided herein; and (2) Owner, its successors or assigns, provides a notice of transfer to City not less than 15 days prior to such transfer; and (3) Owner, its successors and assigns, provides City a certificate of insurance within 10 days following transfer, evidencing continued, uninterrupted insurance as provided for herein. Failure to abide by these requirements may be cause for termination of this Agreement. Further while in force, this Agreement shall be binding upon subsequent owners, successors and assigns of the Development Property, irrespective of whether the foregoing conditions have been satisfied.

4. Owner is responsible for all costs to design, install, maintain, and replace the Encroachment Elements ("Owner's Work"). City shall have no obligation, liability, or

responsibility for costs incurred by the Owner to complete the Encroachment Elements, including, but not limited to, contractor and engineering fees. Owner's contractor(s) and engineer(s) must be licensed under the laws of the State of North Dakota, and otherwise be responsible contractors and engineers as reasonably determined by City. Contractors working in the Encroachment Area shall be licensed by the City of Fargo. City shall have no obligation, liability, or responsibility for the costs incurred by the Owner to complete the Owner's Work under this Agreement. In no event will City be responsible for any payments, including payments for additional work or costs occasioned by unforeseen or changed conditions encountered in doing the work. Except as expressly provided otherwise in this Agreement, the parties understand and agree that City shall have no responsibility for repairs or costs thereof to the Encroachment Elements, or damages which may be occasioned by such repairs, in the event City completes any repairs to the Retaining Wall or other City infrastructure lying below surface within the Encroachment Area.

5. The parties further understand and agree that the cost of any repairs to the Encroachment Area and existing public infrastructure therein or adjacent thereto caused by or resulting from by the Encroachment Elements shall be Owner's sole financial responsibility, and further understand and agree that the costs thereof shall be assessed directly to the Development Property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with N.D.C.C. Chapter 40-22. Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to N.D.C.C. § 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Development Property. Owner further waives its right to protest the amount, benefit or any other assessment attributed to such work completed by City. Project costs, which may be assessed against the Development Property, include all costs of completing such work, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

6. Owner agrees to pay City a \$500 application fee, due at signing. The annual fee is waived by City. This fee waiver is based on the restricted nature of the property with the location of the property not serving any public use but a protective space to protect the

Retaining Wall. The Encroachment Area is also in the LDZS zone so this further limits the use of the area.

7. The Owner shall use due care when working in the Encroachment Area. All or a portion of the Encroachment Area may have special fill associated with the Retaining Wall. Any excavation deeper than 12 inches within 15 feet of the Retaining Wall may not be performed without a minimum two business day notice to the City and work cannot start until written authorization has been received from the City. An Engineering Inspector must be present for any excavation deeper than 12 inches within 15 feet of the wall. Owner's use of the Development Property and the Encroachment Area shall at all times be consistent with the Memo Fargo 2nd St. N. Retaining Wall Prepared by Houston Engineering Inc. addressed to Kilbourne Group dated July 14, 2022, and attached hereto as Exhibit C. Except for stormwater originating from the Landscaping Area and the portion of the Encroachment Area lying Southwesterly of the Landscaping Area: (a) Owner shall collect all stormwater from the Encroachment Area and direct such stormwater into the stormwater system that is partially a private system and partially a City system as shown on attached Exhibit B; and (b) no surface drainage from the Encroachment Area onto other adjacent areas is permitted. City requires that Owner, at Owner's sole cost and expense, install, maintain and replace the Water Quality Device as required by state and local standards, and Owner shall remove and reinstall the water quality device if City excavates in that area. No woody vegetation shall be allowed within 15 feet of the Retaining Wall and the trunks of any tree planted in the Landscaping Area designated on Exhibit B shall have a minimum distance from the Retaining Wall equal to 15 feet plus one-half of the tree's canopy. Particular tree species used shall be selected by Owner after consultation with City's Engineering Department and the City Forester.

8. If Owner damages any portion of the Retaining Wall including any special material associated with the Retaining Wall during the construction of the Encroachment Elements or the Development, City will make the necessary repairs to same and Owner agrees to be financially responsible for such repairs. If Owner fails to reimburse City then the costs thereof shall be assessed directly to the Development Property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with N.D.C.C. Chapter 40-22. Developer waives its right to protest the resolution of necessity for the

improvements for which such resolutions are required pursuant to N.D.C.C. § 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Development Property.

9. Owner understands and agrees that City construction in the Encroachment Area, including but not limited to repair of the Retaining Wall and/or other public improvements in the Encroachment Area, may damage or impact the Encroachment Elements. City shall have no responsibility for any damage to the Encroachment Elements, if using due and proper care when working around the Encroachment Elements, in which case City's sole responsibility shall be to restore the soils and fill of the areas affected and Owner shall be responsible for the repair or replacement of the Encroachment Elements. Owner, and not City, shall be responsible for the repair, maintenance and replacement of all private elements of the stormwater system as designated on Attached Exhibit B.

10. To the extent Owner no longer occupies the Encroachment Area, or if this Agreement is terminated, City shall determine if the Owner must remove or abandon in place (capping any subsurface pipes if applicable an appropriate) some or all of Encroachment Elements and restore and replace all public property thereby affected to its pre-encroachment condition. The City must approve the construction methods unless it directs that all Encroachment Elements will be left in place. It is understood and agreed that Owner, its successors and assigns, are responsible for the repair or replacement of any public property Owner disturbs or damages, at Owner's cost and expense.

11. Owner is responsible for all locates and must register with ND One Call and be responsible for all ND One Call requirements as the owner of Encroachment Elements, if and as applicable to specific Encroachment Elements.

12. Except as expressly provided otherwise in this Agreement, Owner, its successors and assigns, agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements, by reason of the use of the Encroachment Area by Owner pursuant to this Agreement. Owner agrees to provide to the City a certificate of insurance with a minimum coverage of \$1,000,000 and indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

13. It is specifically understood and agreed that the City retains authority to operate

and maintain existing above ground and underground municipal facilities in the Encroachment Area. The intent of this Agreement is to allow the Encroachment Elements to remain in place for so long as the Development remains on the Development Property. In the extraordinary event that City determines a public need for some or all of that portion of the Encroachment Area occupied by the Encroachment Elements while the Development remains in place, including but not limited to the provision of public services such as street widening, storm and sanitary sewer repair and installation and/or water main repair and installation, and the continued presence of some or all of the Encroachment Elements is no longer practicable under the circumstances, as determined by the City Commission following at least 10-days' prior written notice to Owner of the hearing at which such matter will be considered, terminate Owner's rights, in whole or in part, under this Agreement. Upon notice of such termination by the City Commission, Owner's rights shall be terminated and Owner shall have 360 days to remove and/or appropriately cap and abandon in place all Encroachment Elements that are the subject of such notice.

14. Owner understands and agrees that all work completed in the Encroachment Area shall meet City of Fargo Construction Standards in effect, and as amended or modified, from time to time, and all applicable City codes. Owner must obtain City approval prior to starting work in the Encroachment Area and obtain City acceptance of any portion of the work that constitutes public improvements after the work is completed. Owner agrees that failure to secure acceptance from City of the agreed upon modifications and restoration of any portion of the work that constitutes public improvements may result in City completing the work and assessing the cost to the Development. Owner waives its right to protest the resolution of necessity for the improvements and restoration or other provisions of N.D.C.C. Chapter 40-27 as the same may be amended for which such resolutions are required pursuant to N.D.C.C. § 40-22-17 pertaining to all work authorized by City under this Agreement, and Owner specifically consents to the potential restoration of the Encroachment Area (if and as directed by City) to its pre-existing condition upon termination of this Agreement. Owner further consents to the assessment of costs thereof to the Development and waives any right to protest the benefit or other assessment attributed to the construction. Project costs which may be assessed against the Development include all costs of the improvement that are authorized by North Dakota law, including N.D.C.C. § 40-23-05, such

as engineering, fiscal agent's and attorney's fees for any services in connection with authorization and financing of the improvement, and all other costs as authorized by law.

15. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the statutory authority of City to grant such permission, which may now or hereafter exist, provided City acknowledges that it is not aware of any current such limitations.

16. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objections to personal jurisdiction and improper venue.

17. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

18. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable. The parties, having been represented by counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement

19. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

20. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

21. It is specifically agreed between the parties that a copy of this Agreement

may be recorded.

22. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

Dated this ____ day of _____, 2022.

Great Plains Block 3 holdings, LLC, a North
Dakota limited liability company

By: Bill Rothman
Its: Vice President

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the persons described in and that executed the within and foregoing instrument.

(SEAL)

Notary Public
Cass County, ND

Dated this ____ day of _____, 2022.

City of Fargo, a North Dakota
Municipal Corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The Development Property consists of the following properties located in the City of Fargo, Cass County, North Dakota:

TRACT A

That part of vacated Fifth Avenue North (Dedicated as Fourth Avenue), that part of a vacated alley, and all of Lot 8, all in Block 24, KEENEY AND DEVITT'S SECOND ADDITION, that part of Block 24 of KEENEY'S SUB-DIVISION OF CERTAIN LOTS IN PORTIONS OF BLOCKS NOS. 32 – 30 – 24 – 25 – 26 – 20 AND 19 IN KEENEY & DEVITT'S SECOND ADDITION, and that part of a vacated alley and Lot 1, Block 3, NORTH DAKOTA R1 URBAN RENEWAL ADDITION, all in the City of Fargo, said plats being on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Beginning at the northwest corner of said Lot 8, Block 24, said corner also being on the southerly right-of-way line of said Fifth Avenue North (Dedicated as Fourth Avenue); thence North 02 degrees 53 minutes 01 second West along the northerly extension of the westerly line of said Lot 8 a distance of 30.50 feet to a point on a line lying 30.00 feet southerly of, as measured at a right angle to, and parallel with, the centerline of the Burlington Northern Santa Fe Railway company's mainline track; thence North 86 degrees 54 minutes 11 seconds East along said parallel line a distance of 241.52 feet to the westerly right-of-way line of Second Street North, as shown on the DEDICATION PLAT OF SECOND STREET NORTH, said plat being on file and of record in the Cass County Recorder's office; thence South 09 degrees 24 minutes 11 seconds West along said westerly right-of-way line a distance of 185.68 feet to the south line of said Lot 1, Block 3; thence South 87 degrees 07 minutes 40 seconds West along the south line of said Lot 1, Block 3 a distance of 202.01 feet to the southwest corner of said Lot 1, Block 3; thence North 02 degrees 53 minutes 01 second West along the west line of said Lot 1, Block 3, and along the west line of said Block 24, a distance of 150.00 feet to the point of beginning.

The above-described tract contains 40,120 square feet and is subject to all easements, restrictions, reservations, and rights-of-way of record.

TRACT B

LOT TWO, IN BLOCK THREE, NORTH DAKOTA R-1 URBAN RENEWAL ADDITION TO THE CITY OF FARGO, SITUATE IN THE COUNTY OF CASS AND THE STATE OF NORTH DAKOTA; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT TWO; THENCE SOUTH 87°07'40" WEST, ALONG THE NORTHERLY LINE OF SAID LOT TWO, FOR A DISTANCE OF 84.55 FEET; THENCE SOUTH 32°28'16" WEST FOR A DISTANCE OF 102.27 FEET; THENCE SOUTH 57°31'44" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 32°28'16" WEST FOR A DISTANCE OF 63.71 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT TWO; THENCE NORTH 87°04'06" EAST, ALONG THE SOUTHERLY LINE OF

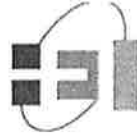
SAID LOT TWO, FOR A DISTANCE OF 144.53 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT TWO; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID LOT TWO, FOR A DISTANCE OF 151 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Exhibit B

Legal Description of Encroachment Area and Depiction of Encroachment Elements

EXHIBIT C

MEMO



Houston Engineering Inc.

Fargo 2nd St. N. Retaining Wall

To: Kilbourne Group

From: Neal Isaak

Date: July 14, 2022

Subject: Block 3 Riverfront Retaining Wall
Stability Verification



The proposed project is the construction of a six-story structure with surface parking. The addresses of the properties to be redeveloped as part of the proposed project are 225 4th Avenue North and 419 3rd Street North in Fargo. The eastern boundary of the site is an existing retaining wall designed by Houston Engineering Inc. as part of the Houston-Moore Group for the 2nd Street North Flood Mitigation project. The wall was originally designed with the existing Fargo School District Warehouse and US Military MEPS Center building to remain with some parking between the wall and the existing buildings. Houston Engineering was contacted to review the existing retaining wall for loadings proposed with the planned redevelopment.

Existing Wall Review

The cantilever retaining wall is comprised of four different sections starting at the north terminus near the bridge and moving south/southwest: Section A, Section B, Section C, and Section D. The geometrics of each section are shown in the table below.

Retaining Wall Geometrics					
Dimension	Unit	Section A	Section B	Section C	Section D
Length	(feet)	80	60	60	80
Wall Height	(feet)	22.5	20.5	17	8.5 – 13
Wall Thickness (at top)	(inches)	24	21	18	7.5
Secondary Wall Height	(feet)	7.75	—	—	—
Secondary Wall Thickness	(inches)	12	—	—	—
Total Footing Width	(feet)	32.5	31	30	23
Footing Heel Width	(feet)	21.75	22.375	13.75	13.208
Footing Thickness	(inches)	30	27	24	18
Key Width	(inches)	24	24	24	18
Key Depth	(feet)	4	4	4	2.5

The retaining wall was originally designed using QuickRWall and Excel per IBC 2012 for the building code, per ASCE 7-10 for load combinations and global stability, and per ACI 318-11 for reinforced concrete design. Global stability checks performed using ASD methodology and their minimum required factors of safety include sliding (1.5), overturning (1.5), bearing pressure (3), and bearing eccentricity (1.0 = middle third). Reinforced concrete was designed using Strength Design. Checks performed for the stem include moment, shear, maximum and minimum steel, base development, lap splice length and spacing, and horizontal bar reinforcement ratio and spacing. Checks performed for the toe and heel include shear, moment, minimum strain, minimum steel, development, and maximum spacing and minimum

reinforcement ratio for shrinkage and temperature. Ultimate strength of 4,500 psi was used for the concrete, and a yield stress of 60,000 psi was used for the reinforcing steel.

Loads considered include dead, live, earth, fluid, and wind. The concrete dead load was 150 pcf. The live load surcharge was 250 psf for construction loading on the back face. The following earth loads and properties were provided by the geotechnical engineer: a moist unit weight of 120 pcf, a friction angle of 28.2 degrees drained and 0 degrees undrained, and cohesion of 0 psf drained and 900 psf undrained. Saturated soil on the back face to the same depth as the soil on the front face included a fluid load of 62.4 pcf. Wind pressure of 30 psf was considered above the backfill level. Fargo-Moorhead was classified as Category A, so seismic design was not required.

As-built plans showed no changes that would affect the design analysis.

Proposed Building and Site Plan

A preliminary set of 50% design development drawings dated June 24, 2022 was provided by JLG Architects for review in order to assess any impact that the proposed building and site plan would have on the structural integrity of the retaining wall. See Attachment A for 50% drawing specifics that are referenced and assumptions that are made. Location of and/or loading from the building foundation, vehicular traffic, and snow were considered. Retaining wall guidance in AASHTO LRFD Bridge Design Specifications, 9th Edition was used to determine any effect that the proposed building and site plan may have on the wall.

Building Foundation

Review of the footing and foundation plans of the 50% design development drawings shows a strip footing around the exterior of the irregularly shaped building with several concentrated column footings within that area. The paving plan shows some dimensions that indicate the distance between the building and the retaining wall. The two footings nearest the retaining wall are the strip footing for the northern portion of the southeast wall of Area A, the southern portion of the building, and the strip footing of the eastern wall that runs northeast-southwest of Area B, the northern portion of the building. Area A of the building appears to be no less than 45 feet from any point along Section D of the retaining wall. Area B of the building appears to be no less than 65 feet from any point along Section A or Section B of the retaining wall.

AASHTO 3.11.6 provides guidance for the application of the pressure on a retaining wall resulting from a uniformly loaded strip parallel to the wall. Neither the footing from Area A nor from Area B of the building is parallel to the wall, so use of this guidance is a conservative assumption. A vertical distribution of 2 vertical to 1 horizontal is used to determine the location at which any vertical component of the footing load would impact the retaining wall. Thus, a footing located at least 6.5 feet from the back face of Section D, 10.25 feet from the back face of Section B, or 11.25 feet from the back face of Section A would not impact the vertical stem of the wall. A footing located at least 19.75 feet from the back face of Section D, 32.75 feet from the back face of Section B, or 33 feet from the back face of Section A would not impact the footing of the wall.

MEMO



Since the building footings are located greater than the distances from the retaining walls indicated above, any vertical loading on the building footings should not impact the retaining wall. No indication of horizontal or eccentric footing loads were given in the 50% design development drawings; thus, no horizontal or eccentric loads from the footings were considered.

Vehicular Traffic

Review of the paving plan of the 50% design development drawings shows a parking lot located on the backfill of the west side of the retaining wall. A guard rail is located approximately 4 feet west of the back side of the vertical wall.

AASHTO 3.11.6.4 provides guidance for the equivalent height of soil to be used as a live load surcharge in the design of the retaining wall for highway loadings. Since the area is a parking lot and not a highway, use of this guidance is a conservative assumption. For a retaining wall of any height with a distance from the back face of the wall to the edge of traffic of 1.0 foot or greater, an additional soil load of 2.0 feet is recommended. If the distance from the back face of the wall to the edge of traffic is less than 1.0 foot, the recommended soil height is increased. Since the guardrail is located greater than 1.0 foot from the wall, 2.0 feet of soil load for a live load surcharge is applicable. The unit weight of soil in the design of the retaining wall was 120 pcf; 2.0 feet of soil would equate to a live load surcharge of 240 psf. A construction loading of 250 psf was considered in the design of the wall, which is greater than the recommended equivalent soil loading of 240 psf. A construction load and a vehicle live load would not occur simultaneously in the same location.

Because of the construction loading considered during the retaining wall design, the loading from the parking lot should not impact the retaining wall as long as traffic is prevented from traveling near the back face of the wall. The guardrail indicated on the paving plan satisfies this requirement.

Snow Load

AASHTO 3.9.6 provides guidance for the application of snow loads on bridge superstructures. Snow load was not considered in the original design of the retaining wall. The effects of snow are assumed to be offset by an accompanying decrease in vehicle live load. Thus, the vehicle live load discussed in the previous section and a snow load would not occur simultaneously. The construction loading of 250 psf used in the original retaining wall design served as a comparable load to the vehicle live load of the parking lot. If a large snow storm occurs and the parking lot is not cleared for traffic, or in the area between the guardrail and the back face of the retaining wall where there is no traffic, the snow load will apply. The most conservative value for the probable density of snow given by AASHTO is 31 pcf. At this density, 8 feet of snow depth equates to 248 psf of snow load, which is slightly less than the 250 psf used as the construction load in the original wall design.

Because of the construction loading considered during the retaining wall design, a snow depth of 8 feet or less should not impact the retaining wall. It is recommended that snow not be permitted to accumulate greater than this depth.

Construction Loading

Kilbourne provided the following comments by email in order to assess any impact that proposed construction methods would have on the structural integrity of the retaining wall.

...there will be a 10K forklift and likely a 100 ton crane all over the site.

Using that area for laydown and parking will also be needed. Parking will be typical construction pickup and trailers. Laydown materials will be job trailers, sheathing, bunks of lumber (stacked multiple high), wall panels, and other materials needed to build a multifamily project like we are discussing.

Heavy Equipment

Specifications for the proposed construction equipment in order to determine maximum possible loading were not provided. Thus, additional calculations were not performed to determine any potential effects on the retaining wall. The wall was originally designed to support a 250 psf construction load. The equipment noted above would likely exceed this value.

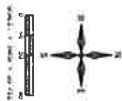
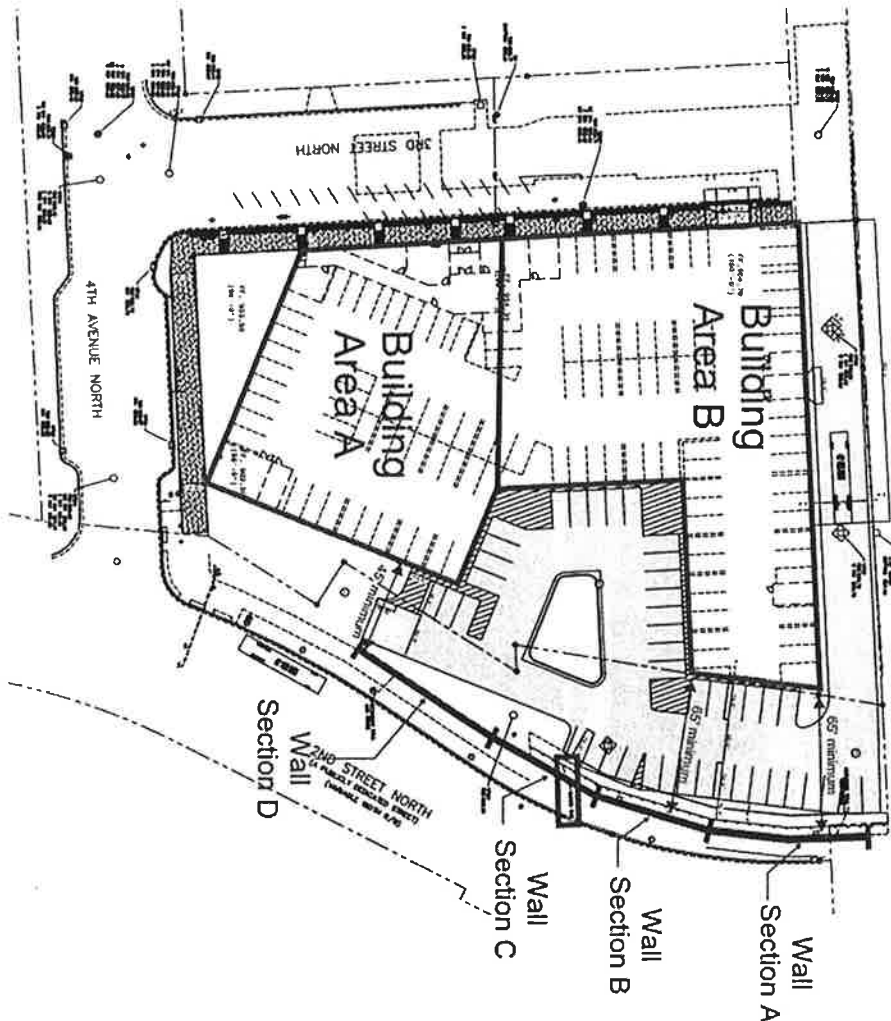
Thus, it is recommended that any construction equipment that exceeds 250 psf remain far enough away from the wall to prevent excessive loading from impacting the wall. Those distances for each section of the wall are 19.75 feet from the back face of Section D, 21.25 feet from the back face of Section C, 32.75 feet from the back face of Section B, or 33 feet from the back face of Section A. It is recommended that construction equipment that is less than 250 psf not travel within 1.0 foot from the back face of the wall. Additional recommendations to better distribute heavy crane loads are to use crane mats and to orient the crane tracks parallel to the wall instead of perpendicular to the wall.

Stockpiling of Materials

Specific loads of materials to be stockpiled on site were not provided.

It is recommended that materials be stockpiled so as not to exceed 250 psf if they are located within the distances from the back face of the wall as noted in the previous paragraph. It is also recommended that stockpiled materials be located no closer than 1.0 foot from the back face of the wall.

Appendix A



SYMBOL LEGEND

[Symbol]	EXISTING IMPROVEMENTS
[Symbol]	PROPOSED IMPROVEMENTS
[Symbol]	EXISTING EASEMENTS
[Symbol]	PROPOSED EASEMENTS
[Symbol]	EXISTING CURBS
[Symbol]	PROPOSED CURBS
[Symbol]	EXISTING DRIVEWAYS
[Symbol]	PROPOSED DRIVEWAYS
[Symbol]	EXISTING SIDEWALKS
[Symbol]	PROPOSED SIDEWALKS
[Symbol]	EXISTING BIKEWAYS
[Symbol]	PROPOSED BIKEWAYS
[Symbol]	EXISTING UTILITIES
[Symbol]	PROPOSED UTILITIES
[Symbol]	EXISTING STREETS
[Symbol]	PROPOSED STREETS
[Symbol]	EXISTING ALLEYS
[Symbol]	PROPOSED ALLEYS
[Symbol]	EXISTING PARKING SPACES
[Symbol]	PROPOSED PARKING SPACES
[Symbol]	EXISTING PLANTINGS
[Symbol]	PROPOSED PLANTINGS
[Symbol]	EXISTING LANDSCAPE
[Symbol]	PROPOSED LANDSCAPE
[Symbol]	EXISTING FENCES
[Symbol]	PROPOSED FENCES

- PLANNING NOTES:**
1. THE EXISTING CURBS AND DRIVEWAYS WILL REMAIN UNLESS OTHERWISE NOTED.
 2. THE EXISTING SIDEWALKS WILL REMAIN UNLESS OTHERWISE NOTED.
 3. THE EXISTING BIKEWAYS WILL REMAIN UNLESS OTHERWISE NOTED.
 4. THE EXISTING UTILITIES WILL REMAIN UNLESS OTHERWISE NOTED.
 5. THE EXISTING STREETS WILL REMAIN UNLESS OTHERWISE NOTED.
 6. THE EXISTING ALLEYS WILL REMAIN UNLESS OTHERWISE NOTED.
 7. THE EXISTING PARKING SPACES WILL REMAIN UNLESS OTHERWISE NOTED.
 8. THE EXISTING PLANTINGS WILL REMAIN UNLESS OTHERWISE NOTED.
 9. THE EXISTING LANDSCAPE WILL REMAIN UNLESS OTHERWISE NOTED.
 10. THE EXISTING FENCES WILL REMAIN UNLESS OTHERWISE NOTED.
 11. THE EXISTING EASEMENTS WILL REMAIN UNLESS OTHERWISE NOTED.
 12. THE EXISTING IMPROVEMENTS WILL REMAIN UNLESS OTHERWISE NOTED.
 13. THE EXISTING PROPOSED IMPROVEMENTS WILL REMAIN UNLESS OTHERWISE NOTED.
 14. THE EXISTING PROPOSED EASEMENTS WILL REMAIN UNLESS OTHERWISE NOTED.
 15. THE EXISTING PROPOSED CURBS WILL REMAIN UNLESS OTHERWISE NOTED.
 16. THE EXISTING PROPOSED DRIVEWAYS WILL REMAIN UNLESS OTHERWISE NOTED.
 17. THE EXISTING PROPOSED SIDEWALKS WILL REMAIN UNLESS OTHERWISE NOTED.
 18. THE EXISTING PROPOSED BIKEWAYS WILL REMAIN UNLESS OTHERWISE NOTED.
 19. THE EXISTING PROPOSED UTILITIES WILL REMAIN UNLESS OTHERWISE NOTED.
 20. THE EXISTING PROPOSED STREETS WILL REMAIN UNLESS OTHERWISE NOTED.
 21. THE EXISTING PROPOSED ALLEYS WILL REMAIN UNLESS OTHERWISE NOTED.
 22. THE EXISTING PROPOSED PARKING SPACES WILL REMAIN UNLESS OTHERWISE NOTED.
 23. THE EXISTING PROPOSED PLANTINGS WILL REMAIN UNLESS OTHERWISE NOTED.
 24. THE EXISTING PROPOSED LANDSCAPE WILL REMAIN UNLESS OTHERWISE NOTED.
 25. THE EXISTING PROPOSED FENCES WILL REMAIN UNLESS OTHERWISE NOTED.



KULOUVINE GROUP
BLOCK 3 APARTMENTS
 225 4TH AVE N, FARGO, ND 58102

ARCHITECT: **CAO**

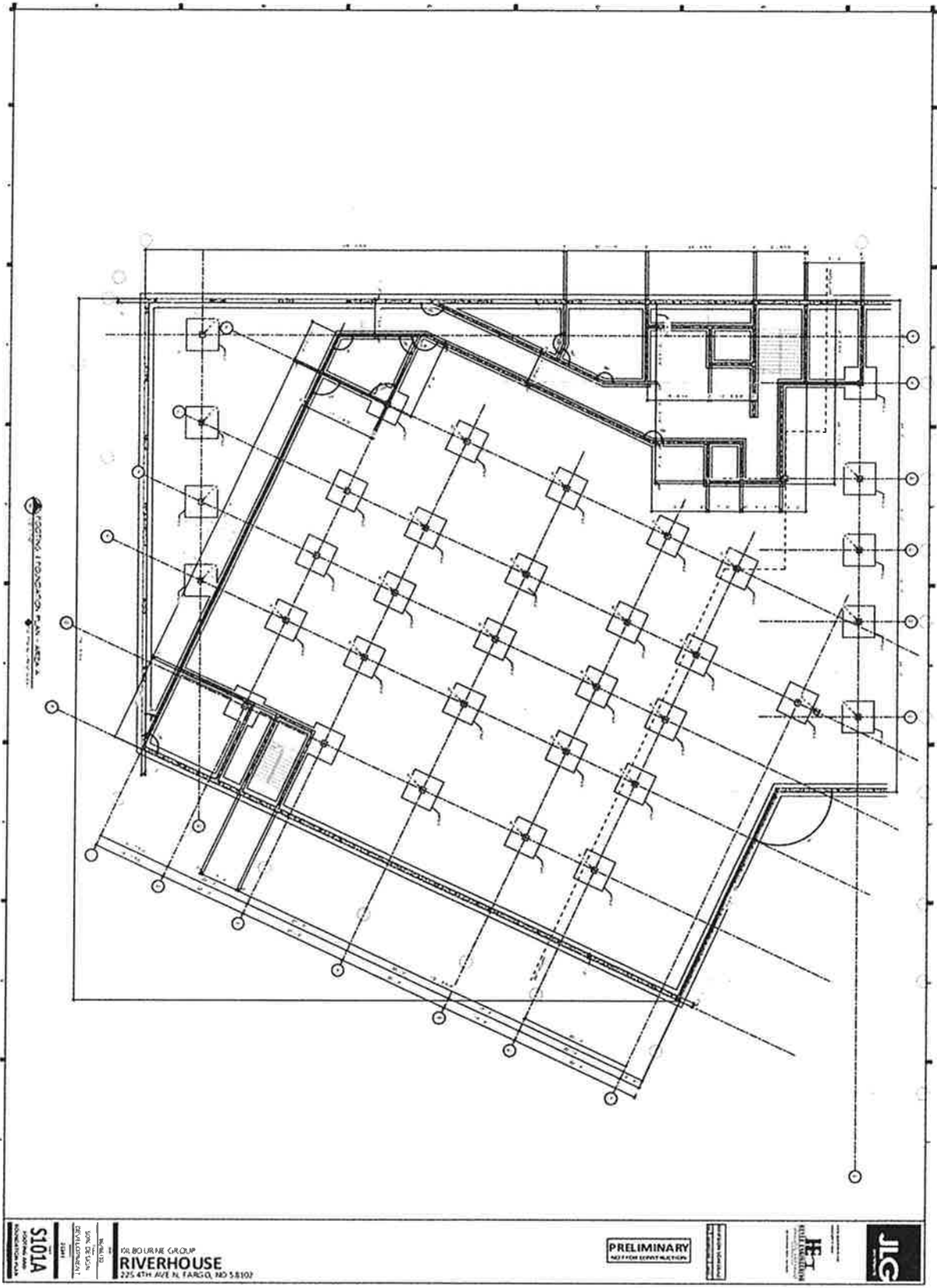
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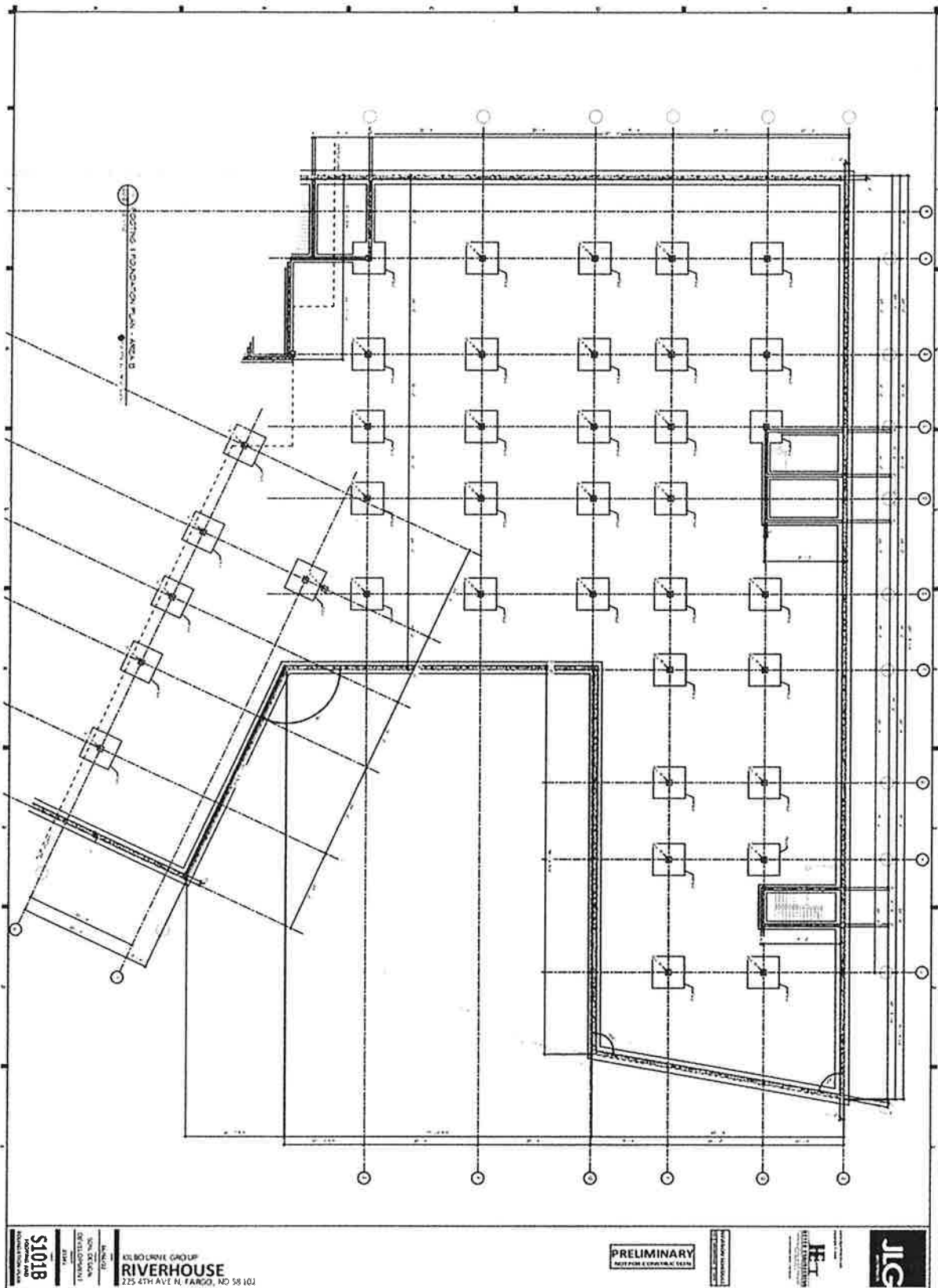
SUBMITTAL: CIVIL ENGINEERING DEVELOPMENT

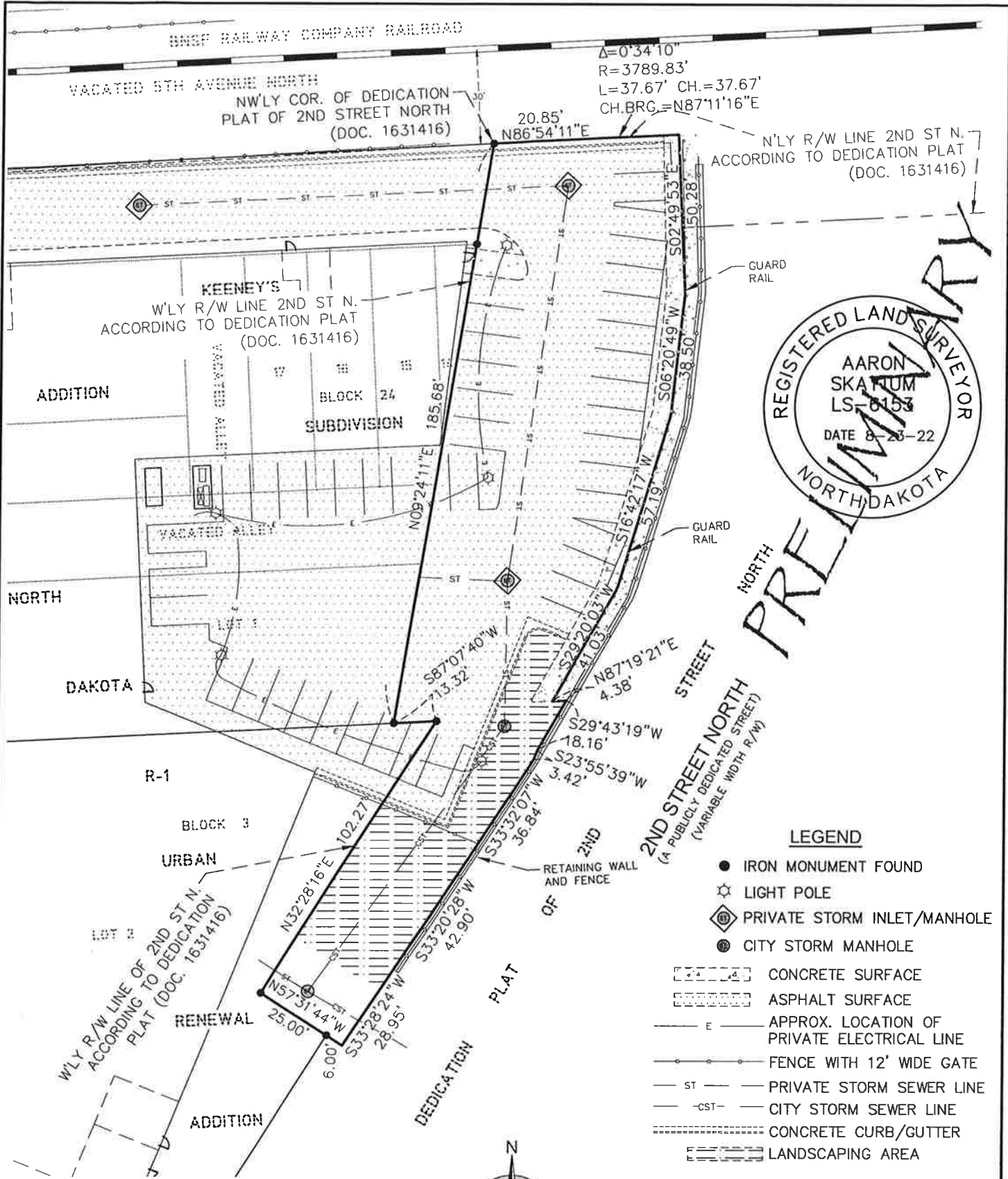
JLG

ALBION

1300 14TH AVE S, FARGO, ND 58103

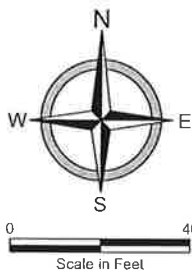






BASIS OF BEARING:
THE DEDICATION PLAT
OF 2ND STREET
NORTH AS RECORDED

Encroachment Area



PRELIMINARY
 NORTH
 REGISTERED LAND SURVEYOR
 AARON SKATUM
 LS-8153
 DATE 8-23-22
 NORTH DAKOTA

LEGEND

- IRON MONUMENT FOUND
- ⊙ LIGHT POLE
- ⊕ PRIVATE STORM INLET/MANHOLE
- ⊙ CITY STORM MANHOLE
- ▭ CONCRETE SURFACE
- ▨ ASPHALT SURFACE
- E — APPROX. LOCATION OF PRIVATE ELECTRICAL LINE
- |— FENCE WITH 12' WIDE GATE
- ST — PRIVATE STORM SEWER LINE
- CST — CITY STORM SEWER LINE
- |— CONCRETE CURB/GUTTER
- ▨ LANDSCAPING AREA

PROJECT No.	22298
DATE:	08.19.22
REVISED:	
DRAFTER:	CDH
REVIEWER:	AS

moore
 engineering, inc.
 PAGE 1 OF 2

DESCRIPTION

That part of 2nd Street North according to DEDICATION PLAT OF 2ND STREET NORTH, said plat is on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Beginning at the northwesterly corner of said DEDICATION PLAT OF 2ND STREET NORTH; thence North 86 degrees 54 minutes 11 seconds East, on a record bearing along the northerly line of said DEDICATION PLAT OF 2ND STREET NORTH, a distance of 20.85 feet; thence easterly 37.67 feet continuing along said northerly line on a curve concave southerly, having a central angle of 00 degrees 34 minutes 10 seconds and a radius of 3,789.83 feet; thence South 02 degrees 49 minutes 53 seconds East a distance of 50.28 feet; thence South 06 degrees 20 minutes 49 seconds West a distance of 38.50 feet; thence South 16 degrees 42 minutes 17 seconds West a distance of 57.19 feet; thence South 29 degrees 20 minutes 03 seconds West a distance of 41.03 feet; thence North 87 degrees 19 minutes 21 seconds East a distance of 4.38 feet; thence South 29 degrees 43 minutes 19 seconds West a distance of 18.16 feet; thence South 23 degrees 55 minutes 39 seconds West a distance of 3.42 feet; thence South 33 degrees 32 minutes 07 seconds West a distance of 36.84 feet; thence South 33 degrees 20 minutes 28 seconds West a distance of 42.90 feet; thence South 33 degrees 28 minutes 24 seconds West a distance of 28.95 feet; thence North 57 degrees 31 minutes 44 seconds West a distance of 31.00 feet to the westerly line of said DEDICATION PLAT OF 2ND STREET NORTH; thence North 32 degrees 28 minutes 16 seconds East along said westerly line a distance of 102.27 feet; thence South 87 degrees 07 minutes 40 seconds West, continuing along said westerly line, a distance of 13.32 feet; thence North 09 degrees 24 minutes 11 seconds East, continuing along said westerly line, a distance of 185.68 feet to the point of beginning.

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 Land Surveyor under the laws of the State of North Dakota.

Aaron Skattum, R.L.S.
N.D. License No. LS-6153

Date: August 24, 2022

State of North Dakota)
County of Cass)

On this _____ day of _____, 20_____, before me, a Notary Public in and for said county and state, personally appeared Aaron Skattum, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.


Notary Public, Cass County, North Dakota



PRELIMINARY

Encroachment Area

PROJECT No.	22298
DATE:	08.19.22
REVISED:	-
DRAFTER:	CDH
REVIEWER:	AS



PAGE 2 OF 2

REPORT OF ACTION

12

CONSULTANT SELECTION COMMITTEE

Requesting: CONSULTING ENGINEERING SERVICES

Proposal Improvement District No. BR-23-G0 & Project No. NR-24-A0

Location: 32nd Ave S – 22nd St to Red River

Date of Hearing: 8/31/2022

Requested Services: Final Design Plans & Construction Administration

<u>Routing</u>	<u>Date</u>	Proposals were received from the following Consultants for this project: Houston Engineering Apex Engineering Group KLJ Stantec
City Commission	<u>9/6/2022</u>	
Consultant File	<u> </u>	
Project File	<u>X</u>	
Petitioners	<u> </u>	
Selection Committee	<u>X</u>	

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

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

This proposed project will evaluate and reconstruct 32nd Avenue South between 22nd Street and the Red River. Engineering requested proposals from interested firms to provide Final Plans and Construction Inspection for both the roadway reconstruction on 32nd Avenue South and for the replacement of Storm Sewer Lift Station No. 27. Staff has broken this work into two separate contracts, one for the roadway project and one for the lift station project. The total for the 32nd Avenue South project is \$1,880,283, and the total for the Lift Station project is \$456,290.

It is anticipated that we will be bidding out both of these projects next fall, in hopes of constructing them in 2024 and portions of 2025.

The purpose of this project is to evaluate and reconstruct the roadway and correct pavement deficiencies on a roadway that is over 30 years old, upgrade the storm sewer, line or replace sanitary sewer, and replace a portion of the water main that is outdated. Pedestrian safety is a concern on this stretch of road along with new ADA crossings. The current storm sewer configuration causes some issues with manhole lids getting lifted off the manholes during heavy rainfall events. Upsizing the current storm sewer system will be a part of this project.

Staff met on August 31, 2022 to review proposals submitted for the project and selected Apex Engineering Group as the preferred firm for the project. The total cost for this work is estimated to be \$2,336,573.

RECOMMENDED MOTION

Concur with the Consultant Selection Committee and recommend contract award for Consulting Services to Apex Engineering.


PROJECT FINANCING INFORMATION:

Following review of the proposals and interviews, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Apex Engineering as the preferred firm for the project, for a total of \$2,336,573.

COMMITTEE

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

Tom Knakmuhs, Assistant City Engineer
Brenda Derrig, City Engineer
Jeremy Gorden, Division Engineer - Transportation
Nathan Boerboom, Division Engineer
Kevin Gorder, Division Engineer – Engineering Services


Brenda E. Derrig, P.E.
City Engineer

C: Mike Love (HEI), Josh Olson (Apex), Scott Middaugh (KLJ), Cavin Berube (Stantec)

COVER SHEET
CITY OF FARGO PROJECTS

(13)

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

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

Sanitary Sewer Repair & Incidentals

Project No. UR-22-C

Call For Bids	<u>September 6</u>	, <u>2022</u>
Advertise Dates	<u>September 14, 21 & 28</u>	, <u>2022</u>
Bid Opening Date	<u>October 12</u>	, <u>2022</u>
Substantial Completion Date	<u>June 2</u>	, <u>2023</u>
Final Completion Date	<u>July 2</u>	, <u>2023</u>

<u>X</u>	PWPEC Report (Attach Copy)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Dan Eberhardt)

Project Engineer Rick Larson

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
 SANITARY SEWER REPAIR & INCIDENTALS
 PROJECT NO. UR-22-C
 3700 BLOCK OF UNIVERSITY DRIVE SOUTH**

Nature & Scope

This project is for the replacement of sanitary sewer manholes, pipe, bike trail repairs, and ditch grading.

The project will be on the east side of the 3700 Block of University Drive South.

Purpose

The existing sanitary sewer manholes at the end of the force main coming from Lift Station #9 have deteriorated to a point that has allowed soils to enter the sewer system, thus creating a large area to settle, including a portion of the bike trail. Replacing these manholes with corrosion proof structures, a portion of the bike trail, and regrading the small drainage ditch will correct these issues.

The project will be funded by Wastewater Utility Funds.

Feasibility

The estimated cost of construction is \$144,150.00. The cost breakdown is as follows:

Sanitary Sewer			
Construction Cost			\$144,150.00
Fees			
Admin	4%		\$5,766.00
Contingency	5%		\$7,207.50
Engineering	10%		\$14,415.00
Interest	4%		\$5,766.00
Legal	3%		\$4,324.50
Total Estimated Cost			\$181,629.00
Funding			
Utility Funds - Wastewater - 521	100.00%		\$181,629.00

Project Funding Summary

Utility Funds - Wastewater - 521	100.00%	\$181,629.00
Total Estimated Project Cost		\$181,629.00

Optional - Sanitary Sewer

Construction Cost		\$5,000.00
Fees		
Admin	4%	\$200.00
Contingency	5%	\$250.00
Engineering	10%	\$500.00
Interest	4%	\$200.00
Legal	3%	\$150.00
Total Estimated Cost		\$6,300.00

Funding

Utility Funds - Wastewater - 521	100.00%	\$6,300.00
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We believe this project to be cost effective.



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

Thomas Knakmuhs, PE
Assistant City Engineer



ENGINEER'S PRELIMINARY ESTIMATE
SANITARY SEWER REPAIR & INCIDENTALS
PROJECT NO. UR-22-C1
3700 BLOCK OF UNIVERSITY DRIVE SOUTH

Base Bid

Line	Name	Quantity	Unit	Unit Value \$	Extended Value \$
Sanitary Sewer					
1	Mobilization	1	LS	\$20,000.00	\$20,000.00
2	Remove Manhole	2	EA	\$5,000.00	\$10,000.00
3	Remove Pipe All Sizes All Types	38	LF	\$100.00	\$3,800.00
4	F&I Manhole 5' Dia Reinf Conc	1	EA	\$50,000.00	\$50,000.00
5	F&I Pipe w/GB SDR 26 - 15" Dia PVC	38	LF	\$300.00	\$11,400.00
6	Connect Pipe to Exist Pipe	1	EA	\$5,000.00	\$5,000.00
7	Remove Sidewalk All Thicknesses All Types	95	SY	\$25.00	\$2,375.00
8	F&I Shared Use Path 5" Thick Reinf Conc	95	SY	\$125.00	\$11,875.00
9	Boulevard Grading	600	SY	\$15.00	\$9,000.00
10	Seeding Type C	600	SY	\$5.00	\$3,000.00
11	Mulching Type 1 Hydro	600	SY	\$5.00	\$3,000.00
12	Traffic Control - Type 1	1	LS	\$5,000.00	\$5,000.00
13	Stormwater Management	1	LS	\$3,000.00	\$3,000.00
14	Inlet Protection - Existing Inlet	2	EA	\$350.00	\$700.00
15	Remove Tree	2	EA	\$1,000.00	\$2,000.00
16	F&I Decid Tree 2" Dia	2	EA	\$2,000.00	\$4,000.00
Sanitary Sewer Total					144,150.00
Total Construction in \$:					144,150.00

Engineering	10%	14,415.00
Admin	4%	5,766.00
Legal	3%	4,324.50
Interest	4%	5,766.00
Contingency	5%	7,207.50
Total Estimated Costs		181,629.00
Utility Funds - Wastewater - 521		187,929.00
Unfunded Costs		-6,300.00



BID SHEET
SANITARY SEWER REPAIR & INCIDENTALS
PROJECT NO. UR-22-C1
3700 BLOCK OF UNIVERSITY DRIVE SOUTH

Note: Unit prices will govern and shall be in whole cents.

Base Bid

Line	Name	Quantity	Unit	Unit Value \$	Extended Value \$
Sanitary Sewer					
1	Mobilization	1	LS		
2	Remove Manhole	2	EA		
3	Remove Pipe All Sizes All Types	38	LF		
4	F&I Manhole 5' Dia Reinf Conc	1	EA		
5	F&I Pipe w/GB SDR 26 - 15" Dia PVC	38	LF		
6	Connect Pipe to Exist Pipe	1	EA		
7	Remove Sidewalk All Thicknesses All Types	95	SY		
8	F&I Shared Use Path 5" Thick Reinf Conc	95	SY		
9	Boulevard Grading	600	SY		
10	Seeding Type C	600	SY		
11	Mulching Type 1 Hydro	600	SY		
12	Traffic Control - Type 1	1	LS		
13	Stormwater Management	1	LS		
14	Inlet Protection - Existing Inlet	2	EA		
15	Remove Tree	2	EA		
16	F&I Decid Tree 2" Dia	2	EA		
				Sanitary Sewer Total	
				Grand Total in \$	

HDPE Lined Manhole

Line	Name	Quantity	Unit	Unit Value \$	Extended Value \$
Sanitary Sewer					

17 F&I Lined Manhole 5' Dia Reinf Conc

1

EA

Sanitary Sewer Total

Grand Total in \$



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: September 6, 2022
Re: Bid Award for Police Headquarters Rooftop Unit Replacement (RFP22136)

Dear Commissioners:

The Police Headquarters Rooftop Unit was budgeted for replacement in 2022 at \$80,000. Due to inflation and supply chain issues, it was anticipated that the cost would be significantly higher.

Bids were opened on Friday, August 12, 2022 for the Replacement of the Rooftop Unit at the Police Headquarters. The sole bid from J-Tech Mechanical, LLC was for \$105,975.00.

Facilities has the dollars available in the Capital Outlay account to cover the full cost of the replacement. On September 29, 2022, Facilities brought the request to Finance Committee to utilize the available funds for this project. Finance approved the request.

Recommended Action:

Award the contract for the replacement of the Police Headquarters Rooftop Unit to J-Tech Mechanical, LLC in the amount of \$105,975.00.

REPORT OF ACTION
FINANCE COMMITTEE

Project No. RFP22136 Type: HVAC Equipment

Location: Police Headquarters

Date of Hearing: August 31, 2022

Routing Date
 City Commission September 6, 2022

Background

The rooftop unit at the Police Headquarters is scheduled for replacement in 2022. This unit has been problematic for some time and is considered a priority replacement. The unit was budgeted and approved in Capital Outlay requests in the amount of \$80,000. Due to inflation, Facilities did anticipate the costs would be much higher.

The project was put out to bid and bids were opened on August 12, 2022. The sole bid was for \$105,975.00. This is significantly higher than the budgeted amount. Due to changes and shifting priorities in projects, Facilities does have the dollars in their Capital Outlay account to fund this project. The lead time for the unit is significant and will likely push the installation into 2023.

Request

Facilities strongly recommends accepting the bid at this price to avoid future increases and to get the unit on order for installation at the earliest possible date.

Suggested Motion:

On a motion from Steve Sprague, seconded by Terri Gayhart, the Finance Committee voted to approve the purchase and installation of the rooftop unit at Police Headquarters.

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

Tim Mahoney, Mayor
 Finance Committee Chair

Project: Fargo Police Headquarters RTU Replacement

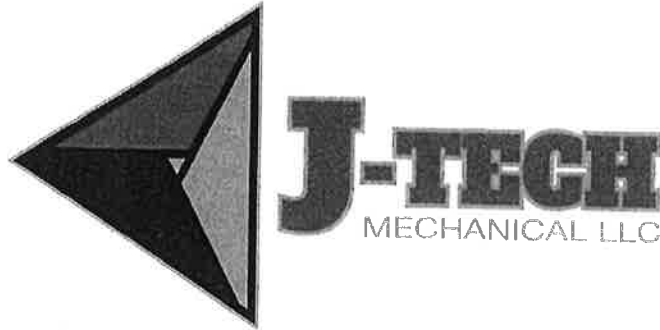
Budget: \$80,000

Bid Opening Date: August 12, 2022

Number of Addendums: 0

Company	License	Bond	Acknowledge Addenda	Bid Amount	Remarks
J- Tech Mechanical LLC	ND 43762	N/A	N/A	\$105,975.00	30 week lead time on equipment.

Recommendation: Supply chain costs continue to rise. Equipment currently has a 30 week lead time. Recommend to accept bid from J-Tech Mechanical LLC.



521 15th St N, Ste A • Fargo, ND 58102 • 701.941.0951

City of Fargo
225 4th St North
Fargo, ND 58102
Re: Fargo Police Headquarters RTU Replacement
8/9/2022

J-Tech Mechanical has been in business since August of 2020. We have many more years of experience at our previous companies and are very qualified to perform this project. We have installed a lot of Trane RTU's over the years such as the Skyway project last fall. J-tech Mechanical is confident that we will provide the City of Fargo the best product with the least amount of downtime.

Schedule:

- Crane and replacement- 1 DAY
- Controls and Electrical- 2 DAY
- Start-up- 1 Day

Equipment:

40-Ton Trane RTU

- DX Cooling/ 54KW Electric Heat
- 208V/60/3
- Standard condenser coil with hail guards
- Economizer with Power Exhaust
- Hinged door panels with handles
- VFD w/o Bypass
- Curb Adapter
- Factory Start-Up
- 1-year parts and labor warranty

Total Cost= \$105,975.00

Respectfully,

Jason Jundt
J-Tech Mechanical

15

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: September 6, 2022
Re: Bid Award for Library Boiler Replacement (RFP22135)

Dear Commissioners:

The Downtown Library Boiler was budgeted for replacement in 2022 at \$80,000. Due to inflation and supply chain issues, it was anticipated that the cost would be significantly higher.

Bids were opened on Friday, August 12, 2022 for the Replacement of the Downtown Library Boiler. The sole bid from J-Tech Mechanical, LLC was for \$118,790.00.

Facilities has the dollars available in the Capital Outlay account to cover the full cost of the replacement. On September 29, 2022, Facilities brought the request to Finance Committee to utilize the available funds for this project. Finance approved the request.

Recommended Action:

Award the contract for the replacement of the Downtown Library Boiler to J-Tech Mechanical, LLC in the amount of \$118,790.00.

REPORT OF ACTION

FINANCE COMMITTEE

Project No. RFP22135 Type: HVAC Equipment

Location: Downtown Library

Date of Hearing: August 31, 2022

Routing Date
City Commission September 6, 2022

Background

The second boiler at the Downtown Library is scheduled for replacement in 2022. The unit was budgeted and approved in Capital Outlay requests in the amount of \$80,000. Due to inflation, Facilities did anticipate the costs would be much higher.

The project was put out to bid and bids were opened on August 12, 2022. The sole bid was for \$118,790.00. This is significantly higher than the budgeted amount. Due to changes and shifting priorities in projects, Facilities does have the dollars in their Capital Outlay account to fund this project. The vendor has indicated that the unit is available on a short lead time and the project could still be completed in 2022.

Request

Facilities strongly recommends accepting the bid at this price to avoid future increases and to proceed with the purchase and installation as scheduled in 2022.

Suggested Motion:

On a motion from Steve Sprague, seconded by Terri Gayhart, the Finance Committee voted to approve the purchase and installation of the boiler for the Downtown Library.

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

Tim Mahoney, Mayor
Finance Committee Chair

Project: Fargo Public Library Boiler Replacement

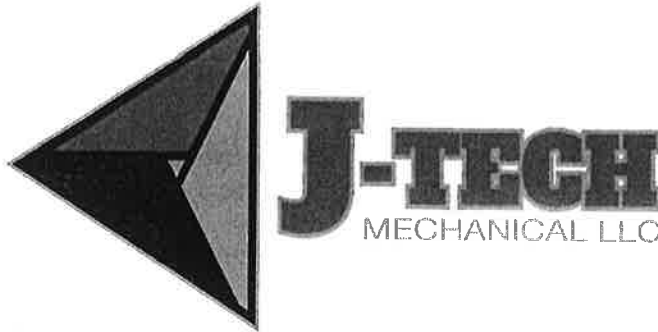
Budget: \$80,000

Bid Opening Date: August 12, 2022

Number of Addendums: 0

Company	License	Bond	Acknowledge Addenda	Bid Amount	Remarks
J-Tech Mechanical LLC	ND 43762	N/A	N/A	\$118,790.00	

Recommendation: Due to inflation, cost was anticipated to be much higher than the original budget. Facilities does have the funds in place to cover the bid price. Recommend accepting the bid.



521 15th St N, Ste A • Fargo, ND 58102 • 701.941.0951

**City of Fargo
225 4th St North
Fargo, ND 58102
Re: Fargo Public Library Boiler Replacement
8/8/2022**

J-Tech Mechanical has been in business since August of 2020. We have many more years of experience at our previous companies and have over 120 years of combined experience. We are highly qualified to perform this project and have two Aerco Master Service Technicians on staff. We have installed a lot of Aerco boilers over the years, just not any with J-Tech Mechanical. We do perform maintenance and repairs on many Aerco boilers in the area, (BCBS, Noridian, Sanford, City of Fargo, and West Fargo Public Schools). J-Tech Mechanical believes we have the best team to perform this work and will get the job done efficiently.

Schedule:

- Demo and removal with crane- 1 DAY
- Install, piping, venting- 3 DAYS
- Controls and Electrical- 2 DAY
- Start-up- 1 Day

Equipment: Aerco BMK 2000

- Condensing Boiler with 20:1 turndown
- 120V/60/3
- Header Sensor
- Gas Regulator
- Neutralization Tube
- Motorized Control Valve
- Factory Start-Up
- 1-year parts and labor warranty

Total Cost= \$118,790.00

Respectfully,

A handwritten signature in black ink, appearing to read "Jason Jundt", written over a light gray background.

**Jason Jundt
J-Tech Mechanical**



(16)

August 30, 2022

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

Commissioners:

The Fargo Dome Authority requests your approval of the Ninth Amended Lease Agreement between North Dakota State University and Fargo Dome Authority. The agreement has a one year term running through June 30, 2023, and was negotiated by representatives from the Fargo Dome Authority, FARGODOME management and North Dakota State University.

The Fargo Dome Authority approved this contract at their regularly scheduled meeting on July 26, 2022.

Requested Motion: To approve the Ninth Amended Lease Agreement between the Fargo Dome Authority and North Dakota State University as presented.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment

**NINTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY**

TABLE OF CONTENTS

Paragraph	Page Number
1. Definitions	2
2. Leased Area	4
3. Lease Period	4
4. Term	5
5. Rent and Revenue Sharing	5
6. Items Included in Rental Fee	8
7. Items Not Included in Rental Fee	8
8. Scheduling and Event Type Rights Granted to NDSU	9
9. Default	12
10. Financial Settlement/Event Expenses	12
11. Complimentary Ticket	12
12. Parking	12
13. Concessions	13
14. Free Samples	13
15. Storage	14
16. Indemnification	14
17. Insurance	15
18. Force Majeure	15
19. Broadcast Rights	15
20. Public Safety	16
21. Evacuation	16
22. Obstructions	16
23. Hazardous Materials	16
24. FARGODOME Sound and Light Equipment	16
25. Motorized Equipment	16
26. Utility Requirements	16
27. Opening of Doors	16
28. Admissions	17
29. Objectionable Persons	17
30. Access	17
31. Authority Control	17
32. Licenses	17
33. Copyright	17
34. Announcements	17
35. Advertising/Publicity	18
36. Solicitation	18
37. Event Content	18
38. Defacements	19
39. Compliance with Law	19
40. Civil Rights/ADA	19
41. Assignment	19

42.	Severability	19
43.	Entire Agreement	19
44.	Authority and Jurisdiction	19

**NINTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY**

THIS LEASE AGREEMENT (hereinafter, this “Agreement”), is dated and effective as of this the 1st day of July, 2022, by and between the City of Fargo, a municipal corporation of the State of North Dakota, acting by and through its Fargo Dome Authority (hereinafter, “Authority”), a duly constituted authority existing under and by virtue of Ordinance Nos. 2437, 2506 and 2510 of the City of Fargo, North Dakota, and the North Dakota State Board of Higher Education and North Dakota State University (hereinafter, “NDSU”).

WHEREAS, the State Board of Higher Education of the State of North Dakota and NDSU leased certain real property to the City of Fargo for a period of ninety-nine (99) years by a Lease Agreement dated December 15, 1989 (the “Ground Lease”) for the purpose of constructing and operating the FARGODOME (hereinafter the “Dome”); and

WHEREAS, the terms of the Ground Lease were intended to adequately compensate NDSU for the use of such land, without jeopardizing the financial success of the Dome, and commit NDSU to substantial use of the completed Dome; and

WHEREAS, the Authority and NDSU entered into a Lease Agreement dated July 1, 1993, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing Section V, Numbers 2 and 3 of the Ground Lease (the “First Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Second Amended Lease Agreement dated July 1, 1998, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the First Operating Lease (the “Second Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Third Amended Lease Agreement dated July 1, 2002, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Second Operating Lease (the “Third Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Fourth Amended Lease Agreement dated July 1, 2007, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Third Operating Lease (the “Fourth Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Fifth Amended Lease Agreement dated July 1, 2012, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fourth Operating Lease (the “Fifth Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Sixth Amended Lease Agreement dated July 1, 2017, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fifth Operating Lease (the “Sixth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into a Seventh Amended Lease Agreement dated July 1, 2020, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Sixth Operating Lease (the “Seventh Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into an Eighth Amended Lease Agreement dated July 1, 2021, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Seventh Operating Lease (the “Eighth Operating Lease”); and

WHEREAS, NDSU and the Authority have reached an agreement on certain disputed amounts claimed by NDSU under Section VI(3) of the Ground Lease; and

WHEREAS, the Authority and NDSU desire to modify their agreement for the use of the Dome by NDSU, to further modify the Ground Lease and to reflect the resolution of all disputed amounts as provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Authority and NDSU do hereby agree that this Agreement and the following terms and conditions shall serve to replace the Eighth Amended Lease, provided; however, that the repeal of Section IV(3) and replacement of Section V, 2 and 3 of the Ground Lease remain as an integral part of this Ninth Amended Lease. Furthermore, the repeal of Section IV(3) of the Ground Lease as referenced in the Third Amended Lease and the reduced rates for the Sponsorship Package referred to in Section 5.A., remain as being, and are, in full settlement and release by NDSU of all disputed amounts claimed by NDSU. All other provisions of the Ground Lease, unless inconsistent with this Agreement, shall remain in full force and effect. If the provisions of the Ground Lease and this Agreement conflict, the provisions of this Agreement shall control.

1. DEFINITIONS.

“Football set-up” (*Exhibit A*) shall be defined as the entire main floor area, including the permanent seating as specified in Exhibit A and the DOME ticketing manifest, meeting rooms 201-204, the public area of the concourse, two temporary concourse level novelty stands, the area of the east press boxes necessary for the media to cover the event, the east side home team locker rooms and the west side visiting team locker rooms and star dressing rooms.

“Basketball set-up” (*Exhibit B*) shall be defined as the north end of the main arena floor set up in the basketball configuration with the seating as specified in

Exhibit B. This configuration also includes DOME ticketing manifest for basketball, meeting rooms 201-204, the north end concourse public areas, a temporary north end novelty stand, the west side visiting team locker room and the east side home team locker room, if needed.

“Speaker set-up” (*Exhibit C*) shall be defined as the south end of the main floor, set up in the Arena Concert Configuration with the permanent seating as specified in Exhibit C, with the number of portable floor chairs and their location to be mutually agreed upon and meeting rooms 201-204.

“Other set-ups” shall be defined as any set-ups or arrangements not herein described as shall be mutually agreed upon by both the Authority and NDSU.

“Lease Year” shall be defined as a consecutive twelve (12) month period beginning on July 1 and ending on June 30.

“Non-revenue events” shall be defined as NDSU events where no admission is charged, no fee is taken or no collection is made from event patrons. Examples of eligible non-revenue NDSU events include commencement exercises, student orientation, homecoming celebrations, alumni functions or other types of events which are mutually agreed upon.

“Total Event Days” shall be defined as the sum of Priority Dates, Non-Priority Scheduled Events, and Non-Priority Non-Football Athletic Practices.

“Advertising Inventory” means the proposed agreements with advertisers at the FARGODOME.

“Suite Inventory” means the proposed annual agreements with suiteholders for any of the private suites at FARGODOME;

“Advertising and Suite Revenue” means for each Contract Year, all payments made in cash with respect to the Advertising Inventory, except the following:

- (a) Payment for naming rights to FARGODOME sold by the Authority;
- (b) Payment received from an entity for “branding or naming” rights for a specific FARGODOME event configuration used for the performance of certain events, excluding NDSU football games, i.e. “Gate City Bank Theatre”;
- (c) Payments made for the event rental of any suites not currently under an annual lease contract, or the sub-lease of a suite as provided for in an existing suiteholder agreement between the Authority and suiteholder;
- (d) Payments for printed advertising in FARGODOME bathrooms;
- (e) Payments for printed advertising in event programs;

- (f) Payments with respect to advertising in any new or expanded facility adjacent to FARGODOME and related parking facilities;
- (g) Sponsorships of co-promoted events at FARGODOME, such as “Happy Harry’s Ribfest”.

“*Direct Costs*” means, for each Contract Year, all expenses incurred by FARGODOME in connection with the sale of the Advertising Inventory and the Suite Inventory and the operation and maintenance of the Display Equipment including, but not limited to (i) service contracts, (ii) repair and maintenance expenses, (iii) fees and commissions paid to any third party sales consultant, (iv) costs incurred in fulfilling any advertising or suite contract, and (v) other mutually agreed upon expenses; but excluding general allocated administrative expenses.

“*Display Equipment*” means (i) the arena end board LED display panels, (ii) the arena corner LED display panels, (iii) the arena vomitory LED display panels, (iv) the concourse, lobby and restroom television and video displays, (v) the outdoor marquee, (vi) related equipment and software; and (vii) any replacements or additions made by the Authority from time to time.

“*City*” means the City of Fargo, a North Dakota municipal corporation.

2. **LEASED AREA.** The Authority hereby grants NDSU the right to occupy and use only the areas of the DOME for the various events as defined in Section 1 above. NDSU’s use of the DOME for any configurations not covered herein shall be defined and mutually agreed to by NDSU and the Authority. No other areas shall be occupied by NDSU except as is provided in the Lease – Locker Room Project—Fargodome/NDSU dated October 10, 2005, as amended by the Supplement to Lease (Locker Room Project—Fargodome/NDSU) dated May 22, 2006, as the same may be amended or further supplemented from time to time, or unless authorized in writing. The Authority reserves the sole right to rent or use all areas of the DOME not assigned herein to NDSU during the Lease Period. The Authority shall inform NDSU when the Authority plans to use, uses or leases other areas of the DOME during the Lease Period.

3. **LEASE PERIOD.** The Lease Period for each of the primary types of usage shall be as follows:

A. ***Athletic events.*** A period of time beginning no more than four (4) hours before the starting time of the event and ending two (2) hours after the ending time of the event, unless additional time period are mutually agreed upon in writing. NDSU shall have use of the DOME beginning at 8:00 a.m. on days of football games, provided that the start of NDSU’s use of the DOME on days of football games is subject to change based on the time that the turf and football field equipment is installed and ready. The Authority may, with the consent of NDSU, lease all or a portion of the Leased Area to another party during the Lease Period and the Authority shall pay NDSU twenty-five percent (25%) of the rent received.

B. *Speakers/Graduations.* A period of time beginning no more than four (4) hours before the starting time of the event and ending one (1) hour after the ending time of the event unless additional time periods are mutually agreed upon in writing.

NDSU's use of the DOME in excess of the times stated above shall only be allowed if the Authority has the time available. Such time used in excess of the times stated above may result in NDSU paying an overtime charge.

The Lease Period for any other type of usage shall be defined and mutually agreed to by NDSU and the Authority.

4. TERM. NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) Total Event Days per Lease Year during the one (1) year period beginning July 1, 2022, and ending on June 30, 2023. Unless earlier terminated, this Agreement shall expire on June 30, 2023, unless extended in writing by the parties.

5. RENT AND REVENUE SHARING. NDSU agrees to pay the Authority for use of the DOME during the term of this Agreement the following annual rental fees:

July 1, 2022 - June 30, 2023 \$165,000

These rental fees shall be paid to the Authority in ten (10) equal monthly installments, on or before the 15th of each month in the month it is due from September to June of each Lease Year.

A. *Sponsorship Package.* NDSU shall sponsor a scoreboard, video and suite package (Suite is in Section 34, East side of the DOME), the terms and conditions of which are set forth in the Fargodome Signage Advertising Agreement between NDSU and the Authority dated July 1, 2022. The amounts payable under the Fargodome Signage Advertising Agreement are intended to be as full settlement and release by NDSU of the disputed amounts owed by the City of Fargo as supplementary rent pursuant to Subsection IV(3) of the Ground Lease, which Subsection is hereby repealed.

B. *Advertising and Suite Revenue.* The Authority and NDSU hereby agree to jointly and cooperatively market and sell the Advertising Inventory and Suite Inventory. FARGODOME will take the lead role in servicing the Advertising Inventory and Suite Inventory and the NDSU Athletic Department will assist in servicing the Advertising Inventory and Suite Inventory as needed and required.

The Authority shall be solely responsible for the payment of all costs incurred in connection with the planning, designing, acquisition, installation, operation and

maintenance of the Display Equipment. NDSU shall have no right, title or interest in the Display Equipment. The Authority shall pay all Direct Costs as and when the same shall become due and payable.

The Authority and NDSU agree that the Advertising and Suite Revenue collected each Contract Year shall be allocated as follows:

- (a) First, to the payment of Direct Costs;
- (b) Any remaining Advertising and Suite Revenue shall be divided 80% to the Authority and 20% to NDSU.

Advertising and Suite Revenues shall be distributed in quarterly installments following the end of each calendar quarter based on Advertising and Suite Revenue and Direct Costs accrued during such quarter with any Contract Year adjustments to be made in the final payment after the end of each Contract year. In the event the Direct Costs exceed the Advertising and Suite Revenue during any Contract Year, the Authority and the City shall be solely responsible for the payment of such Direct Costs. Any such deficit shall be carried forward to subsequent Contract Years and reimbursed, together with interest on the amount advanced, before making any distributions pursuant to subsection (b) above. The Authority shall be responsible for the collection of all Advertising and Suite Revenue and the payment and amortization of all Direct Costs and will provide an accounting to NDSU of such Advertising and Suite Revenues and Direct Costs within one hundred twenty (120) days after the end of each Contract Year.

The Authority and NDSU will mutually determine the final terms and conditions of the Advertising Inventory and Suite Inventory. The Advertising Inventory and Suite Inventory shall be between the Authority and the respective advertiser or suiteholder. NDSU shall incur no rights or liabilities with respect to the Advertising Inventory or Suite Inventory (except for the FARGODOME Signage Advertising Agreement between the Authority and NDSU dated July 1, 2022). For NDSU events, the Authority and NDSU will mutually agree upon the advertising of any brand names in FARGODOME and will mutually review and approve the displays and messages used within FARGODOME. The Authority reserves the right to prohibit the advertising of any brand names in FARGODOME and to review and approve the displays and messages used within FARGODOME for non-NDSU events.

C. Concessions. NDSU shall receive fifteen percent (15%) of the gross receipts, after payment of applicable taxes, from the Authority's sale of concessions food and beverage items, including the sale of alcohol beverages, at NDSU's events until NDSU realizes \$30,000 in concessions revenue per year. After NDSU realizes \$30,000 in concessions revenue, NDSU shall receive ten percent (10%) of the gross receipts (after payment of applicable taxes) from the Authority's concessions revenue in excess of the revenue attributable to the

\$30,000 per year NDSU realizes. Concessions revenues shall not include revenues related to suite catering.

The Authority shall prepare a report of the concessions sales on a monthly basis, with said report showing the sales net of applicable taxes and the amount due NDSU. This report must be received by NDSU no later than ten (10) days following the month for which the report applies. Payment to NDSU from these concessions revenues will accompany said monthly report.

(a) Alcohol Sales

- a. The sale of beverages of all kinds in the Leased Area during NDSU events, including alcoholic beverages to the extent they may be legally sold now or thereafter, shall be in accordance with applicable laws, ordinance, rules and regulations. Administrative and operational procedure in the service of alcoholic beverages on the premises of the DOME is established by the Authority and any related alcoholic beverage service policies in place.
- b. With regards to tailgating in FARGODOME parking lots, pursuant to the standards established by a joint task force of NDSU Athletics, the Fargo Police Department, and the DOME, consumption of alcohol during tailgating will be allowed at NDSU football games in accordance with the Rules and Regulations set forth by said task force or as modified by said task force at a future date, in accordance with terms agreeable to task force participants.
- c. Enthusiastic student, alumni, and fan support in the DOME and at pre-game or post-game events is encouraged, but moderation and an attitude of civility is expected. It is expected that all patrons and participants will adhere to the fundamental values of respect, fairness, civility, honesty, and responsible behavior. None of the following will be tolerated by the DOME or NDSU: disruptive fan behavior, public intoxication, illegal activities, or violation of NCAA policy or principles, or DOME policy. Participation in such activity will be reason for immediate ejection from the DOME and/or arrest by the Fargo Police Department. Both parties will be responsible for providing an acceptable atmosphere and will work in a cooperative manner to immediately address improper fan behavior.

D. Parking. Except as provided in Section 12.B. hereof, NDSU shall not share in any parking revenue from the Authority's parking operations. The Authority shall have the sole right to operate the parking facilities on the DOME premises, including the establishment and collection of parking fees.

E. Novelties. The Authority shall receive fifteen percent (15%) of all novelty sales, after payment of applicable taxes, at NDSU regular season athletic events. The Authority shall receive 7.5% of novelty sales during post-season tournament events. A complete report of these novelty sales shall be furnished to the Authority no later than ten (10) days after the end of each month in which NDSU had events along with any payments due to the Authority.

F. Ticket Income. The Authority shall receive a facility user fee of \$.50 per paid ticket on all season and single game paid tickets for any NDSU football game, including post season playoff football games. NDSU shall retain all other revenue from ticket sales and shall conduct and be totally responsible for all ticket distribution for NDSU events covered by this Agreement. NDSU shall have access to the ticket windows on the East side main entrance and the West side ticket office to sell their event tickets. Such access shall only be on the event day, with the time of the use to be mutually agreed upon.

6. ITEMS INCLUDED IN RENTAL FEE. The aforementioned rental fee includes lighting, heat or air conditioning, water and the sound system as installed and standard cleaning services normally provided after each event, but only in normal and reasonable amounts. Amounts required in excess of normal and reasonable amounts may result in an additional cost to NDSU. The rental shall also include those equipment items so noted below for the various configurations. The Authority hereby agrees to provide and pay for an operator for all Dome video advertising systems, concourse display systems, and the exterior electronic marquee (excluding game-specific personnel such as scoreboard operators and live video production personnel).

Football. Rental fee includes the football field set-up for the actual game with the turf, goal posts, netting, field wall padding, player benches, down markers and first down chains, scoreboards and 25 second clock and coaches headsets. NDSU shall provide all other football related equipment and staffing required for the operation of a football game.

Basketball. Rental fee includes the moveable riser set-up on the north end for the game, the portable risers set in the basketball configuration, the basketball court, the basketball goals, the scorers table and the portion of the north side press box necessary for the media to cover the game.

7. ITEMS NOT INCLUDED IN RENTAL FEE: All equipment, staffing and services for the event which are not included herein as being provided in the rental fee shall be provided by the Authority at NDSU's sole expense per the Authority's published Equipment, Staffing and Services rate schedule. These items may include, but are not necessarily limited to:

Event staffing

- License fees
- Sound system operator
- Live video production personnel
- Equipment set-up and removal
- Equipment rental items
- Special hook-ups for electrical and utility services
- Food, beverage and catering services
- Advertising, marketing and publicity costs
- Ticketing costs
- Other equipment, staffing or services costs

NDSU hereby agrees to provide and pay for an operator for the scoreboard scoring system.

The Authority shall provide all event staff personnel for the football games and NDSU shall pay the published labor billing rates, at the time of the event, for all event staff (including part-time event, custodial and live video production staff) and actual billings of third party vendors including police, medical and fire personnel per game for providing event staff. Staffing will be set at levels in the best interest of public safety and mutually agreeable by the Authority and NDSU.

Upon request by NDSU, the Authority shall furnish NDSU with a projection of event expenses for all NDSU events.

8. SCHEDULING AND EVENT TYPE RIGHTS GRANTED TO NDSU.

- A.** Total Event Days: NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) total event days per Lease Year.
- i. If NDSU fails to use all of the fifty-five (55) total event days during the Lease Year, the unused dates shall not carry forward to future Lease Years except that if NDSU is bumped from any of its Non-Priority Event Dates during the last six (6) months of a Lease Year, NDSU can carry over up to three (3) dates into the following Lease Year.
 - ii. NDSU's athletic playoff dates which are held will count towards the fifty-five (55) total event days, except that if NDSU does not use the playoff date and the Authority is able to schedule another revenue producing event, NDSU shall not be charged for that playoff date as a use date.

B. Priority Dates: Of the fifty-five (55) total event days, NDSU shall have the right to a priority in scheduling for a maximum of twelve (12) NDSU events per year. In order to have priority in scheduling these dates, NDSU must notify the Authority no less than three (3) years in advance of the desired date(s).

C: Non-Priority Non-Football Athletic Practices: Of the fifty-five (55) total event days, NDSU's use of ten (10) event days will be limited to non-football athletic practices to be scheduled around the Authority's event schedule. The Authority retains the option to re-schedule athletic practices if an event

opportunity arises. NDSU will be responsible the costs associated with practices, including security staffing and field installation, if required.

D. Non-Priority Event Dates: Of the fifty five (55) total event days, NDSU's access to the remaining thirty-three (33) days shall be on a first come, first served basis, just as the access that is granted to other lessees. NDSU must comply with the Authority's requirements and procedures for the leasing, booking, and use of the DOME for these events, including the Authority's protection period requirements for similar events and other event definitions set solely by the Authority.

E. NDSU's use of the DOME for Priority Dates and Non-Priority Event Dates shall be limited as such:

- i. NDSU must use five (5) of the Priority Dates and/or Non-Priority Event Dates in the months of July and August.
- ii. Events will be limited only to NDSU athletic events, amateur athletic events/NCAA athletic events, NDSU or Tri-College sponsored job/career fairs, and non-revenue producing NDSU sponsored events.
- iii. Unless waived in writing by the Authority, NDSU shall not use the DOME for any of the following types of events:
 1. Official high school activity association sponsored or sanctioned events, unless these games are a part of NDSU's football/basketball game day.
 2. Professional sports events of any type.
 3. Trade or consumer shows of any type. A job/career fair shall not be considered a trade or consumer show.
 4. Family entertainment events of any type.
 5. Concert events.
- iv. Practices: As addressed in Section 8.C., NDSU is required to use ten (10) days for non-football athletic practices. NDSU shall be able to use their remaining 45 (forty-five) days of Priority Dates and Non-Priority Event Dates for football or non-football athletic practices, but the Authority reserves the right to eliminate the practice day in favor of an event the Authority schedules into the DOME. If the Authority schedules an event which results in NDSU having to incur the expense of installing and/or removing the football field set-up for practice, the Authority shall attempt to have the field installation and removal expense paid by the event. If the Authority is unsuccessful in getting the event to pay this expense, then the payment of the expense shall be mutually agreed upon by the Authority

and NDSU. The amount of the field installation and removal shall be mutually agreed upon by NDSU and the Authority. Athletic game practice days also count as one of the use dates, except that football practice dates shall count as one-half of a use date. NDSU shall have the option of paying an additional fee for use of the DOME for practices instead of having the practice date count against their use dates. The practice rental fee shall be \$250 per hour measured from one-half hour before the practice until one-half hour after the practice ends.

NDSU shall not incur any additional expenses of the football field set-up for use on non-game days if the field is already in place. However, if the field must be set-up for practice days or other non-game day use, NDSU shall be responsible for paying all costs incurred by the Authority for setting up the football configuration.

NDSU further agrees to reimburse the Authority for any cleaning or staffing expenses the Authority incurs as a result of NDSU's use of the DOME for practice days.

If the Authority has no events between the specified practice date and the game date, and the Authority shall incur no additional expense by placing the field down in time for the practice date, then the Authority shall place the field down for the practice and game and NDSU shall not incur any additional expense. If there is no DOME event between home football game dates, NDSU shall not be charged for, nor shall any credit be given to NDSU, for any set-up costs.

F. NDSU agrees not to give, sell or sublease any of their use dates to any party or potential lessee of the Authority who could have otherwise leased the DOME directly from the Authority.

G. NDSU shall be allowed to schedule and present any of the prohibited events listed herein as long as NDSU rents the DOME under a separate lease agreement outside of the terms and fees stipulated in this Agreement.

H. It is desired that the Authority and NDSU develop the type of working relationship whereby the parties communicate freely with the other so as to work collaboratively and avoid conflict in this and all other areas relative to this Lease Agreement. The Authority shall follow its own policies relative to first come, first served basis in the event NDSU and the Authority want to schedule a similar or competitive event. The Authority reserves the right to schedule another event at the same time as an NDSU event only if the other event does not interfere with the NDSU event.

I. The Authority shall also assume all responsibility for keeping records on the number of dates scheduled and used in a Lease Year. The Authority shall

have the responsibility and obligation to notify NDSU when NDSU has scheduled all of their fifty-five (55) total event days in a Lease Year. NDSU shall pay the Authority for all dates used in excess of the fifty-five (55) total event days herein described at rates solely established by the Authority and covered by a separate lease agreement..

9. **DEFAULT.** The Authority has the right to cancel this Agreement if NDSU fails to pay the required rentals and expenses or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach. Failure to indemnify the Authority pursuant to the provisions of Section 17 or failure to provide liability insurance, if required, in accordance with Section 45, shall be a material breach. This remedy is not exclusive and the Authority may, at its discretion, pursue any appropriate remedy.

NDSU shall have the right to cancel this Agreement if the Authority fails to pay any required funds due NDSU or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach.

10. **FINANCIAL SETTLEMENT/EVENT EXPENSES.** The Authority shall prepare and present a settlement report to NDSU on a per event basis which shall show the expenses from the event payable to the Authority from NDSU, with payment of such expenses due to the Authority. If NDSU and the Authority cannot agree on the financial settlement for an event, then NDSU's Vice-President for Business Affairs and the Authority's President shall be the arbitrators to make final and binding decision regarding the disputed NDSU event.

11. **COMPLIMENTARY TICKET.** NDSU shall provide Authority with a mutually agreed upon number of complimentary tickets to each NDSU ticketed event in locations mutually agreeable to NDSU and the Authority.

12. **PARKING.**

A. FARGODOME Event Parking. Except as provided in subsection B below, the Authority shall have the sole right and responsibility to manage and control all of the DOME parking lot areas, control all ingress and egress areas and collect and retain all parking revenues from vehicles using the DOME parking facilities.

B. NDSU's Use of FARGODOME Parking Lot Areas. NDSU shall have the right to use Lot C (the Southeast DOME parking lot), Lot D (the South DOME parking lot) and Lot E (the Southwest Dome parking lot) in accordance with the terms of an annual Fargodome-NDSU Parking Agreement originating July 30, 2002, and renewing annually. NDSU's use of any other Authority parking areas may only be done with prior written approval from the Authority except as provided below:

1. NDSU Team Makers shall have the right use parking lots E, F & G (the west DOME parking lots) for all NDSU home football games in accordance with the terms of an annual FARGODOME-NDSU Team Makers Parking Agreement originating August 1, 2012, and renewing annually.

2. NDSU employees or faculty working at the Sanford Health Athletic Complex (hereinafter "SHAC"), or other persons attending SHAC events or going to SHAC during regular business hours, may park in Lot C or Lot B, at no charge, unless the Authority has an event at the DOME and is charging a parking fee for use of the lot. On those occasions, SHAC attendees must pay the regular parking fee in order to park in the DOME lot, and the Authority shall retain all such revenue. At no time shall NDSU collect, receive or retain any parking revenue from vehicles parked on the Authority's parking lots unless otherwise agreed to in writing by the Parties. NDSU must notify the Authority in writing regarding the dates and times when a SHAC event is scheduled to take place which will require NDSU's use of the Authority's parking lot.

3. The Authority and NDSU shall designate three hundred-fifty (350) parking spaces in a good location as a VIP parking area for NDSU's use during NDSU football games. Persons using these spaces shall be responsible for paying the Authority for use of the spaces, and/or NDSU may buy-out these spaces for football games at the prevailing per-car parking rate.

4. The Authority hereby agrees that parking in the Authority lots shall be provided free of charge to patrons when NDSU has a non-revenue event, as defined herein, at the DOME. NDSU shall be responsible for the payment of any staffing expenses or other expenses incurred by the Authority for providing this free event parking.

5. NDSU shall be allocated twenty-five (25) parking spaces free of charge for its staff parking on days of its events in Lot A.

13. **CONCESSIONS.** The Authority shall retain all rights to concession sales, including, but not necessarily limited to, all food and beverage products, vending items and checkroom services except as herein agreed upon. No outside food and beverages will be allowed in the DOME. All food and beverages, with the exception of catering services, are provided by the Authority's authorized concessionaire.

14. **FREE SAMPLES.** Neither NDSU nor any of NDSU's attendees may sell or give away any samples of food, beverages or any product deemed by the Authority to be in competition with items sold or distributed by the Authority without prior written approval of the Authority. NDSU, on behalf of its advertisers and sponsors, shall be permitted to give away samples as long as NDSU obtains prior written approval from the

Authority and does hereby agree to pay the additional cleaning costs, both inside the DOME and outside the DOME, and assumes all responsibility and liability for damages or injuries which may be incurred from the giveaway items.

15. **STORAGE.** NDSU shall have the use of approximately 1,000 square feet of temporary storage space in the DOME during the football season for the storage of athletic or band equipment. NDSU shall further have the use of the novelty storage room areas on the concourse level, except that NDSU shall be required to remove all their novelty items when another event requires the use of this novelty sales area. The Authority shall provide alternative storage areas for use by NDSU for the storage of said novelty items when the novelty storage area is not available. The Authority assumes no responsibility or liability whatsoever for the safety or security of any items NDSU chooses to store at the DOME.

16. **INDEMNIFICATION.** To the extent permitted under North Dakota law and subject to available appropriations, NDSU shall keep, defend, indemnify and hold harmless, the City of Fargo, the Authority and the management company, and all its officers, agents and employees and each of them, from and against any and all costs, liability, damage or expense, including legal fees and costs, claimed by anyone by reason of injury or damage to person or property directly or indirectly arising out of the leasing and use of the DOME under the terms of this Agreement, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. Nothing, herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law. Each party hereto shall give the other prompt and timely notice of a claim or suit instituted within its knowledge that in any way, directly or indirectly, contingently or otherwise affects or might affect the other party. Notwithstanding the duty of NDSU to defend, indemnify and hold harmless the City of Fargo, the Authority and the management company as hereinabove provided, the City of Fargo, the Authority and the management company shall each have the right, but not the obligation, to participate in the defense of any claim or action to the extent of its own interest, at its own expense. In the event available appropriations are insufficient to indemnify and satisfy claims against NDSU arising hereunder, NDSU agrees to include in its budget request an appropriation fully sufficient to satisfy such claims. Should the Governor of the State of North Dakota not include in the executive budget for any reason the amount requested pursuant to the preceding sentence, NDSU shall request The North Dakota State Board of Higher Education to independently request that the Legislative Assembly amend the executive budget to include such amounts. NDSU, to the extent permitted by North Dakota law and subject to the available appropriations, shall agree to assume, defend, indemnify, protect and hold the Authority, the City of Fargo and the management company, harmless against any and all claims, damages, or liability resulting directly or indirectly from NDSU's use of the Authority's parking lot areas, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. NDSU further agrees to pay any and all claims or costs which may

be made or incurred due to NDSU's use of the DOME parking lot areas. Nothing herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law.

17. **INSURANCE.** NDSU will obtain insurance that meets the following criteria:

A. Such insurance shall be provided by a comprehensive general liability form of policy including the broad form liability extended coverage, with a combined single limit of at least \$250,000 per person and \$1,000,000 per occurrence.

B. NDSU shall also provide necessary Workers Compensation insurance for NDSU's employees.

C. NDSU shall further furnish comprehensive automobile liability insurance coverage as shall protect NDSU against claims for damages from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for NDSU in any capacity with respect to the performance of Agreement in the amount of \$500,000 per occurrence.

D. The insurance must be written by an insurance company licensed to do business in the State of North Dakota and have an A.M. Best rating of A+ or higher, or the alternative, provide coverage through the North Dakota Risk Management Fund. NDSU shall provide proof of such insurance coverage to the City and the Authority. If NDSU fails to provide the aforementioned insurance, the Authority shall have the right to either obtain the required insurance with the premium to be paid by NDSU or to terminate this Agreement.

18. **FORCE MAJEURE.** In the event the DOME or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the periods specified herein, or if the premises cannot be so used because of strikes, acts of God, national emergency or other causes beyond the control of the Authority, then this Lease Agreement shall terminate and NDSU hereby waives any claim against the Authority for damages by reason of such termination except that any unearned portion of the rental fee due hereunder shall abate or be refunded by the Authority to NDSU.

19. **BROADCAST RIGHTS.** NDSU shall retain all rights for Internet streaming and radio and television broadcasting of athletic events and shall be allowed to stream and broadcast athletic events from the DOME at no additional expense, except that NDSU shall pay the Authority for the Authority's out of pocket expenses, including labor and utilities, incurred as a result of the broadcasts or streaming, if these expenses are not paid by the broadcast company.

20. **PUBLIC SAFETY.** NDSU shall at all times conduct the event in full regard for public safety and will abide by all regulations as required by local authorities and the Authority. The Authority shall have the right to interrupt or terminate any event when in the sole judgement of the Authority, it is necessary in the interest of protecting the safety of the public. Whenever possible, the Authority shall confer with NDSU before any such termination. If a termination or interruption occurs, NDSU hereby agrees to waive any claims for damages against the Authority.

Any rigging or hanging of items from the DOME ceiling or roof must be done by approved DOME personnel. No other persons will be permitted to access the DOME roof or catwalk areas.

Any explosives, pyrotechnics or similar materials must be approved by the Authority and local, state and federal officials.

Any vehicle displayed inside the DOME must have the battery cables disconnected, the gas tank either taped shut or locked and may contain no more than one-fourth of a tank of fuel.

21. **EVACUATION.** The Authority shall have the sole right to determine when and if it is necessary to evacuate the DOME for whatever reason. If such evacuation occurs and results in cancellation of the event, NDSU hereby waives any claims for damages against the Authority. In the event such an evacuation occurs, the Authority and NDSU will settle the expenses for the event in a reasonable manner. NDSU will not be charged for that event day as a use date.

22. **OBSTRUCTIONS.** NDSU agrees to keep all portions of sidewalks, entries, doors, passages, vestibules, hallways, corridors, stairways, passageways, concessions stands and all areas of public access unobstructed at all times.

23. **HAZARDOUS MATERIALS.** NDSU agrees not bring onto the premises any material or equipment which could constitute a hazard to property or persons.

24. **FARGODOME SOUND AND LIGHT EQUIPMENT.** Any connection or operation of DOME sound or light equipment will be done only by Authority personnel.

25. **MOTORIZED EQUIPMENT.** All DOME motorized equipment must be operated by authorized Authority employees.

26. **UTILITY REQUIREMENTS.** All utility requirements for the event must be ordered from the Authority. Said utility order must specify whether, and if necessary for the event, in what quantity the following utilities will be needed: electrical, water, compressed air, telephone, gas, drain and cable television.

27. **OPENING OF DOORS.** The Authority reserves the right to open the doors when the Authority deems it necessary to safely and orderly move the public into the

DOME. The Authority may cancel any event preparations in order to safely move the public into the DOME.

28. **ADMISSIONS.** All DOME patrons shall be prohibited from bringing food and beverages, bottles, cans, containers, alcoholic beverages, projectiles, weapons, items which may be used as weapons, incendiary devices or any controlled or illegal substances into the DOME or onto the DOME premises.

The Authority reserves the right to conduct a reasonable search of all persons and their possessions prior to entry.

Re-entry on ticket stub is not permitted.

Glitter, confetti, lighter than air or helium balloons are not permitted inside the DOME.

No animals will be permitted in the DOME unless the animal is part of the show or exhibit, or if the animal is used by a physically disabled individual, and only if the animal is on a leash, in a pen or in a caged area.

29. **OBJECTIONABLE PERSONS.** The Authority reserves the right to eject or cause to be ejected from the DOME premises any persons causing a danger to person or property, or a breach of the peace or other disorderly conduct or who otherwise violates FARGODOME rules and regulations.

30. **ACCESS.** The Authority shall have the right to a reasonable access of any and all areas of the DOME occupied by NDSU.

31. **AUTHORITY CONTROL.** The Authority shall at all times maintain control of the DOME and shall be the sole administrator of its rules and regulations relative to its operation of the DOME.

32. **LICENSES.** NDSU shall pay, obtain and be responsible for any and all taxes, licenses or permits required for use of the DOME, and shall relieve the Authority from any responsibility for acquiring or paying for such taxes, licenses or permits.

33. **COPYRIGHT.** NDSU shall assume all responsibility for procuring and paying for the use of any copyrights, trademarks or other materials used in the event. To the extent permitted under North Dakota law and subject to available appropriations, NDSU further agrees to save and hold harmless the Authority from any costs or claims arising from any copyright violations, including copyright or trademark violations resulting from the advertising signs sold or displayed by NDSU.

34. **ANNOUNCEMENTS.** The Authority reserves the right to make announcements in the interest of public safety, to provide information to attendees or to announce upcoming events at the DOME.

35. **ADVERTISING/PUBLICITY.**

A. ***FARGODOME Trademark.*** The name “FARGODOME” and the FARGODOME logo are trademarked. Unauthorized use of either is strictly prohibited. NDSU shall have the right to use both the logo and the FARGODOME name only in the promotion and advertising of the events covered by this Agreement. No other use of the name FARGODOME or the FARGODOME logo will be permitted by NDSU without prior written approval from the Authority.

North Dakota State University Trademark. The name “North Dakota State University” and the “Bison Logo” are trademarked. Unauthorized use of either is strictly prohibited. The Authority shall have the right to use both the logo and the North Dakota State University name only in the promotion and advertising of the events covered by this Agreement. No other use of the name “North Dakota State University” or the “Bison Logo” will be permitted by the Authority without prior written approval from NDSU.

B. ***FARGODOME Advertising.*** NDSU shall have the right to advertise and publicize the events covered under this Agreement at no cost on the Authority’s electronic display equipment. The Authority and NDSU shall mutually agree on the times when these messages shall run and the content of these messages. The Authority hereby grants NDSU permission to advertise their corporate game sponsor(s) and announcements related to NDSU on the interior electronic message centers and on temporary signs as mutually agreed upon. NDSU shall be responsible for removing all temporary signs and banners immediately after an NDSU related event. If the Authority removes the banners and/or signs, NDSU shall be responsible for payment of all expenses related to the removal. Other than the aforementioned permission for NDSU events, the Authority Reserves all rights to advertising, electronic display equipment messages, temporary signage and banners in their entirety for non-NDSU related events.

C. ***Blocking/Covering FARGODOME Signs.*** The DOME’s permanent signs, graphics or displays must not be visibly blocked in any manner, nor may temporary signs or decorations be attached to permanent building graphics.

36. **SOLICITATION.** No solicitation, distribution or sale of any products, services, advertising or publicity materials or flyers of any type shall be permitted on the DOME premises without obtaining prior written approval from the Authority.

37. **EVENT CONTENT.** To the extent allowed by applicable law, the Authority reserves the right to approve the content of the event, to cancel an event in progress or to have questionable portions of the event removed if such portions contain materials which are illegal or patently offensive in nature.

38. DEFACEMENTS. NDSU shall not injure, mar, nor in any manner deface the DOME or any equipment contained therein, and shall not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner injured, marred or defaced. NDSU further will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the DOME, or any equipment contained therein, and will not make or allow to be made any alterations of any kind to the DOME or any equipment contained therein and will not affix or permit to be affixed by adhesives, any signs, posters, notices or graphics of any description without written consent of the Authority. NDSU agrees that if the DOME is damaged by NDSU, its event patrons, guests or any person admitted to the premises as a result of the NDSU event, then NDSU shall pay the Authority upon demand such sums as shall be necessary to restore the premises to their original condition, ordinary wear and tear excepted.

39. COMPLIANCE WITH LAW. NDSU agrees that it will comply with all applicable federal, state and local laws, rules, regulations and/or ordinances.

40. CIVIL RIGHTS/ADA. NDSU and the Authority hereby agree that they will not illegally discriminate against any persons relative to admission, services or privileges offered to or enjoyed by the general public. NDSU agrees that it will not illegally discriminate against any person relative to hiring and employment practices for any NDSU event involving NDSU staffing. NDSU further agrees to comply and cooperate with the Authority relative to requirements stipulated in the Americans with Disabilities Act (ADA). The Authority shall pay for any alterations to the DOME required under ADA.

41. ASSIGNMENT. This Agreement shall not be assigned, transferred or otherwise encumbered by NDSU without the express written approval of the Authority.

42. SEVERABILITY. If any of the provisions contained herein shall for any reasons be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions contained herein.

43. ENTIRE AGREEMENT. No alterations, variations, additions, addendums, representations or agreements to the terms of this Agreement shall be valid unless stated in writing, signed by both NDSU and the Authority, and made a part of this Agreement. This Agreement and all such written addendums shall supersede any and all oral representations or agreements.

44. AUTHORITY AND JURISDICTION. Any privilege, right or pre-eminence of authority not herein defined or clearly expressed shall be construed in accordance with the laws of the state of North Dakota, and any action herein must be brought in the District Court for Cass County, North Dakota. All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of the Authority.

(Remainder of this page intentionally left blank.)

Michael Ellugin

PRESIDENT, FARGO DOME AUTHORITY

DATE: 8/30/22

Ray L. Jordan

ATTEST: SECRETARY, FARGO DOME AUTHORITY

DATE: 8/30/2022

MAYOR, CITY OF FARGO

DATE: _____

ATTEST: CITY AUDITOR

DATE: _____

D. U.

PRESIDENT, NORTH DAKOTA STATE UNIVERSITY

DATE: 8/24/22

Bruce A. Bullock

ATTEST: NORTH DAKOTA STATE UNIVERSITY
VICE-PRESIDENT FOR FINANCE AND ADMINISTRATION

DATE: 8/24/22

September 6, 2022

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

Commissioners:

Three RFP's were received August 19, 2022, for our 2023 spring tree order. Park District Forester Sam DeMarais, and I, reviewed these.

<u>Company</u>	<u>Proposed Tree Cost</u>
Bailey Nurseries, Inc.	\$ 65,298.50 + shipping
Chestnut Ridge Nursery, Inc.	\$ 111,210.00 + shipping
Schichtel's Nursery, Inc.	\$ 123,600.00 (included shipping)

Funding is currently proposed in the 2023 forestry division tree budget.

Most companies are able to provide volume discounts. To maximize this possibility, this is a combined order between the City of Fargo and the Fargo Park District. The park district will cover approximately \$13,900.00 of the total cost.

Recommended motion:

Based on overall prices, quality, past experience, availability, and to secure the order as soon as possible, move to award the 2023 request for proposals (RFP23004) tree order to Bailey Nurseries, Inc.

Your approval of this request is appreciated. Thank you.

Sincerely,



Scott Liudahl
City Forester

Cc: Ben Dow
Bruce Grubb
Terri Gayhart


Commission2023 Tree Order.doc



98

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 25, 2022

RE: UNIVERSITY OF NORTH DAKOTA COMMUNITY FACULTY CONTRACT

The attached contract with the University of North Dakota School of Medicine and Health Sciences for \$75 per one hour lecture and \$150 a week for precepting is for medical school student training in the clinic.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the medical student training for 2022-2023

DF/lis
Enclosure

COMMUNITY FACULTY CONTRACT
(Single Contract with Health System/Hospital for multiple physicians)

The parties to this Contract are the University of North Dakota School of Medicine and Health Sciences (hereafter "UND"), and **Fargo Cass Public Health** (hereafter "Service Provider").

1. **Agreement:** UND hereby contracts with Service Provider, and Service Provider agrees to provide to UND the services as outlined in Section 2: Scope of Services of this Contract. UND and Service Provider agree that Physician(s) provided pursuant to the Scope of Services will devote sufficient time to fulfill the requirements as outlined in the Scope of Services. Physician(s), however, will continue their employment with Service Provider and may be assigned other duties and responsibilities deemed necessary by Service Provider.
2. **Scope of Services.** Service Provider, in exchange for the compensation paid by UND under this Contract, agrees to provide the following services without discrimination as to age, race, color, creed, sex or handicap:
 - A. Provide students with an orientation prior to seeing patients in clinic, preceptorship guidance during clinic hours, clinical exposure involving colposcopy experience as well as assist in the utilization of computer and manikin teaching opportunities.
 - B. Provide lectures and seminars as negotiated with the Chair of the Department of Obstetrics and Gynecology or the designated representative.
 - C. Students will be provided with the Title X regulations and guidelines of the Family Planning Program.
 - D. Counsel, advise and instruct medical students as the need, request and/or opportunity arises.
 - E. Complete timely and thoughtful evaluations of the students at the end of their clerkship rotation.
3. **Qualifications.** During the entire term of this Contract, Physician(s) shall be licensed in North Dakota. Physician(s) shall obtain and maintain medical staff privileges as necessary to perform the required duties as set out above.
4. **Term of Contract.** The term of this Contract is for a period of 12 months, commencing on the 1st day of July, 2022, and terminating on the 30th day of June, 2023. This Contract will not renew and there is no promise of continued services beyond the term of this Contract. Any agreement for a subsequent term will require a new contract.
5. **Compensation.** In consideration for the services provided by the Physician(s) under this Contract, UND shall pay to Service Provider an amount of \$75 per one hour lecture and \$150 per week for precepting, to be invoiced and paid by UNDSMHS Department of Obstetrics/Gynecology after the services have been provided at the end of each 8-week rotation. Additional amounts may be due should the services exceed those set in the scope of

services. The Parties agree that the compensation set forth is the result of arms-length negotiations and is consistent with the fair market value for the services to be provided by the Physician(s). The compensation has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties which may be reimbursed under Medicare or any state healthcare program. Service Provider and Physician(s) shall be under no obligation to refer any business or patients to UND.

6. **Professional Charges.** UND agrees that it shall not bill any patient, third party payor, or any other party for any charges associated with any professional services provided by Physician. Service Provider shall have the sole right to bill and receive payment for any professional services provided by Physician(s).

7. **Independent Contractor.** Service Provider shall perform as an independent contractor under this Contract. The Physician(s) shall not be an employee of UND for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Worker's Compensation Act. UND shall not be responsible, and Service Provider agrees to indemnify and hold UND harmless from liability for any employee withholdings charged to UND relating to the contracting with Service Provider for Physician's services, including, but not limited to, state and federal income tax and social security taxes, worker's compensation benefits, unemployment compensation premiums, or any other benefits or obligations. Service Provider will retain sole and absolute discretion in the manner and means of carrying out the activities and responsibilities under this Agreement, except to the extent specified in this Agreement. Specifically, Service Provider will have the right and the responsibility to pay, supervise, terminate, or control the work of the Physician(s) while they provide the services set forth in this agreement. The Physician(s) daily duties, reporting structure, and conduct will remain the sole responsibility of Service Provider. Service Provider shall be responsible for hiring, firing, promotion, or demotion of Physician(s). Furthermore, Physician(s) shall receive compensation and benefits directly from Service Provider and not from UND.

8. **Remittance Information.** The payments pursuant to this addendum shall be mailed or wired via ACH to the Service Provider at the address set forth below:

Company Name: _____
Mailing Address: _____
Administrative Contact Name: _____
Administrative Contact Email Address: _____

9. **Termination of Contract.**
 - A. Termination without cause. This Contract may be terminated by either party upon 30 days' written notice.

- B. Termination for lack of authority. This Contract may be terminated if any license or certificate required by law, rule, or terms of this Contract, or necessary privileges, is for any reason denied, revoked, suspended or not renewed.
- C. Termination for cause. UND by written notice of default to Service Provider may terminate the whole or any part of this Contract if Physician(s) fails to provide services required by this Contract within the time specified or any extension agreed to by UND, or in a manner acceptable to UND. The rights and remedies of UND provided in this section 7 related to defaults by Service Provider are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

- 10. **Professional Liability Insurance.** Subject to applicable deductibles or self-insured retention, each party agrees that throughout the term of this Contract it shall maintain professional liability coverage. UND shall maintain coverage with minimum limits of \$1,000,000 per occurrence and \$5,000,000 annual aggregate for its students and medical residents. Service Provider’s professional liability insurance shall provide coverage for Physician’s activities under this Contract, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The Parties shall provide at least 30 days’ notice of any cancellation or change in professional liability insurance coverage.
- 11. **Notice.** All notices or other communications required under this Contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the Parties at the following addresses:

Hospital/Clinic:	UND:
Fargo Cass Public Health	Department of Obstetrics/Gynecology
1240 25 th Street S	1919 Elm Street North
Fargo, ND 58103	Fargo, ND 58102

The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.

- 12. **Confidentiality.** Except as may be required or permitted by applicable law, patient authorization, court order, or subpoena, each party agrees not to release confidential patient information. Service Provider and UND agree that each is a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and HIPAA’s implementing privacy regulations, 45 C.F.R. §165.500, *et seq.* (“Privacy Regulations”) and each party shall comply with all requirements with respect to protected health information as defined in HIPAA. The provisions of this paragraph shall survive the termination of this Contract.

13. **Nondiscrimination and Compliance with Laws.** The Parties agree to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. Therefore, there will be no discrimination on the basis of race, religion, age, color, sex, disability, sexual orientation, gender identity, genetic information, national origin, marital status, veterans' status, political belief or affiliation, or the receipt of public assistance. Service Provider shall have and keep current at all times during the term of this Contract all licenses and permits required by law.

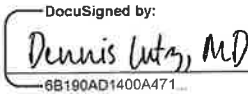
14. **FERPA.** For purposes of this Contract and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), UND hereby designates the Physician as a school official with a legitimate educational interest in the educational records of the students who participate in the clinical program to the extent that access to the records are required by the Physician to carry out the clinical program. The Physician agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

15. **Miscellaneous.**

- A. This Contract contains the entire understanding of the parties and all prior negotiations and understandings are superseded hereby and merged into this Contract.
- B. Any term or provision of this Contract which now or hereafter is determined to be invalid or unenforceable shall not impair the validity of the remainder of the Contract.
- C. Service Provider may not assign or otherwise transfer or delegate any right or duty without UND's express written consent.
- D. Service Provider shall promptly notify UND of all potential claims which arise or result from this Contract.
- E. 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 brought in the Northeast Central Judicial District Court of Grand Forks County, North Dakota.
- F. This Contract may be amended only by the written agreement of both parties hereto.

16. **Effectiveness of Contract.** This Contract is not effective until fully executed by both Parties.

UND:
University of North Dakota School
of Medicine and Health Sciences

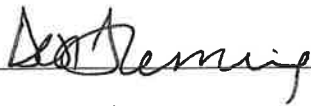
By:  _____
DocuSigned by:
6B190AD1400A471...

Name: Dennis Lutz, MD

Its: Professor & Chair

Date: 8/23/2022

Service Provider

By:  _____

Name: Desi Fleming

Its: Director, Fargo Cass Public Health

Date: 8/25/2022

UND:
University of North Dakota School
of Medicine and Health Sciences

By:  _____
DocuSigned by:
F73ECD1614244F3...

Name: Namil Choi

Its: Assoc Dean Admin/Finance, SMHS

Date: 8/24/2022

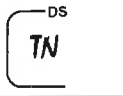
By: _____

Name: Timothy J. Mahoney

Its: Mayor, City of Fargo

Date: _____

SMHS A&F Reviewer Initials:

 _____

19



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 25, 2022

RE: AGREEMENT FOR SERVICES WITH AMERICAN LUNG ASSOCIATION FOR IMPLEMENTING ACTIVITIES TO INCREASE TOBACCO PREVENTION, CONTROL AND CESSATION.

The attached Agreement for Services with American Lung Association for a maximum of \$11,500.00 for assistance in creating activities to increase tobacco prevention, control and cessation.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with American Lung Association.

DF/lls
Enclosure



THIS AGREEMENT, effective the 1st day of September 2022, by and between Fargo Cass Public Health (FCPH); and the American Lung Association (Contractor).

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of September 1, 2022 through June 12, 2023.
- 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: increase tobacco cessation/treatment opportunities for those with behavioral health conditions and/or experiencing homelessness, partner with behavioral health organizations to implement new cessation/treatment protocols and ground policies and increase buy-in and capacity for change among local behavioral health professionals. Activities will also build upon findings from previous assessments of local behavioral health organizations (including homeless shelters as well as programs treating mental illness and/or substance use disorders). American Lung Association (ALA) will also continue to nurture professional relationships with local behavioral health programs to offer staff education, issue staff surveys at additional sites, and offer technical assistance.
- C. Reimbursement:** The contracting consultant shall be reimbursed up to \$11,500. This includes staff time of \$11,124 (20 hours each month for 10 months at \$55.62 per hour), \$376 for supplies CEU applications and \$82 for mileage. Invoices must be submitted monthly by the first Monday for the previous month. The final invoice being due on June 12, 2023.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- 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 Contractor in accomplishing stated goal/objectives. Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by the first Monday of each month, quarterly, and with the final report due on June 12, 2023.







American Lung Association

Final Audit Report

2022-08-22

Created:	2022-08-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACEm8WJpNgZ7FbT97fU3FGTKdnl8vRPSa

"American Lung Association" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2022-08-17 - 10:02:15 PM GMT
-  Document emailed to reba.mathern-jacobson@lung.org for signature
2022-08-17 - 10:02:29 PM GMT
-  Email viewed by reba.mathern-jacobson@lung.org
2022-08-17 - 10:03:10 PM GMT
-  Signer reba.mathern-jacobson@lung.org entered name at signing as Deborah P Brown
2022-08-22 - 7:18:11 PM GMT
-  Document e-signed by Deborah P Brown (reba.mathern-jacobson@lung.org)
Signature Date: 2022-08-22 - 7:18:13 PM GMT - Time Source: server
-  Agreement completed.
2022-08-22 - 7:18:13 PM GMT






20

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 30, 2022

**RE0: AGREEMENT FOR SERVICES WITH DACOTAH
FOUNDATION FOR A MAXIMUM OF \$15,789**

The attached Contract Agreement with Dacotah Foundation for working with FCPH to implement tobacco prevention, control and cessation activities.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the contract agreement for services with Dacotah Foundation.

DF/lis
Enclosure

THIS AGREEMENT, effective the 1st day of September 2022, by and between Fargo Cass Public Health (FCPH); and Dacotah Foundation (Contractor).

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of September 1, 2021 through June 12, 2023.
- B. Services to be provided by independent contractor:** Working in collaboration with FCPH, 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: attend trainings to acquire relevant information and skills to properly dose nicotine replacement therapy and developing alternatives activities to reduce tobacco use.
- C. Reimbursement:** Contractor shall be reimbursed up to \$15,789. This includes \$1,290 for exercise equipment, \$2,709 for sensory room equipment, \$4,990 for coping skills and material interventions, \$2,000 for celebratory programs, \$1,000 for YMCA passes, and \$3,800 for education and resource supplies. Invoices must be submitted monthly by the first Monday for the previous month. The final invoice being due on June 12, 2023.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** 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 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 Contractor in accomplishing stated goal/objectives. Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by the first Monday of each month, quarterly, and the final report due on June 12, 2023.

Special Considerations:

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







Dacotah Foundation

Final Audit Report

2022-08-26

Created:	2022-08-24
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz1s-WR6slQDYwORegSNophBtY-tocxNv

"Dacotah Foundation" History


-  Document created by Lori Sall (lsall@FargoND.gov)
2022-08-24 - 10:56:19 PM GMT
-  Document emailed to kandiaq@dacotahfoundation.org for signature
2022-08-24 - 10:56:31 PM GMT
-  Email viewed by kandiaq@dacotahfoundation.org
2022-08-24 - 10:58:33 PM GMT
-  Signer kandiaq@dacotahfoundation.org entered name at signing as Doreen Eichele
2022-08-26 - 8:53:46 PM GMT
-  Document e-signed by Doreen Eichele (kandiaq@dacotahfoundation.org)
Signature Date: 2022-08-26 - 8:53:47 PM GMT - Time Source: server
-  Agreement completed.
2022-08-26 - 8:53:47 PM GMT



(21)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 30, 2022

**RE: AGREEMENT FOR \$9,900 WITH INDEPENDENT CONTRACTOR,
MEGAN NIES FOR UPDATING FARGO CASS PUBLIC HEALTH'S
EMERGENCY OPERATIONS PLAN**

The attached agreement for services with Megan Nies for updating the FCPH Emergency Operations Plan as part of the City Readiness Initiative ensuring it follows the FEMA Comprehensive Planning Guide is for a maximum total of \$9,900 at a rate of \$75.00 per hour.

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

Suggested Motion: Move to approve the agreement with Megan Nies.

DF/lls
Enclosure



THIS AGREEMENT, effective the 1st day of July, by and between Fargo Cass Public Health ("FCPH"); and Megan Nies.

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of July 1, 2022, through December 31st, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will update FCPH's Emergency Operations Plan, as part of the City Readiness Initiative (CRI), ensuring it follows FEMA's CPG (Comprehensive Planning Guide) formatting and requirements. Contractor will work with Emergency Preparedness staff and FCPH management on internal response plans that interconnect with NDDoH plans as well as meet Public Health Accreditation Board standards.
- C. Reimbursement:** Megan Nies shall be reimbursed at a rate of \$75 per hour for the above services rendered not to exceed \$9,900 for total project detailed.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

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

FARGO CASS PUBLIC HEALTH



Desi Fleming
Director of Public Health

Date 8/30/2022

INDEPENDENT CONTRACTOR



Megan Nies
Independent Contractor

Date 08/25/2022

Timothy J. Mahoney
Mayor, City of Fargo


Date _____



22

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: LARRY ANENSON JR., PhD, RN 
DIRECTOR OF HEALTH PROTECTION AND PROMOTION

DATE: AUGUST 30, 2022

RE: ORDINANCE AMENDMENT – HEARING FOR SUSPENSION OR ADMINISTRATIVE PENALTIES. 35-0105

Dear Mayor Mahoney and Commissioners,

I seek your permission to work with the City Attorney to draft amendments to City of Fargo ordinance, section 35-0105, relating to "Hearing for suspension or administrative penalties" regarding tobacco sales.

Presently, when a business is alleged to have sold tobacco products to a person under 21, the business may be fined and suspended from selling tobacco products. Before these administrative penalties are ordered, the existing ordinance provides that there must be a public hearing. A public hearing consists of a Municipal Judge, City of Fargo Prosecutor, Cass County Health Official, tech support, business representative, and potentially witnesses (juvenile buyer and police officer). Many business representatives do not appear for the hearing, and no one has contested an allegation in years. Some business representatives have requested to admit guilt, accept the penalty, and waive the hearing, but the ordinance does not currently allow for an admission/waiver.

The proposed amendment will revise the ordinance so that a business may waive a hearing for a first-offense violation. Businesses that do not return a waiver would still receive a hearing. Businesses alleged to have committed a second offense (or more), that could receive a suspension of its tobacco license, will continue to receive a hearing as well.

Last, the City Attorney Office should explore whether these hearings may take place at the Municipal Courthouse or other convenient location and whether recording is required.

If you have questions, please contact Larry Anenson Jr. at 241.8575.

Suggested Motion: I move to direct the City Attorney to prepare amendments to the Fargo Municipal Code, section 35-0105 of Article 35-01 of Chapter 35, relating to Hearing for Suspension or Administrative Penalties, as it relates to tobacco sales.

LA/lls



23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 30, 2022

RE: AGREEMENT FOR \$6,000 WITH CENTER POINT TACTICAL, LLC, JOSH EBERT FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS

The attached agreement for services with Josh Ebert is for a maximum of \$6,000 to assist Fargo Cass Public Health fulfill the requirements of their City Readiness Initiative grant.

No budget adjustments are required for this contract.

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

Suggested Motion: Move to approve the agreement with Center Point Tactical LLC, Josh Ebert for CRI services.

DF/lls
Enclosure



AGREEMENT FOR SERVICES



THIS AGREEMENT, effective the 1st day of July 2022, by and between Fargo Cass Public Health ("FCPH"); and Center Point Tactical LLC.

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of July 1, 2022, through June 30, 2023.
- B. Services to be provided by independent contractor:**
1. Develop a schedule and plans to meet the requirements outlined in the Public Health Emergency Preparedness (PHEP) Operational Readiness Review Guidance on pages 6 through 11. Conduct three drills as required by Division of Strategic National Stockpile (DSNS) and submit the dates of the drills scheduled to NDDoH no later than September 10, 2022. Results of scheduled drills will be forwarded to the NDDoH no later than June 1, 2023, prior to submission by the appropriate method per the Center of Disease Control's requirement. After approval has been obtained by NDDoH, submit the appropriate documentation regarding the plans for drills and any other required reports by the appropriate method approved by the Center of Disease Control by no later than June 30, 2023.
 2. Functional / Full Scale exercises and documents should be posted to the National Exercise Master Scenario Events List (NxMSEL).
 3. Assemble State Strategic National Stockpile (SNS) and local City Readiness Initiative (CRI) planners to convene periodic CRI meetings to enable participants to engage in the exchange of CRI information, update SNS plans, educate and train volunteers and network to improve CRI program success.
 4. Continue 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.
 - o Identify point of dispensing (POD) sites to accommodate the provision of antibiotics to the affected population.
 - Recruit volunteer staff for POD operations and populate the Public Health Emergency Volunteer/Medical Reserve Corps (PHEVR/MRC). Submit volunteer data in an approved format to NDDoH Emergency Preparedness and Response Office.
 - Orient and train volunteer staff (clinical and non-clinical) for POD operations. Training could include pre-event and/or just-in-time tools.
 - Conduct POD site surveys to ensure suitability of facilities in supporting POD operations. Operational manuals should be developed specific to each POD site.
 - Coordinate with state and local law enforcement to develop a comprehensive security plan.
 - Coordinate with jurisdictions across the MSA to ensure consistent health communication messaging and dissemination of public information.
 - Maintain plans that are consistent with State plans to provide prophylaxis through alternate methods to increase population throughput to decrease the burden on PODS. Examples include Drive-thru POD, company prophylaxis, mobile mass prophylaxis teams, closed POD.
 - Determine threshold criteria for shifting from a clinical dispensing model to a non-clinical model of dispensing.
 5. All plans must be available in the NDDoH HAN Document Library. CRI plans must be reviewed and updated annually.

Other activities must be mutually agreed upon between Fargo Cass Public Health and the North Dakota Department of Health Emergency Preparedness and Response Division.

- C. **Reimbursement:** Center Point Tactical LLC shall be reimbursed for a total or maximum of \$6,000 for total project detailed.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

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

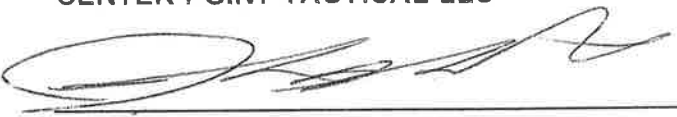
FARGO CASS PUBLIC HEALTH



 Desi Fleming
 Director of Public Health

Date 08/30/2022

CENTER POINT TACTICAL LLC



 Josh Ebert
 Project Coordinator for Center Point Tactical LLC

Date 8-27-2022

 Timothy J. Mahoney
 Mayor, City of Fargo

Date _____



Fargo Inspections

City of Fargo
225 Fourth Street North
701-241-1561
Fax: 701-476-6779

24

MEMORANDUM

TO: Board of City Commissioners

FROM: Inspections Director Shawn Ouradnik,

DATE: August 26, 2022

SUBJECT: Dangerous Building Notice and Order at 924 5th St. S.

SO

The property owner of 924 5th St. S., Fargo has failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, a hearing date is scheduled for Monday, September 19th, 2022.

RECOMMENDED MOTION: To schedule a Public Hearing for Monday, September 19th, 2022 for the property located at 924 5th St. S., Fargo.

(25)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

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

DATE: SEPTEMBER 6, 2022

RE: 2022 COMMUNITY DEVELOPMENT BLOCK GRANT & HOME PARTNERSHIP FUNDS

The City of Fargo has received its annual grant agreements from the U.S. Department of Housing and Urban Development. The City of Fargo will receive the following allocations in the form of Community Development Block Grant (CDBG) and HOME Investment Partnership funds. These funds have already been allocated in the City's approved 2022 HUD Action Plan.

- \$807,876 in CDBG (CFDA #14.218 – grant number B-22-MC-38-0001)
- \$520,318 in HOME (CFDA #14.239 – grant number M-22-MC-38-0220)

RECOMMENDED MOTION: Accept and receive the 2022 Community Development Block Grant and HOME Partnership allocations to the City of Fargo from the U.S. Department of Housing and Urban Development.

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development

Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Fargo	3a. Grantee's 9-digit Tax ID Number 456002069	3b. Grantee's 9-digit DUNS Number K2QJQZVH5PM6 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 200 North 3Rd Street Fargo, ND 58102-0000	4. Date use of funds may begin 05/01/2022	
	5a. Project/Grant No. 1 B-22-MC-38-0001	6a. Amount Approved \$807,876
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Noemi Ghirghi	Grantee Name (Contractual Organization) Fargo (City of Fargo, C/O City Audit)
Title CPD Director	Title Mayor
Signature X <i>Noemi Ghirghi</i>	Signature X <i>Timothy J Mahoney</i>
Date (mm/dd/yyyy) 08/22/2022	Date (mm/dd/yyyy)
Signed by: NOEMI GHIRGHI	

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 06/08/2022	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 08/22/2022	
		9c. Date of Start of Program Year 05/01/2022	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY 2022	
b. Funds now being Approved		\$807,876	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency N/A
	Title N/A
	Signature X _____

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By							

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the

review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval and HOME Investment Partnerships Agreement

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


1. Grantee Name (must match the name associated with 3b.) and Address Fargo 200 North 3rd Street Fargo, ND 58102-0000		2. Grant Number (Federal Award Identification Number (FAIN)) M22-MC380220	
		3a. Tax Identification Number 456002069	3b. Unique Entity Identifier (formerly DUNS) K2QJQZVH5PM6
		4. Appropriation Number 862/50205	5. Budget Period Start and End Date FY 2022 through FY 2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$520,318.00
a. Formula Funds		\$520,318.00	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Federal Award Date (HUD Official's Signature Date) 08 / 22 / 2022	
11. Indirect Cost Rate*		12. Period of Performance 08/22/2022 - 09/01/2030	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
—	—%		
—	—%		
—	—%		
—	—%		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments. The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. **The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.**

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Noemi Ghirghi, CPD Director	14. Signature 	15. Date 08/22/2022
16. For the Grantee (Name and Title of Authorized Official) Timothy J Mahoney, City of Fargo Mayor	17. Signature	18. Date / /

19. Check one:
 Initial Agreement Amendment #

20. Funding Information: **HOME**

Source of Funds	Appropriation Code	PAS Code	Amount
2022	86 2/5 0205	HMF (L)	\$518,246.00
2021	861/40205	HMF (J)	\$1,143.00
2020	860/30205	HMF (H)	\$ 474.00
2013	86 X 0205-13	HMC (O)	\$ 455.00

26

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: SEPTEMBER 1, 2022

SUBJECT: KRESGE FOUNDATION, GRANT ROUND 2 2018-2020- THE FARGO PROJECT

In 2018, the Planning Department received a grant renewal from the Kresge Foundation in the amount of \$250,000. This grant renewal was accepted by the City Commission that same year. The purpose of the grant renewal was basically to continue to sustain our partners for extending the work of The Fargo Project: World Garden Commons and to integrate the lessons learned into city operations. As such, artist fees, community partnerships and project managers were indicated to be funded as part of the grant award.

This grant had terms that ended in August 2020; however due to the pandemic staff secured two different extensions. We are back on track finishing with the said community activities and the arts and culture commission work, specifically working on building capacity with local artists and neighborhood demonstration projects. In summary this work aligns the City's Public Arts Master Plan, with Core Neighborhoods Plan and helps implement Go2030.

In order to complete the last work of the Kresge grant, allocations need to be provided to our partners and community members for the last stage of operations, this includes the following distributions for the purpose of Creative Placemaking program integration with Community Development activities:

Plains Art Museum: \$45,000 (*Indigenous Association Rent= \$30,000; Buzz Lab = \$15,000*)
Reach Partners for Project Management= \$50,000
Zarafa Consulting for training services with neighborhood & arts organizations= \$15,000
Madison Neighborhood work with Neighborhood Church = \$5,000
Total = \$115,000

Each of these awards will be followed up with sub recipient agreements with a distribution of funds upon invoicing. Grant dollars have already been received by the City of Fargo. The remaining step to conclude the grant is final reporting once the allocations are completed. The Planning Department in partnership with our consultant Reach Partners will follow up with a final presentation for the public and City Commission once the allocation of the funds begins. For finance department and accounting purposes, the project number for this work is PA1802.

Recommended motion:

Complete the 2018 Kresge Grant distribution of funds through demonstration arts projects and community neighborhood support.



27

August 26, 2022

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

RE: RFP22129: Authorization to award the 2022 Sidewalk Snow and Ice Removal Services for Code Enforcement RFP contract with Turf Tamers LLC and Valley Green & Associates

Commissioners:

On August 4th, 2022, a total of five (5) proposals were received for the Request for Proposals for Sidewalk Snow and Ice Removal Services, Code Enforcement (RFP22129). The contracted service will assist Public Works with snow and ice removal from Sidewalks that are out of compliance with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk". See the attached bid tabulation.

The proposals were evaluated based on Previous Work Experience (35%), Available Equipment Inventory (35%) and Price (30%). After evaluation, Public Works staff recommends selection of Turf Tamers LLC and Valley Green & Associates for contract.

RECOMMENDED MOTION:

RFP22129: I/we hereby move, based on the request for proposal (RFP22129), to award contract with Turf Tamers LLC. and Valley Green & Associates for Sidewalk Snow and Ice Removal Services for Code Enforcement under the terms and conditions outlined in RFP22129.

Respectfully submitted,

Paul Fiechtner
Services Manager
Fargo Public Works

**Bid Tabulation for Sidewalk Snow and Ice Removal Services
Code Enforcement**

City of Fargo RFP 22129

Bids Received August 4th, 2022

Equipment	Turf Tamers	JT Lawn	Valley Green	All Terrain	Funks Lawn Care
Skid Steer w/ Bucket	\$120.00	\$125.00	\$110.00	\$110.00	-
Skid Steer w/ Snow Blower	\$140.00	\$125.00	\$110.00	\$110.00	-
Toolcat w/ Bucket	\$120.00	-	\$95.00	\$110.00	\$115.00
Toolcat w/ Snow Blower	\$140.00	-	\$95.00	\$110.00	\$115.00
Walk Behind Snow Blower	\$85.00	\$95.00	\$75.00	\$110.00	\$80.00
Laborer	\$80.00	\$85.00	\$75.00	\$110.00	\$67.00
3039 Tractor w/ 52" Blower	\$100.00				
Ventrac Tractor w/ Blower	\$100.00				
Holder C70 Blower/Bucket	\$175.00				
Ice Melt per pound	\$0.40	\$0.50	\$0.65	\$1.00	\$0.90
Inspection Fee	\$40.00	\$75.00	\$95.00	\$100.00	\$25.00

**SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CODE ENFORCEMENT**

I. Agreement

This agreement is between the City of Fargo (City) and Turf Tamers LLC. (Contractor) to provide “code enforcement” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2025. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the appropriate year.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 “Failure to Remove Snow/Ice from Sidewalk”.

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee outlined in Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, contractors will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications. The contractor shall submit ice melt product specifications sheets. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

Timeframe

Contractor will be required to complete the snow and ice removal services of assigned sidewalks within 24 hours of notification from Street Department staff. During extreme conditions, the completion deadline may be extended but the contractor must start work within 24 hours of notification. In no event will the sidewalk condition exist beyond 72 hours.

Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed. Incomplete or inaccurate photographs may result in loss of payment for the service.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management 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

Contractor will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice removal services. Notification will be within 48 hours of Director of Public Works 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 Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8-29-2022

Turf Tamers LLC

By: 

Its: Mike Susler

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

BID SHEET

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 120. ⁰⁰ / ₁₀₀
Skid Steer Front Loader with Snow Blower and Operator	\$ 140 ⁰⁰ / ₁₀₀
Toolcat Utility Machine with Bucket and Operator	\$ 120 ⁰⁰ / ₁₀₀
Toolcat Utility Machine with Snow Blower and Operator	\$ 140 ⁰⁰ / ₁₀₀
Walk Behind Snow Blower and Operator	\$ 85 ⁰⁰ / ₁₀₀
Laborer	\$ 80 ⁰⁰ / ₁₀₀

Please See attached Sheet with more equipment.

Ice Removal Product Cost (price should include product and cost to apply)
(Attached Product Specification Sheet)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$,40

Sidewalk Inspection Fee (If the sidewalk is found within compliance and no work is required.)

Service	Fee per Occurrence
Inspection Fee	\$ 40. ⁰⁰ / ₁₀₀

Turf Tamers LLC.

PO Box 9435
Fargo ND 58106

Phone # 701-358-2990 turftamersfargo@gmail.com

Date	Estimate #
8/1/2022	8278

Name / Address
City Of Fargo 200 North Third Street Fargo, ND 58102

Turf Tamers LLC		P.O. No	Terms	Project
Turf Tamers LLC			Due on receipt	
Description	Qty	U/M	Rate	Total
Snow removal with skid steer with blade or snow removal bucket. Includes labor and machine.	1		120.00	120.00
Use of a Skid Steer with a hydraulic high flow snowblower. Includes labor and machine.	1	hr	140.00	140.00
Per hour use of 3039 Tractor with blower/ broom. 52" wide Includes labor and machine.	1		100.00	100.00
Holder C 70 65 HP sidewalk machine with snowblower, or blade. Includes labor and machine.	1		175.00	175.00
Snow removal with Ventrac tractor's with a broom or blower. Includes labor and machine.	1		100.00	100.00
Snow removal with walk behind blowers. Includes labor and machine.	1		85.00	85.00
Snow removal laborer.			80.00	80.00
Ice Slicer granular ice melt with pre-wet chloride. The application rate of this product is much lower than sand salt mixture, as well as the effective temperature range. Good to -20 Degrees.	1	lb	0.40	0.40
Price per pound applied via machine applicator, or walk behind spreader. Includes product, labor, and machine.				
Snow Removal inspection fee. Pricing to travel to the location and supply pictures of the site.	1		40.00	40.00
Snow removal with Tool Cat or Skid steer with large 72" two stage snow blower. Includes labor and machine.	1		140.00	140.00
			Total	

**SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CODE ENFORCEMENT**

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide “code enforcement” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2025. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the appropriate year.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 “Failure to Remove Snow/Ice from Sidewalk”.

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee outlined in Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, contractors will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications. The contractor shall submit ice melt product specifications sheets. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

Timeframe

Contractor will be required to complete the snow and ice removal services of assigned sidewalks within 24 hours of notification from Street Department staff. During extreme conditions, the completion deadline may be extended but the contractor must start work within 24 hours of notification. In no event will the sidewalk condition exist beyond 72 hours.

Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed. Incomplete or inaccurate photographs may result in loss of payment for the service.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management 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

Contractor will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice removal services. Notification will be within 48 hours of Director of Public Works 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 Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8/30/22

Valley Green & Associates

By: [Signature] - Nichol Seaberg

Its: Office Manager

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

BID SHEET

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 110
Skid Steer Front Loader with Snow Blower and Operator	\$ 110
Toolcat Utility Machine with Bucket and Operator	\$ 95
Toolcat Utility Machine with Snow Blower and Operator	\$ 95
Walk Behind Snow Blower and Operator	\$ 75
Laborer	\$ 75

Ice Removal Product Cost (price should include product and cost to apply)
(Attached Product Specification Sheet)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$ 65 ^A / lb

Sidewalk Inspection Fee (if the sidewalk is found within compliance and no work is required.)

Service	Fee per Occurrence
Inspection Fee	\$ 95

28

August 26, 2022

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

RE: RFP22139: Authorization to award contract for the 2022 Sidewalk Snow and Ice Removal Services for City Owned Properties RFP with Valley Green & Associates.

Commissioners:

On August 11th 2022, a total of two (2) proposals were received for the Request for Proposals for Sidewalk Snow and Ice Removal Services for City Owned Properties (RFP22139). The contracted service will assist Public Works with snow and ice removal from city owned sidewalks. See the attached bid tabulation.

The proposals were evaluated based on Previous Work Experience (35%), Available Equipment Inventory (35%) and Price (30%). After evaluation, Public Works staff recommends selection of Valley Green & Associates for contract.

RECOMMENDED MOTION:

RFP22139: I/we hereby move, based on the request for proposal (RFP22139), to award contract with Valley Green and Associates for Sidewalk Snow and Ice removal services on city owned properties under the terms and conditions outlined in RFP22139.

Respectfully submitted,



Paul Fiechtner
Services Manager
Fargo Public Works

Bid Tabulation for Sidewalk Snow and Ice Removal Services

City Owned Properties

City of Fargo RFP 22139

Bids Received August 11th, 2022

Proposer	Section A		Section B	
	Snow Removal	Chemical Application	Snow Removal	Chemical Application
Valley Green & Associates	\$1,791.65	\$2,083.63	\$3,682.70	\$4,095.95
JT Lawn Services	\$3,547.00	\$4,670.00	\$4,851.00	\$6,235.00

SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CITY OWNED PROPERTIES

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide “city owned properties” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2025. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 15 of the contract year.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services as set forth within this agreement. It will be up to the individual contractor’s discretion to perform the services as weather conditions permit.

Location of Sidewalks

A complete list of addresses has been provided and attached as Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk. Contractor will be responsible to remove snow from crosswalks and approaches after city plows have made snow removal passes during snow events.

Icy Conditions

Contractor shall treat icy conditions using appropriate and industry standard chemical applications as necessary. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

Timeframe

Contractor will be required to complete snow removal of assigned sidewalks as to comply with **CITY ORDINANCE 18-0301**.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management 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.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per snow event as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8/30/22

Valley Green & Associates

By: N. S. Seaberg - Nicole Seaberg
Its: Office Manager

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Exhibit A

City of Fargo Sidewalk Snow Removal - Section A

	Location	Map Page #	Snow Removal \$ Amount	Chemical Application \$ Amount
1	4477 Riverwood Drive North	1	\$7.85	\$8.90
2	4525 Riverwood Drive North	1	\$7.85	\$8.90
3	901 41st Avenue North	2	\$8.00	\$9.00
4	902 41st Avenue North	2	\$8.00	\$9.00
5	906 41st Avenue North	2	\$8.00	\$9.00
6	901 42nd Avenue North	2	\$8.00	\$9.00
7	902 42nd Avenue North	2	\$8.00	\$9.00
8	906 42nd Avenue North	2	\$8.00	\$9.00
9	40th Ave N Bridge Sidewalk and Approach	2	\$25.00	\$27.50
10	3715 10th ST N	3	\$7.85	\$8.90
11	36th Ave N and University Dr.	4	\$45.00	\$50.00
12	35th Ave NE & Elm St (Loop)	5	\$7.85	\$8.90
13	955 32nd Ave N	6	\$7.85	\$8.90
14	2921 2 St N	7	\$7.85	\$8.90
15	2922 2 St N	7	\$7.85	\$8.90
16	2925 2 St N	7	\$7.85	\$8.90
17	2926 2 St N	7	\$7.85	\$8.90
18	160 N Woodcrest Dr N	8	\$7.85	\$8.90
19	166 N Woodcrest Dr N	8	\$7.85	\$8.90
20	19th Ave N, 45th St to 41st St	9	\$175.00	\$195.00
21	45th St. Railroad Crossing	9	\$15.00	\$17.00
22	19th Ave N, I29 Overpass	10	\$100.00	\$110.00
23	101 Woodland Dr N	11	\$7.85	\$8.90
24	97 Woodland Dr N	11	\$7.85	\$8.90
25	93 Woodland Dr N	11	\$7.85	\$8.90
26	89 Woodland Dr N	11	\$7.85	\$8.90
27	85 Woodland Dr N	11	\$7.85	\$8.90
28	81 Woodland Dr N	11	\$7.85	\$8.90
29	75 Woodland Dr N	11	\$7.85	\$8.90
30	69 Woodland Dr N	11	\$7.85	\$8.90
31	63 Woodland Dr N	11	\$7.85	\$8.90
32	55 Woodland Dr N	11	\$7.85	\$8.90
33	51 Woodland Dr N	11	\$7.85	\$8.90
34	45 Woodland Dr N	11	\$7.85	\$8.90
35	41 Woodland Dr N	11	\$7.85	\$8.90
36	37 Woodland Dr N	11	\$7.85	\$8.90
37	31 Woodland Dr N	11	\$7.85	\$8.90
38	25 Woodland Dr N	11	\$7.85	\$8.90
39	19 Woodland Dr N	11	\$7.85	\$8.90
40	15 Woodland Dr N	11	\$7.85	\$8.90
41	7 Woodland Dr N	11	\$7.85	\$8.90
42	1625 Elm St	11	\$7.85	\$8.90
43	1619 Elm St	11	\$7.85	\$8.90
44	1613 Elm St	11	\$7.85	\$8.90
45	1607 Elm St	11	\$7.85	\$8.90
46	1601 Elm St	11	\$7.85	\$8.90
47	1519 Elm St	11	\$7.85	\$8.90
48	1501 Elm St	11	\$7.85	\$8.90
49	1455 Elm St	11	\$7.85	\$8.90
50	1318 Elm St	12	\$7.85	\$8.90
51	1314 Elm St	12	\$7.85	\$8.90
52	1313 Elm St	12	\$7.85	\$8.90

53	1341 Oak St	12	\$7.85	\$8.90
54	1333 Oak St	12	\$7.85	\$8.90
55	12 N Terrace	13	\$7.85	\$8.90
56	16 N Terrace	13	\$7.85	\$8.90
57	18 N Terrace	13	\$7.85	\$8.90
58	24 N Terrace	13	\$7.85	\$8.90
59	26 N Terrace	13	\$7.85	\$8.90
60	40 N Terrace	13	\$7.85	\$8.90
61	42 N Terrace	13	\$7.85	\$8.90
62	44 N Terrace	13	\$7.85	\$8.90
63	46 N Terrace	13	\$7.85	\$8.90
64	60 N Terrace	13	\$7.85	\$8.90
65	62 N Terrace	13	\$7.85	\$8.90
66	64 N Terrace	13	\$7.85	\$8.90
67	66 N Terrace	13	\$7.85	\$8.90
68	68 N Terrace	13	\$7.85	\$8.90
69	70 N Terrace	13	\$7.85	\$8.90
70	139 S Terrace	13	\$7.85	\$8.90
71	135 S Terrace	13	\$7.85	\$8.90
72	129 S Terrace	13	\$7.85	\$8.90
73	125 S Terrace	13	\$7.85	\$8.90
74	99 S Terrace	13	\$7.85	\$8.90
75	95 S Terrace	13	\$7.85	\$8.90
76	93 S Terrace	13	\$7.85	\$8.90
77	87 S Terrace	13	\$7.85	\$8.90
78	8 S Terrace	13	\$7.85	\$8.90
79	79 S Terrace	13	\$7.85	\$8.90
80	63 S Terrace	13	\$7.85	\$8.90
81	53 S Terrace	13	\$7.85	\$8.90
82	49 S Terrace	13	\$7.85	\$8.90
83	45 S Terrace	13	\$7.85	\$8.90
84	41 S Terrace	13	\$7.85	\$8.90
85	37 S Terrace	13	\$7.85	\$8.90
86	33 S Terrace	13	\$7.85	\$8.90
87	31 S Terrace	13	\$7.85	\$8.90
88	27 S Terrace	13	\$7.85	\$8.90
89	23 S Terrace	13	\$7.85	\$8.90
90	17 S Terrace	13	\$7.85	\$8.90
91	1102 7th Ave N	14	\$10.00	\$12.50
92	1112 7th Ave N	14	\$10.00	\$12.50
93	1114 7th Ave N	14	\$10.00	\$12.50
94	1116 7th Ave N	14	\$10.00	\$12.50
95	15th St N & Dakota Drive	15	\$20.00	\$25.00
96	14th St N & 7th Ave	16	\$30.00	\$39.50
97	1600 7th Ave N (Northside of drainage ditch)	16	\$15.00	\$17.75
98	1603 3rd Ave N	17	\$15.00	\$17.75
99	34th St N & 7th Ave	18	\$15.00	\$17.75
100	2101,2015 6th Ave S	19	\$15.00	\$17.75
101	319-321 18th St S	19	\$15.00	\$17.75
102	9th Ave S & 21st St	20	\$15.00	\$17.75
103	1512 48th St S	21	\$32.00	\$40.00
104	1568 48th St S	21	\$32.00	\$40.00
105	1703 49 St S	22	\$15.00	\$17.75
106	1705 52 St S	22	\$15.00	\$17.75
107	1837 35th ST S	23	\$17.50	\$21.13
108	17th Ave S & 32nd ST	24	\$100.00	\$120.00

109	University Drive 14th Ave to 15 1/2 Ave S	25	\$65.00	\$79.90
110	1114 4 St S	26	\$7.85	\$8.90
111	1118 4 St S	26	\$7.85	\$8.90
112	1124 4 St S	26	\$7.85	\$8.90
113	1128 4 St S	26	\$7.85	\$8.90
114	1204 4 St S	26	\$7.85	\$8.90
115	1308 S. River Rd	27	\$7.85	\$8.90
116	1330 S. River Rd	27	\$7.85	\$8.90
117	1334 S. River Rd	27	\$7.85	\$8.90
118	1342 S. River Rd	27	\$7.85	\$8.90
119	1348 S. River Rd	27	\$7.85	\$8.90
120	1408 S. River Rd	27	\$7.85	\$8.90
121	1414 S. River Rd	27	\$7.85	\$8.90
122	1422 S. River Rd	27	\$7.85	\$8.90
123	1430 S. River Rd	27	\$7.85	\$8.90
124	1436 S. River Rd	27	\$7.85	\$8.90
125	1442 S. River Rd	27	\$7.85	\$8.90
126	1450 S. River Rd	27	\$7.85	\$8.90
127	1454 S. River Rd	27	\$7.85	\$8.90
128	2959 32nd St S	28	\$7.85	\$8.90
129	2922 33rd St S	28	\$7.85	\$8.90
130	2925 Parkview Dr S	28	\$10.00	\$12.50
131	2631 Parkview Dr S	28	\$10.00	\$12.50
132	2696 Wheatland Dr S	28	\$10.00	\$12.50
133	28th Ave & Parkview Ln	28	\$20.00	\$25.00
134	26th Ave S & 33rd St S	28	\$30.00	\$39.00
135	4120 30th Ave S	29	\$35.00	\$45.00
136	2948 41st St S.	29	\$35.00	\$45.00
Section A Totals			\$1,791.65	\$2,083.63

City of Fargo Sidewalk Snow Removal - Section B

	Location	Map Page #	Snow Removal \$ Amount	Chemical Application \$ Amount
1	2610 Kirsten Lane S.	30	\$100.00	\$105.00
2	32nd Ave S, 22nd St S to 18th St S (north side)	31	\$100.00	\$105.00
3	University Dr S, 32nd Ave to 34th Ave (west median)	32	\$100.00	\$105.00
4	801 Harwood Dr S	33	\$7.85	\$8.90
5	701 Harwood Dr S	33	\$7.85	\$8.90
6	619 Harwood Dr S	33	\$7.85	\$8.90
7	601 Harwood Dr S	33	\$7.85	\$8.90
8	517 Harwood Dr S	33	\$7.85	\$8.90
9	509 Harwood Dr S	33	\$7.85	\$8.90
10	502 Harwood Dr S	33	\$7.85	\$8.90
11	501 Harwood Dr S	33	\$7.85	\$8.90
12	437 Harwood Dr S	33	\$7.85	\$8.90
13	520 Hackberry Dr S	33	\$7.85	\$8.90
14	610 Hackberry Dr S	33	\$7.85	\$8.90
15	618 Hackberry Dr S	33	\$7.85	\$8.90
16	626 Hackberry Dr S	33	\$7.85	\$8.90
17	702 Hackberry Dr S	33	\$7.85	\$8.90
18	714 Hackberry Dr S	33	\$7.85	\$8.90
19	720 Hackberry Dr S	33	\$7.85	\$8.90
20	802 Hackberry Dr S	33	\$7.85	\$8.90
21	3680 River Drive S	34	\$7.85	\$8.90
22	3702 River Drive S	34	\$7.85	\$8.90
23	3714 River Drive S	34	\$7.85	\$8.90
24	3720 River Drive S	34	\$7.85	\$8.90
25	3726 River Drive S	34	\$7.85	\$8.90
26	3732 River Drive S	34	\$7.85	\$8.90
27	3738 River Drive S	34	\$7.85	\$8.90
28	3802 River Drive S	34	\$7.85	\$8.90
29	3808 River Drive S	34	\$7.85	\$8.90
30	3820 River Drive S	34	\$7.85	\$8.90
31	3830 River Drive S	34	\$7.85	\$8.90
32	3832 River Drive S	34	\$7.85	\$8.90
33	3838 River Drive S	34	\$7.85	\$8.90
34	3902 River Drive S	34	\$7.85	\$8.90
35	3914 River Drive S	34	\$7.85	\$8.90
36	3920 River Drive S	34	\$7.85	\$8.90
37	3926 River Drive S	34	\$7.85	\$8.90
38	University Dr S, 37th Ave to 40th Ave (west side)	34	\$100.00	\$118.90
39	University Dr S, 40th Ave to 43rd Ave (west side)	35	\$160.00	\$190.00
40	1508 41st Ave S	35	\$15.00	\$20.00
41	32nd St S and 37th Ave S	36	\$35.00	\$41.25
42	40th Ave S, 18th St to 22nd St (north side)	37	\$100.00	\$110.00
43	40th Ave S, Both sides (36th St to 33rd St) and north side (36th St to 25th St)	37	\$300.00	\$350.00
44	2130 Sterling Rose Ln S	37	\$7.85	\$8.90
45	3227 39 Ave S	37	\$7.85	\$8.90
46	3233 39 Ave S	37	\$7.85	\$8.90
47	3301 39 Ave S	37	\$7.85	\$8.90
48	3305 39 Ave S	37	\$7.85	\$8.90
49	3309 39 Ave S	37	\$7.85	\$8.90
50	3311 39 Ave S	37	\$7.85	\$8.90
51	3315 39 Ave S	37	\$7.85	\$8.90
52	3321 39 Ave S	37	\$7.85	\$8.90
53	3333 39 Ave S	37	\$7.85	\$8.90
54	3339 39 Ave S	37	\$7.85	\$8.90
55	3347 39 Ave S	37	\$7.85	\$8.90
56	3355 39 Ave S	37	\$7.85	\$8.90

57	3361 39 Ave S	37	\$7.85	\$8.90
58	3365 39 Ave S	37	\$7.85	\$8.90
59	3369 39 Ave S	37	\$7.85	\$8.90
60	3373 39 Ave S	37	\$7.85	\$8.90
61	3401 39 Ave S	37	\$7.85	\$8.90
62	3405 39 Ave S	37	\$7.85	\$8.90
63	3409 39 Ave S	37	\$7.85	\$8.90
64	3415 39 Ave S	37	\$7.85	\$8.90
65	3419 39 Ave S	37	\$7.85	\$8.90
66	3423 39 Ave S	37	\$7.85	\$8.90
67	3427 39 Ave S	37	\$7.85	\$8.90
68	4003 Copperfield Ct S	37	\$7.85	\$8.90
69	4009 Copperfield Ct S	37	\$7.85	\$8.90
70	4015 Copperfield Ct S	37	\$7.85	\$8.90
71	4021 Copperfield Ct S	37	\$7.85	\$8.90
72	4027 Copperfield Ct S	37	\$7.85	\$8.90
73	4033 Copperfield Ct S	37	\$7.85	\$8.90
74	4497 Oakcreek Dr S	38	\$7.85	\$8.90
75	4493 Oakcreek Dr S	38	\$7.85	\$8.90
76	4489 Oakcreek Dr S	38	\$7.85	\$8.90
77	4485 Oakcreek Dr S	38	\$7.85	\$8.90
78	4481 Oakcreek Dr S	38	\$7.85	\$8.90
79	4477 Oakcreek Dr S	38	\$7.85	\$8.90
80	4473 Oakcreek Dr S	38	\$7.85	\$8.90
81	4469 Oakcreek Dr S	38	\$7.85	\$8.90
82	4465 Oakcreek Dr S	38	\$7.85	\$8.90
83	4461 Oakcreek Dr S	38	\$7.85	\$8.90
84	4457 Oakcreek Dr S	38	\$7.85	\$8.90
85	4453 Oakcreek Dr S	38	\$7.85	\$8.90
86	4449 Oakcreek Dr S	38	\$7.85	\$8.90
87	25th St S, Rose Creek Pkwy S to Carrie Rose Ln (do both sides on bridge)	38	\$95.00	\$105.00
88	4733 Douglas Dr S	38	\$7.85	\$8.90
89	4741 Douglas Dr S	38	\$7.85	\$8.90
90	4749 Douglas Dr S	38	\$7.85	\$8.90
91	36th St S, 38th Ave to 39th Ave (east side)	39	\$50.00	\$60.00
92	40th Ave S, 36th St to 40th St	39	\$300.00	\$330.00
93	3949 40th Ave S	39	\$25.00	\$27.00
94	37th Ave S at Dorothea Ct	40	\$31.00	\$37.00
95	44th Ave S, 45th St to 53rd Ave	41	\$145.00	\$160.00
96	4497 53rd St S	42	\$23.00	\$28.00
97	4500 53rd St S	42	\$23.00	\$28.00
98	4610 53rd St S	42	\$23.00	\$28.00
99	4551 47th St S	43	\$23.00	\$27.50
100	4570 47th St S	43	\$23.00	\$27.50
101	4688 47th St S	43	\$23.00	\$27.50
102	4691 47th St S	43	\$23.00	\$27.50
103	42nd St S, 47th to 49th Ave S	44	\$35.00	\$37.00
104	4871 41st St S	44	\$37.00	\$39.00
105	4992 41st St S	44	\$30.00	\$32.00
106	3590 47 Ave S	45	\$15.00	\$17.00
107	3591 47 Ave S	45	\$15.00	\$17.00
108	52nd Ave S, both sides (20th St S to University Dr) north side (25th St S to 20th St S)	46	\$290.00	\$300.00
109	5209 20th St S	46	\$12.50	\$15.00
110	1702 52nd Ave S	46	\$7.85	\$8.90
111	58th Ave S at University Dr	47	\$37.50	\$41.00
112	7005 University Dr S	48	\$7.85	\$8.90

113	64th Ave S, 21st St S to University Dr S	49	\$165.00	\$175.00
114	25th St S, 58th Ave S to 64th Ave S	50	\$200.00	\$220.00
115	64th Ave S, 28th St to 33rd St	51	\$200.00	\$220.00
116	25th St S, 67th Ave S to 70th Ave S	52	\$185.00	\$195.00
Section B Totals			\$3,682.70	\$4,095.95



29

August 29, 2022

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

RE: RFP22137, Award Contracts for Snow Hauling Trucking Services RFP with Master Construction, Lenzmeier Trucking Inc., J D Kraemer Enterprises LLC., and Diesel Dogs Trucking Inc.

Commissioners:

On August 11, 2022, a total of eight (8) proposals were received for the Request for Proposals for Snow Hauling Trucking Services (RFP22137). The contracted service will provide trucking services to assist Public Works operations with snow and material hauling. See attached bid tabulation.

The proposals were evaluated and Public Works staff recommends selection of four (4) contractors; Master Construction (four trucks), Lenzmeier Trucking Inc. (four trucks), J D Kraemer Enterprises LLC (four trucks), and Diesel Dogs Truck Inc (eight trucks).

RECOMMENDED MOTION:

RFP22137: I/we suggest motion to award contracts for Snow Hauling Trucking Services with Master Construction, Lenzmeier Trucking Inc., J D Kraemer Enterprises LLC, and Diesel Dogs Trucking Inc. for the 2022/2023 season under the terms and conditions of RFP22137.

Respectfully submitted,

Paul Fiechtner
Services Manager
Fargo Public Works

Bid Tabulation for Snow Hauling Trucking Services

City of Fargo RFP 22137

Bids Received August 11th, 2022

Proposer	Quantity	11-15 CY Truck Unit Price	Quantity	15-20 CY Truck Unit Price	Quantity	>20 CY Truck Unit Price	Quantity	Side Dump Unit Price
Hubert Oye and Sons	1	\$175.00	3	\$220.00	-	-	1	\$250.00
Master Construction	6	\$110.00	2	\$110.00	-	-	1	\$145.00
Precision Inc.	6	\$110.00	-	-	-	-	-	-
Lenzmeier Trucking Inc.	-	-	4	\$110.00	-	-	-	-
JD Kraemer Enterprises	7	\$105.00	2	\$110.00	-	-	-	-
JT Lawn Services	-	-	2	\$140.00	-	-	1	\$140.00
Diesel Dogs Trucking Inc.	-	-	8	\$110.00	-	-	-	-
Industrial Builders Inc.	-	-	4	\$135.00	-	-	-	-

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2023. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide four (4) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$110.00 11 to 15 cubic yard truck (2),
- \$110.00 15 to 20 cubic yard truck (2)

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: Aug 25, 2022

CONTRACTOR

MASTER CONSTRUCTION CO

By: Fred Schwabser 

Its: PRES

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

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This agreement is between the City of Fargo (City) and Lenzmeier Trucking Inc. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2023. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

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City will reimburse Contractor at a rate of;

- \$110.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

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Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8-30-2022

CONTRACTOR

Lenzmeier Trucking Inc.

By: Dave [Signature] / Dave Lenzmeier

Its: President

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and J D Kraemer Enterprises, LLC. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2023. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide four (4) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

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City will reimburse Contractor at a rate of;

- \$105.00 11 to 15 cubic yard truck (2),
- \$110.00 15 to 20 cubic yard truck (2),

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

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XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8-22-2022

CONTRACTOR

J.D. Kraemer Enterprises, LLC

By: Jeffrey D Kraemer

Its: president

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Diesel Dogs Trucking, LLC. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2023. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide eight (8) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$110.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

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XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8-25-22

CONTRACTOR

A. Kraemer

By: *Dan Kraemer*

Its: *President*

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor



**PUBLIC
WORKS**

30

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**

402 23rd Street North

Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100

FargoND.gov

August 31, 2022

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Amendment 1 to KLJ Task Order No.5 for Public Works/Solid Waste Administration
Facility Construction Administration

Commissioners:

In March of this year, Public Works began working on the final phase of the fit-up for the Public Works/Solid Waste Administrative Operations Facility, previously known as the Border States Electric IT Building. In order to plan, design and bid the work, KLJ was asked to provide a task order through the Public Works Master Service Agreement (MSA) (RFP19127). As part of the initial task order KLJ was asked only to provide a cost for the design bid of HVAC upgrades and a small amount of remodeling to be performed (Task Order No. 5, total cost \$49,845.00). At that time, it was initially thought the construction administration could be handled by city staff. As part of the design it was discovered that the HVAC system was obsolete and at end of life so the decision was made to replace the entire system rather than just certain components.

Based on the complexity of the HVAC install we now feel that city staff will not be able to complete the construction administration. We have asked KLJ to provide an amendment to the original task order for Construction Administration. Enclosed is Amendment 1 to Task Order No.5 totaling \$25,780.00 for Construction Administration.

On August 29, the Finance Committee reviewed and approved the enclosed Amendment 1 to Task Order No.5 with KLJ for construction administration of the Public Works/Solid Waste Administration Facility.

Recommended Motion: I/we hereby authorize the attached Amendment 1 to Task Order No.5 for Construction Administration provided under the Public Works Master Services Agreement (RFP19127) with KLJ.

Respectfully submitted,

Ben Dow
Public Works Ops Director

EXHIBIT A-5.1
Amendment No. 1

Architectural/Engineering Services
Task Order No. 5: BSE IT HVAC Upgrades Construction Administration
Fargo, ND

Architectural and Engineering Services

Architectural, electrical, and mechanical construction administration services shall be provided for a 18,500-square foot heating, ventilation and air conditioning (HVAC) upgrade at the former BSE IT building located at 2401 3rd Avenue North in Fargo, ND. Design was completed by KLJ and our consultants in May 2022.

KLJ and our subconsultants will provide services construction administration as described below. Foss Architecture + Interiors will be responsible for oversight of the construction administration. MBN Engineering will be responsible for the electrical and mechanical services associated with construction. KLJ will provide project management and contract administration with the selected contractor.

- I. Construction Administration
 - A. Issue Notice of Award.
 - B. Assist the owner with setting up contract documents as required for each prime contract.
 - C. Issue Notice to Proceed with construction to the prime bidders awarded contracts.
 - D. Administer preconstruction meeting with contractor, city and design team.
 - E. Answer questions and issue RFI's as necessary to clarify drawings or specifications.
 - F. Shop drawing review.
 - G. Review of pay requests, preparation of change orders, and response to RFI's.
 - H. Attendance & administration of (6) construction meetings and site visits.
 - I. Preparation of a punch list prior to substantial completion.
 - J. Final walkthrough.
 - K. Project Closeout.
 - L. City plan review fees.
 - M. Fargo Forum Advertisement fees.

- II. Services Not Included
 - A. Construction services in addition to those included in herein.
 - B. Exterior site design.
 - C. Permitting other than building plan review coordination with City of Fargo.
 - D. Environmental or cultural studies.
 - E. Preparation of as-built drawings.

- III. Proposed Schedule (Tentative Dates)
 - Construction – Shop Drawings July – August 2022
 - Construction – Milestone #1 August – October 2022
 - Construction – Final Completion February – April 2023

Amendment 1 To Task Order No.5

1. Background Data:

- a. Effective Date of Task Order: July 1, 2022
- b. Owner: City of Fargo
- c. Engineer: KLJ Engineering LLC
- d. Specific Project: BSE IT HVAC Upgrades

2. Description of Modifications

- a. Engineer shall perform the following Additional Services: Refer to Exhibit A-5.1.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: None.
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: None.
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$25,780 additional compensation (hourly not to exceed).
- e. The schedule for rendering services under this Task Order is modified as follows: Refer to Exhibit A-5.1.
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: None.

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$49,845
- b. Net change for prior amendments: \$0
- c. This amendment amount: \$25,780
- d. Adjusted Task Order amount: \$75,625

Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
 Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 1, 2022.

OWNER: City of Fargo

ENGINEER: KLJ Engineering LLC

By: _____

By:  _____

Title: Mayor

Title: Vice President, CS

Date

Date

Signed: _____

Signed: 8/1/2022



31

August 31, 2022

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: South Side Fueling Station Engineering Task Order No.7 with KLJ

Commissioners:

Within the 2022 budget, funding was included for the construction of a city-owned south side fueling station at the intersection of 64th Avenue S. and 33rd Street S. At the beginning of the project, we discovered the current zoning would not allow a fuel station to be constructed. In working with the Planning Department to resolve this issue, it was also identified that the developer owning the surrounding land was not in favor of the fuel station installation or the rezoning. The third nail in the coffin came into play when the Fire Department inquired about placing the new fire station at this location. With the cards stacked against this site, staff agreed to select an alternative location.

We believe the city-owned lot located within the 3900blk of 40th Avenue S. would make a good fit as an alternative site for the fueling station. Currently, the site is used for snow storage in the winter months and sits idle the remainder of the year.

Now that we have moved away from the use of the 64th Avenue lot, we will need to start from scratch. As part of the next step in the process, we would like to have KLJ, through the Public Works Master Services Agreement (RFP19127), prepare and perform all tasks stated below for the engineering work needed to complete the project.

Engineering Task Order:

KLJ has assembled the attached Task Order that will provide the following:

- Survey
- Site Design
- Bidding
- Construction Administration
- LOMR-F

On August 29, the Finance Committee reviewed and approved the enclosed Task Order No.7 with KLJ for the previously stated South Side Fueling Station Engineering.

Recommended Motion: I/we hereby authorize the attached scope and fee proposal for the Southside Fueling station engineering with KLJ under the Public Works Master Services Agreement (RFP19127).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ben Dow", with a stylized flourish at the end.

Ben Dow
Public Works Ops Director

This is Task Order
No. 7, consisting of 9
pages.

Public Works Consulting Services Task Order No. 7

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services, dated August 26, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- I. Title: South Side Fueling Station Survey, Design, Bidding, Construction Administration and LOMR Application
- II. Description: Design, bidding and construction services be provided for a new fueling station, water filling station, and a future maintenance facility building to be located at 3948 40th Avenue S.

2. Services of Engineer

KLJ will perform and provide the following:

I. Design

A. Survey

- i. Control Survey - establish control points and two benchmarks around project with GPS.
 1. Horizontal Datum – City of Fargo Ground Control (2021 adjustment)
 2. Vertical Datum – NAVD88 (Geoid12A)
 3. Units – US Survey Feet
- ii. Boundary and Topographic Survey - curb & gutter, asphalt elevations, manholes with inverts, overhead power lines, other significant structures on the site. North Dakota One-Call locate to be called for utilities to mark underground facilities. Our survey crew will collect marks located in the field.
- iii. Base map Drawing (CAD Topographical Data Processing) - Provide in AutoCAD 2022 (default). Existing Conditions Review

B. Civil Engineering

- i. Prepare two (2) conceptual drawing(s) of the proposed site plan depicting locations of the proposed improvements.
 1. Conceptual building footprint to be provided by the Owner.
- ii. Analyze truck-turning movements to validate site access geometrics.
- iii. Furnish to the Owner two (2) conceptual site plan(s) for review. Owner to select one (1) layout to move forward.
- iv. Attend/host one (1) one-hour meeting with the Owner to discuss concept plans.
- v. Revise the conceptual site plan once per comments from Owner

- vi. Prepare site layout, grading, water, sanitary sewer, stormwater management, and plant unit and seeding plans for the installation of the fueling station, water filling station, future maintenance facility building, and site utilities.
 - vii. Prepare erosion control plan for the site per applicable governing (City) requirements.
 - viii. Attend/host two (2) one-hour meetings with the Owner or other external parties during design.
 - ix. Prepare two (2) construction estimates. One after the site concept is approved and one at the completion of final design.
 - x. Technical Specifications will follow City of Fargo standard construction specs.
 - xi. Provide front-end specifications to be used for bidding purposes, including construction contracts and supplemental conditions. It is assumed the project will be bid with prime contracts for general construction and electrical construction.
- C. Electrical Engineering
- i. Design of the electrical power distribution system to power fuel station and water filling station.
 - ii. Design of site lighting and security camera system.
 - iii. Prepare design drawings and technical specifications for the bidding and construction of the new stations and site lighting.
- D. Project Management and Coordination
- i. Prepare and administer sub consultant agreements.
 - ii. Provide front-end specifications to be used for bidding and construction.
 - iii. City plan review fees
 - iv. Fargo Forum Advertisement fees

II. Bidding Assistance

- A. Prepare advertisement for bids to be coordinated with the Owner.
- B. Assemble bid documents and upload them to the appropriate plan rooms and builder's exchanges.
- C. Issue addendums and field questions regarding changes or additional information to supplement project drawings and specifications.
- D. Attend the bid opening.
- E. Compile a list of all bidders according to prime contracts for the owner and recommend those to be awarded contracts.

III. Construction Administration

- A. The following services will be provided during construction:
 - i. Issue Notice of Award.
 - ii. Assist the owner with setting up contract documents as required for each prime contract.
 - iii. Issue Notice to Proceed with construction to the prime bidders awarded contracts.
 - iv. Administer preconstruction meeting with contractor, city and design team.
 - v. Answer questions and issue RFI's as necessary to clarify drawings or specifications.
 - vi. Shop drawing review.

- vii. Up to ten (10) site visits during construction to monitor progress.
 - 1. Site visits will generally occur monthly with some additional visits during key construction activities.
- viii. Site visit to prepare substantial completion punch list.
- ix. Site visit to review construction prior to final completion.
- x. Review of monthly pay applications.
- xi. Preparation of change orders and review of proposal requests.

IV. Post Construction Services

A. LOMR Application

- i. Topographic Survey after footings and foundations are constructed in order to verify the building pad and fuel islands are at or above the minimum base flood elevation.
- ii. Prepare an exhibit showing the boundary and elevation of the building and fueling station that is to be removed out of the flood plain.
- iii. Owner shall be responsible for:
 - 1. Submission of LOMR to FEMA
 - 2. Application fees as required by City and FEMA
- iv. Services not included but available by amendment
 - 1. Floodplain hydraulic modeling
 - 2. Meetings with FEMA or other Agencies
 - 3. Application fees.

V. Services Not Included

- A. Preparation of as-built drawings.
- B. Bidding services in addition to those included in Section II herein
- C. Construction services in addition to those included in Section III herein.
- D. Geotechnical, mechanical, and structural engineering services.
- E. Architectural and landscape architectural services.
- F. Permitting other than building plan review submittal and coordination with City of Fargo
- G. Environmental or cultural studies
- H. Preparation of multiple bid packages or re-bidding a bid package.
- I. Extended construction administration for construction duration in excess of the timelines included in the tasks outlined above.
- J. Inclusion of federal clauses in front-end specifications.

3. Times for Rendering Services

The tentative schedule for this project is listed below:

- A. Notice to Proceed Week of August 22, 2022
- B. Topographic and Boundary Survey Week of September 12, 2022
- C. Plans and Specifications Week of October 31, 2022
- D. Open Bids Week of November 22, 2022
- E. Start of Construction Week of May 1, 2023
- F. Substantial Completion Week of October 20, 2023
- G. Final Completion Week of November 17, 2023

4. Payments to Engineer

Owner shall pay Engineer for services rendered as follow:

The total compensation for completion of South Side Fueling Station Survey, Design, Bidding, Construction Administration and LOMR Application ___ \$61,450.00

5. Consultants:

None at the time.

6. Other Modifications to Agreement:

None at the time.

7. Attachments:

Exhibit A-7: Scope of Service

8. Documents Incorporated By Reference:

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is August 26, 2022.

OWNER:

ENGINEER:

By: _____

By:  _____

Name: Dr. Tim Mahoney

Name: Luke LaLiberty

Title: Mayor

Title: Associate Vice President

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Ben Dow

Title: Director

Address: 402 23rd Street N.
Fargo, ND 58102

Email: Bdow@FargoND.gov

Phone
Number: 701-241-1463

Fax: 701-241-8100

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Cassie McNames

Title: Senior Project Manager

Address: 300 23rd Ave. E, Suite 100
West Fargo, ND 58078

Email: Cassie.McNames@KLJeng.com

Phone
Number: 701-241-2317

Fax: _____

EXHIBIT A-7

Engineering Services

Task Order No. 7: South Side Fueling Station

Fargo, ND

Engineering Services

I. Background

The Public Works department has requested design, bidding and construction services be provided for a new fueling station, water filling station, and a future maintenance facility building to be located at 3949 40th Avenue S. KLJ will provide project management, bidding assistance, and oversee the construction administration.

II. Design

A. Survey

- i. Control Survey - establish control points and two benchmarks around project with GPS.
 1. Horizontal Datum – City of Fargo Ground Control (2021 adjustment)
 2. Vertical Datum – NAVD88 (Geoid12A)
 3. Units – US Survey Feet
- ii. Boundary and Topographic Survey - curb & gutter, asphalt elevations, manholes with inverts, overhead powerlines, other significant structures on the site. North Dakota One-Call locate to be called for utilities to mark underground facilities. Our survey crew will collect marks located in the field.
- iii. Basemap Drawing (CAD Topographical Data Processing) - Provide in AutoCAD 2022 (default).

B. Civil Engineering

- i. Prepare two (2) conceptual drawing(s) of the proposed site plan depicting locations of the proposed improvements.
 1. Conceptual building footprint to be provided by the Owner.
- ii. Analyze truck turning movements to validate site access geometrics.
- iii. Furnish to the Owner two (2) conceptual site plan(s) for review. Owner to select one (1) layout to move forward.
- iv. Attend/host one (1) one-hour meeting with the Owner to discuss concept plans.
- v. Revise the conceptual site plan once per comments from Owner
- vi. Prepare site layout, grading, water, sanitary sewer, stormwater management, and plant unit and seeding plans for the installation of the fueling station, water filling station, future maintenance facility building, and site utilities.
- vii. Prepare erosion control plan for the site per applicable governing (City) requirements.
- viii. Attend/host two (2) one-hour meetings with the Owner or other external parties during design.
- ix. Prepare two (2) construction estimates. One after the site concept is approved and one at the completion of final design.
- x. Technical Specifications will follow City of Fargo standard construction specs.

- xi. Provide front end specifications to be used for bidding purposes, including construction contracts and supplemental conditions. It is assumed the project will be bid with prime contracts for general construction and electrical construction.
- C. Electrical Engineering
 - i. Design of the electrical power distribution system to power fuel station and water filling station.
 - ii. Design of site lighting and security camera system.
 - iii. Prepare design drawings and technical specifications for the bidding and construction of the new stations and site lighting.
- D. Project Management and Coordination
 - i. Prepare and administer subconsultant agreements.
 - ii. Provide front end specifications to be used for bidding and construction.
 - iii. City plan review fees
 - iv. Fargo Forum Advertisement fees

III. Bidding Assistance

- A. Prepare advertisement for bids to be coordinated with the Owner.
- B. Assemble bid documents and upload them to the appropriate plan rooms and builder's exchanges.
- C. Issue addendums and field questions regarding changes or additional information to supplement project drawings and specifications.
- D. Attend the bid opening.
- E. Compile a list of all bidders according to prime contracts for the owner and recommend those to be awarded contracts.

IV. Construction Administration

- A. The following services will be provided during construction:
 - i. Issue Notice of Award.
 - ii. Assist the owner with setting up contract documents as required for each prime contract.
 - iii. Issue Notice to Proceed with construction to the prime bidders awarded contracts.
 - iv. Administer preconstruction meeting with contractor, city and design team.
 - v. Answer questions and issue RFI's as necessary to clarify drawings or specifications.
 - vi. Shop drawing review.
 - vii. Up to ten (10) site visits during construction to monitor progress.
 - 1. Site visits will generally occur monthly with some additional visits during key construction activities.
 - viii. Site visit to prepare substantial completion punch list.
 - ix. Site visit to review construction prior to final completion.
 - x. Review of monthly pay applications.
 - xi. Preparation of change orders and review of proposal requests.

V. Post Construction Services

A. LOMR Application

- i. Topographic Survey after footings and foundations are constructed in order to verify the building pad and fuel islands are at or above the minimum base flood elevation.
- ii. Prepare an exhibit showing the boundary and elevation of the building and fueling station that is to be removed out of the flood plain.
- iii. Owner shall be responsible for:
 - 1. Submission of LOMR to FEMA
 - 2. Application fees as required by City and FEMA
- iv. Services not included but available by amendment
 - 1. Floodplain hydraulic modeling
 - 2. Meetings with FEMA or other Agencies
 - 3. Application fees.

VI. Services Not Included

- A. Preparation of as-built drawings.
- B. Bidding services in addition to those included in Section III herein.
- C. Construction services in addition to those included in Section IV herein.
- D. Geotechnical, mechanical, and structural engineering services.
- E. Architectural and landscape architectural services.
- F. Permitting other than building plan review submittal and coordination with City of Fargo
- G. Environmental or cultural studies
- H. Preparation of multiple bid packages or re-bidding a bid package.
- I. Extended construction administration for construction duration in excess of the timelines included in the tasks outlined above.
- J. Inclusion of federal clauses in front end specifications.

VII. Proposed Schedule (Tentative Dates)

- A. Notice to Proceed Week of August 22, 2022
- B. Topographic and Boundary Survey Week of September 12, 2022
- C. Plans and Specifications Week of October 31, 2022
- D. Open Bids Week of November 22, 2022
- E. Start of Construction Week of May 1, 2023
- F. Substantial Completion Week of October 20, 2023
- G. Final Completion Week of November 17, 2023

EXHIBIT B-7

**Engineering Services
Task Order No. 7: South Side Fueling Station
3949 40th Avenue S
Fargo, ND**

Payment for Services

I. Compensation – Standard Hourly Rates Method of Payment

1. The total compensation for services is estimated to be \$61,450 based on the following estimated distribution of compensation:

a. Survey	\$6,500
b. Site Design	\$31,900
c. Bidding	\$7,150
d. Construction Administration	\$ 12,800
e. LOMR-F	\$3,100

The amounts above include compensation for engineer's services. Appropriate amounts have been incorporated to account for labor, overhead, profit, and reimbursable expenses. Engineer's Standard Hourly Rates are as agreed upon in Agreement between KLJ Engineering, LLC and the City of Fargo dated August 26, 2019.



Division of Solid Waste

2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

32

September 1, 2022

Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota 58102

RE: Project SW 22-05

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, August 31, 2022, for Project SW 22-05, East Landfill Improvements – Perimeter Fence Installation. Two bidders submitted bids for the project, Dakota Fence Company and American Fence Company. American Fence Company's bid was not read as the Contractor did not provide the North Dakota Contractor license required with the bid.

Bid totals are as follow and a detailed bid tabulation sheet has been attached for your review:

COMPANY	BASE BID AMOUNT
Dakota Fence Company	\$229,673.00
American Fence Company	\$-

This office recommends award of the contract to Dakota Fence Company in the amount of \$229,673.00. This project has been included within the Solid Waste Division Capital Improvement annual budget. Please note that the *Engineer's Estimate* for the project was \$339,400.00

SUGGESTED MOTION:

Accept the bid from Dakota Fence Company in the total bid amount of \$229,673.00 for project SW 22-05.

Respectfully Submitted,

Terry Ludlum
Solid Waste Utility Director

Scott Olson, PE
Solid Waste Utility Engineer

Attachment

cc: Bruce Grubb, City Administrator
Jill Pagel, Auditors Office
Scott Anderson, Landfill Supervisor
Randy Hanson, Stantec

Commercial/Residential Service
701-241-1449

Household Hazardous Waste
701-281-8915

Landfill
701-282-2489

Recycling
701-298-6944

Roll-off Service
701-241-1449

Web Site: www.cityoffargo.com/solidwaste

CITY OF FARGO
DIVISION OF SOLID WASTE

East Landfill Improvements - Perimeter Fence Installation
PROJECT SW 22-05

Bids Opened: 11:45 AM
Date: 8/31/22

Engineers Estimate: \$339,417

Bid Item	Quantity	Contractor		Contractor	
		Unit Price	Extended Price	Unit Price	Extended Price
1 Mobilization and Demobilization	1	\$ 6,868.00	\$ 6,868.00		
2 8-Foot High Chainlink Fence	6,610	\$ 31.60	\$ 208,876.00		
3 40-Foot Cantilever Gate (West End)	1	\$ 5,742.00	\$ 5,742.00		
4 30-Foot Double Swing Gate (South End)	1	\$ 3,252.00	\$ 3,252.00		
5 Adding Barbed Wire to Existing Fenceline	705	\$ 7.00	\$ 4,935.00		
	BID TOTAL		\$ 229,673.00		
				Unit Price	Extended Price
				American Fence Company	
				No Bid - Contractor did not provide ND State Contractor License	
					\$ -



Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

33

September 6, 2022

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

Re: RFP 20103

Dear Commissioners:

The renovation project at the Ground Transportation Center (GTC) required modifications to repair a broken sewer line discovered below the Assistant Transit Director's office. The change is a result of unforeseen conditions.

Amendment No. 3 is for repairs as it relates to the broken sewer line. The total change is for an increase of \$26,190.00.

The available funding within the grants for the project will cover the proposed change amount.

The requested motion is to approve Amendment No. 3 to the contract between the City of Fargo and KLU, Inc. for the amount of \$26,190.00.

Thank you.

Sincerely,

Julie Bommelman
Transit Director
City of Fargo

\Attachment

For Schedule Information: 701-232-7500

CHANGE ORDER NO. X3

Date of Issuance: 8/19/2022
Effective Date: 7/28/2022

PROJECT TITLE <i>GTC Exterior Renovations (F21001)</i>
OWNER <i>City of Fargo</i>
CONTRACTOR <i>Gast Construction Company, Inc.</i>
ORIGINAL CONTRACT DATE <i>6/14/2021</i>

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER

1. ADDITIONS OR DELETIONS TO THE CONTRACT AND ASSOCIATED COSTS						
Spec. No.	Item	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
	1	Sewer Repairs	LS	1	\$26,190.00	\$26,190.00
	2					\$0.00
	3					\$0.00
	4					\$0.00
TOTAL COST FOR THESE CONTRACT ADDITIONS OR DELETIONS						\$26,190.00

2. JUSTIFICATION FOR ADDITIONS OR DELETIONS TO CONTRACT <i>A broken sewer line was discovered below the assistant transit director office and had to be repaired. Detailed costs are provided in the proposal attached.</i>

3. CHANGE TO CONTRACT AMOUNT	
ORIGINAL CONTRACT AMOUNT:	\$1,747,500.00
NET INCREASE/DECREASE FROM PREVIOUS CHANGE ORDER(S):	-\$31,324.39
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER:	\$1,716,175.61
INCREASE/DECREASE FROM THIS CHANGE ORDER:	\$26,190.00
NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:	\$1,742,365.61


4. CHANGE TO CONTRACT TIMES	
Original Contract Times:	
Substantial Completion (Days or Date):	<i>11/5/2021</i>
Ready For Final Payment (Days or Date):	<i>11/19/2021</i>
Contract Times from previously Approved Change Orders	
Substantial Completion (Days or Date):	<i>12/8/2021</i>
Ready For Final Payment (Days or Date):	<i>5/13/2022</i>
Contract Times will be Increased/Decreased because of this Change Order	<i>Increased</i>
Contract Times including this Change Order	
Substantial Completion (Days or Date):	<i>12/8/2021</i>
Ready For Final Payment (Days or Date):	<i>9/30/2022</i>

5. REQUIRED SIGNATURES - Not valid until signed by Owner. Signature of Contractor indicates agreement herewith, including any adjustments in the Contract Amount or Contract Times

ACCEPTED:

By: _____
OWNER (Authorized Signature)
Name: Timothy J. Mahoney
Title: Mayor
Date: _____

ACCEPTED:


By:  _____
CONTRACTOR (Authorized Signature)
Name: Jim Gast
Title: President
Date: 8/22/2022

RECOMMENDED:

By: Cassie McNames
ENGINEER (Authorized Signature)
Name: Cassie McNames
Title: Project Manager
Date: _____ 8/19/2022

ACCEPTED:

Funding Agency (if applicable)

By:  _____
FUNDING AGENCY (Authorized Signature)
Name: Becky Hanson
Title: Transit Program Manager
Date: 8/22/2022



GAST CONSTRUCTION

General Contractors

Fargo · Wahpeton

Cassie McNames
KLJ
300 23rd Ave E, Suite 100
West Fargo, North Dakota 58078

July 27, 2022

Re: GTC Exterior Renovation (F21001) – Sewer Line Fix Proposal

Cassie,

Below is a lump sum price to fix the broken sewer line at the Ground Transportation Center. Included within this proposal is the scope of work that is involved with this fix.

Scope of Work

Gast Construction will lay down carpet protection from the southwest exterior door into Cole's office, we will also lay some plastic on the cubicles in that same path. We will then plastic off the south half of Cole's office (covering the North, South, East and West Walls including the ceiling). Gast Construction will then remove the carpet tiles off of the slab on grade and cut a 6'-0" x 6'-0" chunk out of the slab on grade, demo it and remove it out of the building.

Jeff's Plumbing will then come in and HydroVac the sub soil out down to the broken pipe. Once we have it opened up KFI Engineers will be asked to come to the site, review the break and ok the pipe fix that will be proposed by Jeff's Plumbing. Once approved by the engineer, Jeff's Plumbing will make the fix and haul pea rock back in to fill the excavation.

Once we have the excavation filled, Gast Construction will prep and pour back the slab on grade. Remove all plastic and floor protection, apply glue and reinstall the salvaged carpet tile. Gast Construction will perform the final cleaning of the space.

Excluded from our scope of work: cost for material testing, new carpet if the existing is unsalvageable, temporary water and electricity

\$26,190.00

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

Thanks,

Jared Pedersen
Project Manager

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

35

Improvement District No. BN-21-L1 Type: Change Order #2 & Time Extension

Location: Veteran's Blvd S Date of Hearing: 8/15/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/6/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, related to Change Order #2 in the amount of \$10,045.00 for additional work, along with the associated time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised This Memo
Substantial – August 12, 2022 Final – September 11, 2022	Substantial – August 17, 2022 Final – September 16, 2022

Staff is recommending approval of Change Order #2 in the amount of \$10,045.00 and the time extension to the Substantial and Final Completion Dates as described above.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #2 and the time extension to the Substantial and Final Completion Dates to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$10,045.00 bringing the total contract amount to \$1,470,135.50 and the time extension to the Substantial and Final Completion Dates adjusting the dates to August 17, 2022 and September 16, 2022 to Northern Improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

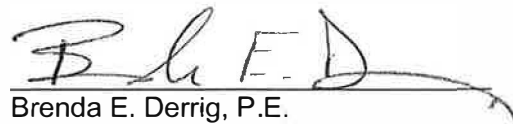
	Yes	No
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u> </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u> </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u> </u>

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: August 10, 2022
Re: Improvement District No. BN-21-L1 – Change Order #2 and Time Extension

Background:

Improvement District No. BN-21-L1 is for the new construction of underground utilities, concrete pavement and incidentals on Veteran’s Boulevard South.

Northern Improvement is the Prime Contractor for this project.

1. Four existing storm sewer manholes required additional modifications to match proposed ground elevation. All cost to modify the manholes is \$4,745.
2. During the final grading of the project it was determined that additional grading was required to match to an existing driveway. All cost to grade the roadway is \$1,550.
3. The in-place existing topsoil quantity was less than estimated so the Contractor was required to import topsoil. All cost to import the topsoil is \$3,750. With all of this work 6 additional days will be added to the Substantial and Final Completion Dates of this contract.
4. In addition, all of the items within the COF - Water Main Container for the installation 36" Gate Valve will be moved from the Substantial Completion Date to the Final Completion Date. This will allow for the valve to be installed after summer water demands have diminished as requested by Water Department Staff.

Recommended Motion:

Approve Change Order #2 in the amount of \$10,045.00 and the time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised This Memo
Substantial – August 12, 2022 Final – September 11, 2022	Substantial – August 17, 2022 Final – September 16, 2022



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-L1
VETERANS BOULEVARD BETWEEN 52ND AVENUE S AND 53RD AVENUE S

Change Order No 2 Change Order Date 8/10/2022
 Contractor Northern Improvement Co

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 # 2

Four existing storm sewer manholes required additional modifications to match proposed ground elevation. All cost to modify the manholes is \$4,745. During the final grading of the project it was determined that additional grading was required to match to an existing driveway. All cost to grade the roadway is \$1,550. The in-place existing topsoil quantity was less than estimated so the Contractor was required to import topsoil. All cost to import the topsoil is \$3,750. With all of this work 6 additional days will be added to the substantial and final completion dates of this contract. In addition, all of the items within the COF - Water Main container for the installation 36" Gate Valve will be moved from the substantial completion date to the final completion date. This will allow for the valve to be installed after summer water demands have diminished as requested by Water Department Staff.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 2	96	Modify Manhole	EA	0	0	0	4	4	\$1,186.25	\$4,745.00
	97	Topsoil - Import	CY	0	0	0	250	250	\$15.00	\$3,750.00
	98	Grade Roadway	LF	0	0	0	1	1	\$1,550.00	\$1,550.00
Change Order 2 Sub Total										\$10,045.00

Summary.

Source Of Funding	Special Assessment
Net Amount Change Order # 2 (\$)	\$10,045.00
Previous Change Orders (\$)	-\$545,909.75
Original Contract Amount (\$)	\$2,006,000.25
Total Contract Amount (\$)	\$1,470,135.50

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
7/15/2022	8/14/2022
Additional Days Substantial Completion	Additional Days Final Completion
34	34
New Substantial Completion Date	New Final Completion Date
8/18/2022	9/17/2022

Interim Completion Dates

APPROVED
For Contractor
Title


VICE PRESIDENT

APPROVED DATE
Department Head
Mayor
Attest





HOME OFFICE
FARGO, NORTH DAKOTA
4000 12th Avenue N.W.
68108-2846
P.O. Box 2846
Phone 701-277-1225
Fax 701-277-1516

OFFICE AT
BISMARCK, NORTH DAKOTA
88602-1254
P.O. Box 1254
Phone 701-223-6695
Fax 701-224-0937

OFFICE AT
DICKINSON, NORTH DAKOTA
58602-1035
P.O. Box 1035
Phone 701-225-5197
Fax 701-225-9207

NORTHERN IMPROVEMENT COMPANY

Thomas McCormick, President/CEO
Steve McCormick, Executive Vice-President

DATE: 8/10/2022

TO: City of Fargo Engineering

RE: BN-21-L1
Extra Work - Raise Additional Structures

Northern Improvement Company is requesting that additional compensation be paid base on the following:

Description	Qty.	Unit	Unit Price	Price
<u>Raise Additional Structures</u>				
Foreman	3	HRS	\$95.00	\$285.00
Cat 420 Backhoe	2	HRS	\$150.00	\$300.00
Operator/Laborer	2	HRS	\$80.00	\$160.00
1' MH Risers (Includes 10% Markup)	1	LS	\$2,065.00	\$795.00
			Lump Sum Total:	\$1,540.00

Respectfully Submitted,
NORTHERN IMPROVEMENT COMPANY

Scott Pederson
Estimator/Project Manager



Hancock Concrete Moorhead Yard

7063 28th Ave So
 Glyndon MN 56547
 Phone: (320) 392-5207
 Fax: (320) 392-5155

INVOICE: 1799054

Invoice Date: 8/5/2022

Page: 1

www.HancockConcrete.com

BILL TO:
 131145
 Northern Improvement
 Attn: Accounts Payable
 PO Box 2846
 Fargo ND 58108

SHIP TO:
 440228
 FARGO IMPROVEMENTS
 L1B1
 PICKED UP BY LANCE
 MOORHEAD YARD
 GLYNDON MN

Load Num. 177823	Terms Net 30 Days	Ship Date 8/4/2022	Entered By	Truck Driver PICK-UP
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Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
HW-080422-1 ADJ RINGS	660003 2.00	84-00112 MH,ADJ-RING,27"x12" 4 per pallet	4.00 EA	4.00 EA	\$168.5000 EA	\$674.00

Amount	Job #	Phase	GA-C-T	Unit #	Cost Code	CR
723.71	21243	2850				
Co. #	Bookkeeper		Approved By			

[Handwritten signature]

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

Please provide your Invoice Number or Account Number on your payment. Thank you.		Sales Amount	USD \$674.00
BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS , AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.		Sales Tax	\$49.71
		Total	USD \$723.71
Remit To: Hancock Concrete Products LLC 17 Atlantic Ave. Hancock, MN 56244			



HOME OFFICE
FARGO, NORTH DAKOTA
4000 12th Avenue N W
58108-2846
P.O. Box 2846
Phone 701-277-1225
Fax 701-277-1516

OFFICE AT
BISMARCK, NORTH DAKOTA
58502-1254
P.O. Box 1254
Phone 701-223-6665
Fax 701-224-0937

OFFICE AT
DICKINSON, NORTH DAKOTA
58502-1035
P.O. Box 1035
Phone 701-225-5197
Fax 701-225-0207

NORTHERN IMPROVEMENT COMPANY

Thomas McCormick, President/CEO
Steve McCormick, Executive Vice-President

DATE: 8/10/2022

TO: City of Fargo Engineering

RE: BN-21-L1
Extra Work - Raise MH Structures

Northern Improvement Company is requesting that additional compensation be paid base on the following:

Description	Qty.	Unit	Unit Price	Price
<u>Raise Manhole Structures</u>				
Foreman	4	HRS	\$95.00	\$380.00
Cat 420 Backhoe	4	HRS	\$150.00	\$600.00
Operator/Laborer	2	HRS	\$80.00	\$160.00
MH Structures (Includes 10% Markup)	1	LS	\$2,065.00	<u>\$2,065.00</u>
			Lump Sum Total:	\$3,205.00

Respectfully Submitted,
NORTHERN IMPROVEMENT COMPANY

Scott Pederson
Estimator/Project Manager

x Units Made

Dustin



Hancock Concrete Moorhead Yard

7063 28th Ave So
Glyndon MN 56547
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE: 1798165

Invoice Date: 7/22/2022

Page: 1

www.HancockConcrete.com

BILL TO:
131145
Northern Improvement
Attn: Accounts Payable
PO Box 2846
Fargo ND 58108

SHIP TO:
439647
VETERNAS BLVD
IMP DIST BN-21-L1
W FARGO ND

Load Num. 176934	Terms Net 30 Days	Ship Date 7/21/2022	Entered By	Truck Driver TJ Voges
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Project Structure	Order # Line #	Item Description	Quantity Units	Alt. Qty. Units	Alt. Unit Price	Ext. Price
HW-072122-1 #1	659741 2.00	M048V-4.00E27S-STK MH,48",E-CONE,4.00FT,STEPS,STK	1.00 EA	4.00 FT	\$229.1000 FT	\$916.40
HW-072122-1 #2	659741 3.00	M048V-3.50E27S-STK MH,48",E-CONE,3.50FT,STEPS,STK	1.00 EA	3.50 FT	\$237.3400 FT	\$830.70

Amount	Job #	Phase	Unit	Plant #	Cust Code	CT
1,878.13	21263	2850	2			
Co. #						

The materials itemized in this shipment are certified to be in compliance with the applicable AASHTO and/or ASTM requirements, North Dakota Department of Transportation Specifications and the Project Plans, including the 'Buy America' provisions.

Authorized Signature and Date

Please provide your Invoice Number or Account Number on your payment. Thank you. BY ACCEPTANCE OF THE GOODS TO WHICH THIS INVOICE RELATES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THOSE TERMS AND CONDITIONS OF HANCOCK CONCRETE PRODUCTS, LLC AVAILABLE ONLINE AT HANCOCKCONCRETE.COM/TERMS . AND THE PARTIES INTEND TO BE BOUND BY SUCH TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE. A HARD COPY OF SUCH TERMS AND CONDITIONS WILL BE PROVIDED BY HANCOCK CONCRETE PRODUCTS, LLC TO PURCHASER UPON REQUEST.	Sales Amount	USD \$1,747.10
	Sales Tax	\$131.03
	Total	USD \$1,878.13

Remit To: Hancock Concrete Products LLC
17 Atlantic Ave.
Hancock, MN 56244



HOME OFFICE
 FARGO, NORTH DAKOTA
 4000 12th Avenue N.W.
 58108-2846
 P.O. Box 2846
 Phone 701-277-1225
 Fax 701-277-1516

OFFICE AT
 BISMARCK, NORTH DAKOTA
 58502-1234
 P.O. Box 1234
 Phone 701-223-5595
 Fax 701-224-0937

OFFICE AT
 DICKINSON, NORTH DAKOTA
 58502-1035
 P.O. Box 1035
 Phone 701-225-5197
 Fax 701-225-0207

NORTHERN IMPROVEMENT COMPANY

Thomas McCormick, President/CEO
Steve McCormick, Executive Vice-President

DATE: 8/10/2022

TO: City of Fargo Engineering

RE: BN-21-L1
 Extra Work - Re-Grade Driveway

Northern Improvement Company is requesting that additional compensation be paid base on the following:

Description	Qty.	Unit	Unit Price	Price
<u>Re-Grade Driveway</u>				
Foreman	2	HRS	\$95.00	\$190.00
Cat D-6 Dozer	2	HRS	\$225.00	\$450.00
Sheepsfoot	2	HRS	\$160.00	\$320.00
Cat 938 Loader	2	HRS	\$160.00	\$320.00
Tandem Truck	2	HRS	\$135.00	<u>\$270.00</u>
Lump Sum Total:				\$1,550.00

Respectfully Submitted,
 NORTHERN IMPROVEMENT COMPANY

Scott Pederson
 Estimator/Project Manager



HOME OFFICE
 FARGO, NORTH DAKOTA
 4000 12th Avenue N.W.
 58108-2846
 P.O. Box 2846
 Phone 701-277-1225
 Fax 701-277-1516

OFFICE AT
 BISMARCK, NORTH DAKOTA
 58502-1264
 P.O. Box 1254
 Phone 701-223-8895
 Fax 701-224-0937

OFFICE AT
 DICKINSON, NORTH DAKOTA
 58602-1035
 P.O. Box 1035
 Phone 701-225-5197
 Fax 701-225-0207

NORTHERN IMPROVEMENT COMPANY

Thomas McCormick, President/CEO
Steve McCormick, Executive Vice-President

DATE: 8/10/2022

TO: City of Fargo Engineering

RE: BN-21-L1
 Extra Work - Import Topsoil

Northern Improvement Company is requesting that additional compensation be paid base on the following:

Description	Qty.	Unit	Unit Price	Price
Import Topsoil (To be measured and paid per CY by Truck Load)	250	CY	\$15.00	\$3,750.00

Respectfully Submitted,
 NORTHERN IMPROVEMENT COMPANY

Scott Pederson
 Estimator/Project Manager

REPORT OF ACTION

36

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-A1 Type: Change Order #2 & Incentive Time Extension
Location: 45th St S, 43rd St S, 54th Ave S, 56th Ave S & 64th Ave S Date of Hearing: 8/29/2022

Routing Date
City Commission 9/6/2022
PWPEC File X
Project File Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, related to Change Order #2 in the amount of \$514,801.00, which represents 4.4% of the contract. This change order is for additional work resulting from a bid item error in the quantity of excavation needed.

Staff is recommending approval of Change Order #2 in the amount of \$514,801.00 and the Incentive Clause Date time extension as described above.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 in the amount of \$514,801.00 and the Incentive Clause Date time extension to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$514,801.00 bringing the total contract amount to \$12,311,153.59 and the Incentive Clause Date time extension adjusting the date from October 29, 2022 to November 15, 2022 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility, Sanitary Utility, Cass Rural Water, Sales Tax & Special Assessments

Table with 2 columns: 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). Columns: Yes, No. Values: N/A, N/A, N/A.

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Rows for committee members: Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Bruce Grubb, Temporary City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Brenda Derrig, City Engineer; Terri Gayhart, Finance Director.

ATTEST:

C: Kristi Olson

Signature of Brenda E. Derrig, P.E.
Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Manager
Date: August 26, 2022
Re: Improvement District No. BN-22-A1 – Change Order #2 & Incentive Time Extension

Background:

Improvement District No. BN-22-A1 will install underground utilities, asphalt & concrete paving, and incidentals on 43rd Street South (900' section just south of 64th Avenue South), 45th Street South (between 52nd Avenue South and 64th Avenue South), 54th Avenue South (between 44th Street South and 45th Street South), 56th Avenue South (between 44th Street South and 45th Street South), 64th Avenue South (between 38rd Street South and 45th Street South) changing the sections of roadways from minimum maintenance section line roadway or green field development areas to an urban 3-lane concrete roadway section, 2-lane rural asphalt roadway section and urban asphalt section. The project will be funded with Special Assessments (City of Fargo & Cass Rural Water User District), Street Sales Tax, Waste Water Utility Fund and Water Utility Fund.

The bid quantity of the Excavation bid item was calculated in error prior to bidding this project. The plan included 54,700 CY's of excavation and the actual quantity should have been 128,243 CY's. This quantity has not increased due to previous change orders. The Contractor has agreed to complete this work at the original unit bid price of \$7.00/CY. Change Order #2 will increase the contract by \$514,801. This change will be funded by Special Assessments.

The Contract included an incentive clause that stated if all work is completed on or before October 29, 2022 an incentive payment of \$4,000 per calendar day (\$60,000 max payment) will be paid. The Contractor is requesting that date be modified to November 15, 2022. Since this additional work is due to a bid quantity error and not a plan change, we feel this request is justified.

Recommended Motion:

Approve Change Order #2 in the amount of \$514,801 and modify the incentive date from October 29, 2022 to November 15, 2022.



**CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-A1
45TH ST S, 43RD ST S, 54TH AVE S, 56TH AVE S, 64TH AVE S**

Change Order No 2 **Change Order Date** 8/26/2022
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 # 2

The bid quantity of the Excavation bid item was calculated in error prior to bidding this project. The plan included 54,700 CY s of excavation and the actual quantity should have been 128,243 CY s. This quantity has not increased due to previous change orders. The Contractor has agreed to complete this work at the original unit bid price of \$7.00/CY. Change Order #2 will increase the contract by \$514,801. This change will be funded by Special Assessments. The Contract included an incentive clause that stated if all work is completed on or before October 29, 2022 an incentive payment of \$4,000 per calendar day (\$60,000 max payment) will be paid. The Contractor is requesting that date be modified to November 15, 2022. Since this additional work is due to a bid quantity error and not a plan change, we feel this request is justified.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	102	Excavation	CY	54700		54700	73543	128243	\$7.00	\$514,801.00
									Paving Sub Total	\$514,801.00

Summary

Source Of Funding	Special Assessment, Water Utility Fund, Sanitary Utility Fund, City Sales Tax, Cass Rural Water
Net Amount Change Order # 2 (\$)	\$514,801.00
Previous Change Orders (\$)	\$120,385.00
Original Contract Amount (\$)	\$11,675,967.59
Total Contract Amount (\$)	\$12,311,153.59

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

APPROVED
For Contractor 
Title PRESIDENT

APPROVED DATE
Department Head 
Mayor
Attest
8/30/22

REPORT OF ACTION

37

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-C0 Type: Amendment #1
Location: Laverne's 2nd Addition Date of Hearing: 8/29/2022

Routing Date
City Commission 9/6/2022
PWPEC File X
Project File Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Amendment #1 in the amount of \$24,300.00 for additional design work.

Staff is recommending approval of Amendment #1 in the amount of \$24,300.00, bringing the total contract amount to \$92,600.00.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Amendment #1 to Houston Engineering.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #1 in the amount of \$24,300.00, bringing the total contract amount to \$92,600.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

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

Table with 4 columns: Present, Yes, No, Unanimous. Rows for each committee member with checkboxes.

ATTEST:

Brenda E. Derrig, P.E. City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM, Engineer II Storm Sewer/Floodplain
Date: August 23, 2022
Re: Improvement District No. BN-22-C0 Amendment #1 to Consultant Services for Storm LS #83 Laverne's 2nd Addition

Fargo and their consulting engineer, Houston Engineering, Inc., have been working on the storm water design for Laverne's 2nd Addition. As part of the design teams efforts Fargo has added a control structure at the storm water pond to better regulate the output from the pond and to allow for additional storm sewer connection from future developments if needed. Fargo also had Houston re-model the storm water flows after the final design of the pond to make sure it met water quality and expected quantity requirements.

The Houston Engineering submittal for additional design work increases their contract from \$68,300.00 to \$92,600.00 based upon hourly not to exceed services. A detail of the changes is attached to Amendment #1 of the task order.

Engineering believes the proposal is reasonable and recommends authorization of the work. Funding will come from Special Assessments to the benefitting properties.

Recommended Motion:

Approve Task Order Amendment #1 for Improvement District No. BN-22-C0 in the amount of \$24,300 to Houston Engineering.

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 14, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Project Title: Project No. BN-22-C0 Laverne's 2nd Addition regional detention LS 83 45St N and 32 Ave N
- B. Description: This Task Order is for the design, shop drawing review, and lift station startup for new LS 83 for a regional detention pond for Laverne's 2nd Addition and adjoining future developments. Near 45th St N and 32nd Ave N.
- C. Amendment No. 1: This amendment to the task order covers the added work due to the addition of a control structure on the pond for future development storm sewer and pond regulation, and added modeling of pond as outlined in the attached Houston Engineering proposal.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the amendment number 1 to Task Order No. 14 submitted by Houston Engineering. Added design work proposal is Attachment A of the amended Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated February 14, 2019.

4. Times for Rendering Services

Phase	Completion Date
Phase 1: Design, geotech investigation, and plan preparation	July 1, 2022
Phase 2: LS shop drawing review & startup assistance	Late 2022 and 2023
Amendment No. 1 Added control structure and pond modeling	August 24, 2022

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase I:	Hourly Not to Exceed	\$60,300.00
Phase II:	Hourly Not to Exceed	\$8,000.00
Amendment No. 1	Hourly Not to Exceed	\$24,300.00
		Total Services = \$ <u>92,600.00</u>

B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

6. Attachments

Attachment A – Proposal submitted by Houston dated 8/16/2022.

Attachment B – Project scoping request created by City of Fargo dated 3/30/2022.

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is April 12, 2022.

Owner:

Engineer:

By:



By:



Name: Brenda Derrig

Name: Jerry Bents, PE

Title: City Engineer

Title: Principal in Charge

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Roger E. Kluck, PE. CFM

Name: Gabe Bladow

Title: Project Manager

Title: Project Manager

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission

Fargo Corporate Office

701.237.5065

701.237.5101

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

ENGINEERING SERVICES AGREEMENT

AMENDMENT NO. 1

Project: City of Fargo Project No. (BN-22-C1)
Laverne's 2nd Addition
HE Project No. 6059-0196

Client: Roger Kluck
City of Fargo Engineering
225 4th St N
Fargo, ND 58102
Phone (701) 241-1545

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

**Description
of Work:** This contract amendment addresses additional design services provided while assisting the City of Fargo to develop bidding documents for the Laverne's 2nd Addition Project.

Additional design services generally include drainage, storm sewer, pond, and outlet structure analysis and design, and assistance with developing the development amenities plan.

The additional services associated with the design phase of the project detailed in this amendment are based on the following general breakdown of tasks and subtasks.

The project has a current existing contract value of \$68,300. An amendment to the contract is requested for consideration equal to the estimated cost to complete the project less the existing contract value:

Bismarck 701.323.0200 701.323.0300

Maple Grove 763.493.4522 763.493.5572

Minot 701.852.7931 701.858.5655

Thief River Falls 218.681.2951 218.681.2987

Task 1 – Drainage, Storm Sewer, and Pond Analysis and Design– \$20,900 Total**Subtask 1.1 – Storm Sewer Analysis and Design**

HEI assisted the City by conducting a storm sewer analysis utilizing the City's proposed storm sewer alignment. This included utilizing InfoSWMM to review of 2, 5, 10, and 100-year events to determine estimated hydraulic grade line and flooding extents. The storm sewer was also re-analyzed utilizing an increased impervious land ratio to match the proposed amenities plan values. An additional storm sewer adjacent to the levee was also analyzed. Pipe size and grade were provided to the City for plan development for all storm sewers.

The additional cost to complete **Subtask 1.1** is \$8,900.

Subtask 1.2 – Pond Analysis and Design

The land available for stormwater retention within the development was smaller than assumed in the Storm Water Master Plan. HEI assisted the City by analyzing the reduced pond area to determine if it would be possible to utilize as the sole retention site for the development (no on-site retention required). HEI sized the inlet and outlets to maximize the use of the available volume while maintaining adequate discharge rates and pond freeboard. HEI also completed a water quality analysis to ensure that the pond meets water quality standards.

The additional cost to complete **Subtask 1.2** is \$3,500.

Subtask 1.3 – Outlet Structure Analysis and Design

The pond required a multi-stage outlet structure to control discharge to meet water quality, discharge rate, and freeboard requirements. A hydraulic analysis was conducted to determine the appropriate outlet structure opening sizes and overall structure geometry. Given the required overall size of the structure, the structure could not be pre-cast. HEI assisted the City by completing structural analysis and plan development for the cast-in-place concrete structure.

The additional cost to complete **Subtask 1.3** is \$6,500.

Subtask 1.4 – Adjacent Property Drainage Review

The proposed development will cut off drainage paths from adjacent property to the east of the proposed development. HEI assisted the City in developing a plan to restore drainage from these adjacent properties at a service level equal to existing conditions.

The additional cost to complete **Subtask 1.4** is \$2,000.

Task 2 – Amenities Plan - \$1,400 Total

HEI assisted the City in determining an appropriate allowable discharge rate per acre of developed area to be included in the development amenities plan.

Task 3 – Miscellaneous - \$2,000 Total

The items included in Task 1 and Task 2 required additional coordination and planning with City staff to ensure that project deliverables were completed within the project development timeframe.

Basis of Proposal

This amendment only covers the services as described above. Specifically, the amendment includes additional tasks due to changes completed during project development. Services will continue to be provided on an hourly basis as per the original contract. This additional fee is estimated to cover the costs as described in the previous paragraphs, with additional amendments required for additional work outside of these extents.

Fee

The total fee to complete the above-described tasks is **\$24,300**. An amendment to the contract is requested for consideration equal to the cost to complete the additional work. Additional work required beyond the scope listed above will be billed at our current hourly rates. Tasks will be performed in accordance with our current hourly rates in the year services are provided.

Contract Summary Table

Contract Element	Fee	Status
Phase 1: Design, Geotech Investigation, and Plan Preparation	\$60,300	Complete
Proposed Contract Amendment 1: Additional Design Services	\$24,300	Near Complete
Phase 2: Shop Drawing Review & Startup Assistance	\$8,000	Not Started
Total	\$92,600	



Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above-described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Client: City of Fargo

Signature: _____

Title: _____

Date: _____

Proposal: Houston Engineering, Inc.

Signature: *[Handwritten Signature]*

Title: Project Manager

Date: 8/23/2022



August 23, 2022

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

Re: Permanent Easement (Storm Sewer & Levee) – Improvement District #BN-22-C1

Dear Commissioners:

Accompanying for City Commission review and approval is an original Permanent Easement with the LaVerne A. Montplaisir Family Trust & Montplaisir Ag and Rental, LLP in association with Improvement District #BN-22-C1.

RECOMMENDED MOTION:

Approve Permanent Easement with the LaVerne A. Montplaisir Family Trust & Montplaisir Ag and Rental, LLP.

Please return the signed original.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Shawn G. Bullinger'.

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom

PERMANENT EASEMENT
(Storm Sewer and Levee)

KNOW ALL MEN BY THESE PRESENTS that **LaVerne A. Montplaisir Family Trust**, a trust created by Trust Agreement dated December 28, 2012, and **Montplaisir AG and Rental, LLP**, a North Dakota limited liability partnership, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, **HEREBY GRANT UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, under, upon and in the land hereafter described for the purpose of constructing, operating, maintaining, and repairing a storm sewer and an earthen dike, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

A tract of land in **LAVERNE'S SECOND ADDITION**, City of Fargo, Cass County, North Dakota, more particularly described as follows:

The West thirty (30.00) feet of Lots 4 through 10, Block 1, LaVerne's 2nd Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 1.529 acres, more or less.

Said tract is pictorially represented in the Easement Exhibit attached hereto and incorporated herein by reference as Exhibit "A".

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


Grantor, its successors and assigns, further understands and agrees that they will not

disturb, injure, molest or in any manner interfere with said storm sewer or earthen dike as constructed and the customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises. Grantor, its successors and assigns, further expressly warrants and states that no permanent structures, buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract in any manner which may interfere with said storm sewer or earthen dike. Grantor agrees to remove the same or accept any damages thereto in the event of a flood emergency.

(Signatures on following pages.)

GRANTOR:

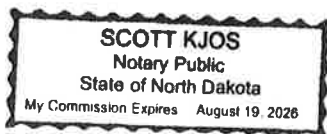
Montplaisir Ag and Rental, LLP



By: Perry Montplaisir
Its: General Partner

STATE OF North Dakota)
COUNTY OF CASS) ss.

On this 16 day of Aug, 2022, before me, a notary public in and for said county and state, personally appeared Perry Montplaisir, General Partner of Montplaisir Ag and Rental, LLP, a North Dakota limited liability partnership, known to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of the limited liability partnership.

(SEAL)




Notary Public
CASS County, North Dakota

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 16 day of Aug, 2022.

GRANTOR:

LaVerne A. Montplaisir Family Trust

Perry Montplaisir
By: Perry Montplaisir
Its: Trustee

STATE OF North Dakota)
COUNTY OF CASS) ss.

On this 16 day of Aug, 2022, before me, a notary public in and for said county and state, personally appeared Perry Montplaisir, Trustee of the LaVerne A. Montplaisir Family Trust created by Trust Agreement dated December 28, 2012, known to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of the Trust.

(SEAL)



[Signature]
Notary Public
CASS County, North Dakota

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2022.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steven Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

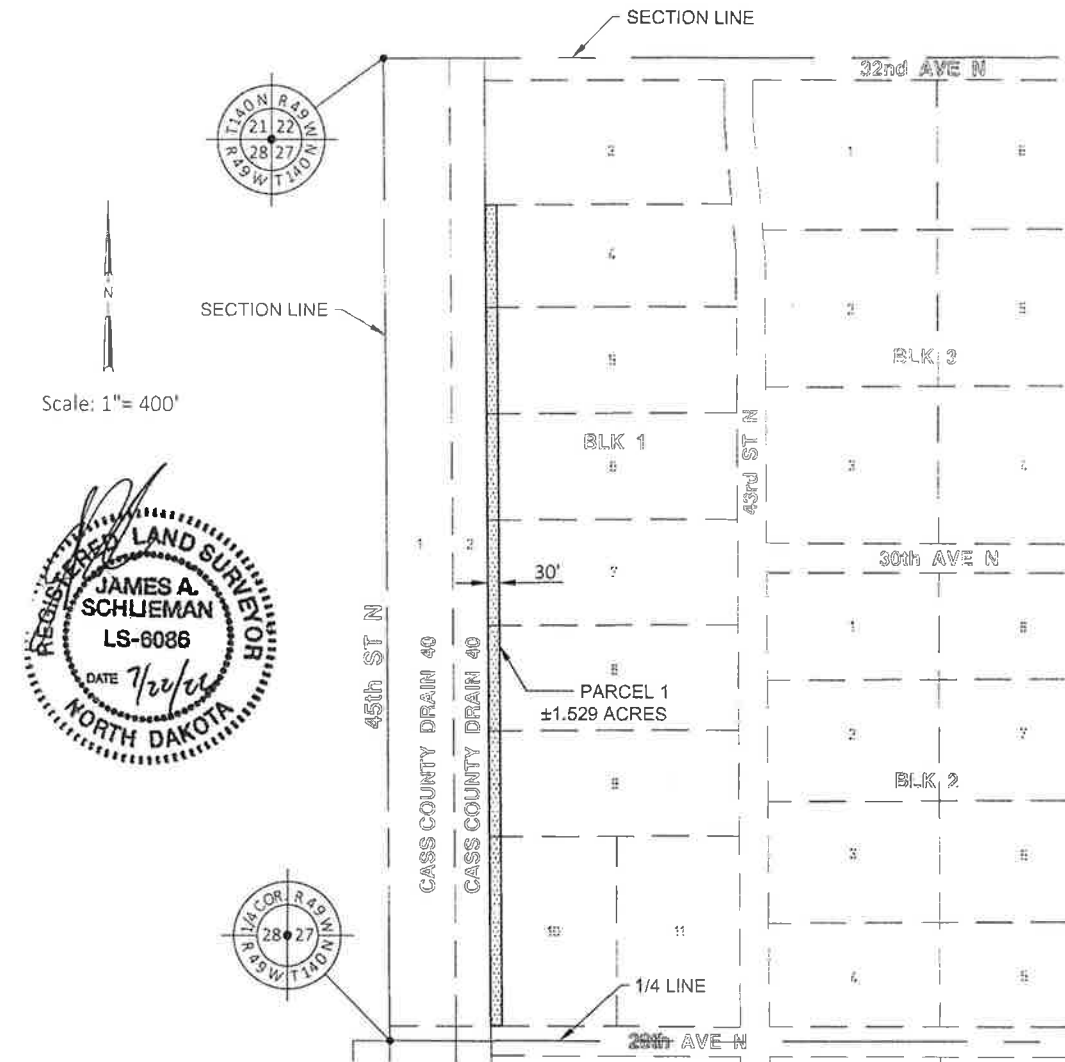
The legal description was prepared by:

James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

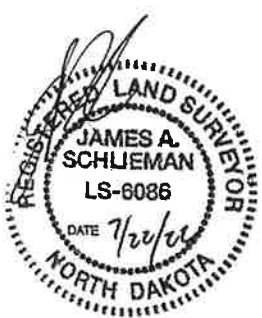
This document was prepared by:

Kasey D. McNary
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
kmcnary@serklandlaw.com

PARCEL 1
 PART OF LOTS 4 THRU 10, BLOCK 1
 LAVERNE'S 2ND ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA



Scale: 1" = 400'



Description - Storm Sewer Easement:

The West 30.00 feet of Lots 4 thru 10, Block 1, Laverne's 2nd Addition to the City of Fargo, Cass County, North Dakota.
 Said strip contains 1.529 acres, more or less.

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

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO. 8471-0002	PART OF LOTS 4 THRU 10, BLOCK 1 LAVERNE'S 2ND ADDITION, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 1
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H:\JBM\8400\8471\8471_0002\CAD\Easements\Storm Sewer Easement Exhibit.dwg Layout: 7/22/2022 10:38 AM-(dbuchholz)



39

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

August 31, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-22-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, August 31st 2022, for New Paving and Utility Construction, Improvement District No. BN-22-C1, located at 28th Ave N between 41st St N & 45th St N, 30th Ave N between 41st St N & 43rd St N, 32nd Ave N Between 41st St N & 42ns St N, 42nd St N between 28th Ave N & 32th Ave N, 43rd St N between 28th Ave N & 32nd Ave N.

The bids were as follows:

Dakota Underground Co Inc	\$18,578,544.59
KPH, Inc.	\$18,618,794.85
Northern Improvement Co	\$20,549,341.73
Engineers Estimate	\$18,678,505.00

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$18,578,544.59 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



**Engineer's Statement Of Cost
Improvement District # BN-22-C1
New Paving And Utility Construction**

28th Ave N between 41st St N & 45th St N, 30th Ave N between
41st St N & 43rd St N, 32nd Ave N Between 41st St N & 42ns St
N, 42nd St N between 28th Ave N & 32th Ave N, 43rd St N
between 28th Ave N & 32nd Ave N

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

New Paving and Utility Construction Improvement District # BN-22-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	5,000.00	0.01	50.00
2	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	500.00	0.01	5.00
3	F&I Manhole GB	EA	25.00	4,300.00	107,500.00
4	F&I Manhole 4' Dia Reinf Conc	EA	19.00	8,100.00	153,900.00
5	F&I Manhole 6' Dia Reinf Conc	EA	3.00	24,275.00	72,825.00
6	F&I Manhole 8' Dia Reinf Conc	EA	1.00	58,000.00	58,000.00
7	F&I Manhole w/Ext Drop 6' Dia Reinf Conc	EA	4.00	34,700.00	138,800.00
8	F&I Pipe SDR 26 - 6" Dia PVC	LF	2,110.00	36.00	75,960.00
9	F&I Pipe SDR 26 - 8" Dia PVC	LF	1,210.00	59.00	71,390.00
10	F&I Pipe SDR 35 - 36" Dia PVC	LF	2,840.00	315.00	894,600.00
11	F&I Pipe SDR 35 - 12" Dia PVC	LF	7,150.00	70.00	500,500.00
12	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1,770.00	65.00	115,050.00
13	F&I Pipe w/GB SDR 35 - 36" Dia PVC	LF	84.00	420.00	35,280.00
14	F&I Restr Joint Pipe C900 DR 18 - 8" Dia PVC	LF	20.00	270.00	5,400.00
15	Connect Sewer Service	EA	67.00	1,000.00	67,000.00
16	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	165.00	130.00	21,450.00
17	F&I Manhole 5' Dia Reinf Conc	EA	1.00	32,500.00	32,500.00
18	Plug Pipe 8" Dia	EA	2.00	500.00	1,000.00
19	F&I Fittings C153 Ductile Iron	LB	144.00	80.00	11,520.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer Total					2,362,730.00
Water Main					
20	Temp Fence - Safety	LF	750.00	8.00	6,000.00
21	Salvage & Install Fence	LF	750.00	50.00	37,500.00
22	F&I Fittings C153 Ductile Iron	LB	12,770.00	11.00	140,470.00
23	F&I Hydrant	EA	32.00	6,000.00	192,000.00
24	Connect Pipe to Exist Pipe	EA	2.00	1,000.00	2,000.00
25	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	550.00	38.00	20,900.00
26	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	4,575.00	76.00	347,700.00
27	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	5,360.00	125.00	670,000.00
28	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	150.00	66.00	9,900.00
29	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	150.00	110.00	16,500.00
30	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	150.00	155.00	23,250.00
31	F&I Gate Valve 6" Dia	EA	35.00	1,800.00	63,000.00
32	F&I Gate Valve 12" Dia	EA	9.00	4,600.00	41,400.00
33	F&I Gate Valve 16" Dia	EA	9.00	14,000.00	126,000.00
34	F&I Hydrant Ext. 6" High	EA	5.00	1,330.00	6,650.00
35	F&I Hydrant Ext. 12" High	EA	5.00	1,500.00	7,500.00
36	F&I Hydrant Ext. 18" High	EA	5.00	1,600.00	8,000.00
37	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	120.00	60.00	7,200.00
38	F&I Gate Valve 4" Dia	EA	3.00	1,900.00	5,700.00
39	F&I Gate Valve 8" Dia	EA	1.00	2,800.00	2,800.00
40	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	55.00	55.00	3,025.00
41	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	40.00	80.00	3,200.00
42	F&I Pipe C900 DR 18 - 4" Dia PVC	LF	165.00	35.00	5,775.00
Water Main Total					1,746,470.00
Storm Sewer					
43	F&I Manhole GB	EA	8.00	2,000.00	16,000.00
44	F&I Manhole 4' Dia Reinf Conc	EA	8.00	4,100.00	32,800.00
45	F&I Manhole 5' Dia Reinf Conc	EA	2.00	11,400.00	22,800.00
46	F&I Manhole 6' Dia Reinf Conc	EA	6.00	9,200.00	55,200.00
47	F&I Manhole 7' Dia Reinf Conc	EA	4.00	14,800.00	59,200.00
48	F&I Manhole 8' Dia Reinf Conc	EA	4.00	18,400.00	73,600.00
49	F&I Manhole Type E Reinf Conc	EA	5.00	36,000.00	180,000.00
50	Remove Manhole	EA	1.00	1,500.00	1,500.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	Remove Pipe All Sizes All Types	LF	350.00	0.01	3.50
52	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	23.00	7,000.00	161,000.00
53	F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	3,500.00	21,000.00
54	F&I Inlet - Double Box (DBI) Reinf Conc	EA	22.00	6,450.00	141,900.00
55	F&I Inlet - Round (RDI) Reinf Conc	EA	12.00	2,000.00	24,000.00
56	Connect Pipe to Exist Pipe	EA	2.00	1,000.00	2,000.00
57	Connect Pipe to Exist Structure	EA	1.00	2,000.00	2,000.00
58	F&I Pipe 12" Dia	LF	365.00	40.00	14,600.00
59	F&I Pipe 15" Dia	LF	240.00	46.00	11,040.00
60	F&I Pipe 18" Dia	LF	1,075.00	74.00	79,550.00
61	F&I Pipe 21" Dia	LF	598.00	88.00	52,624.00
62	F&I Pipe 24" Dia	LF	1,230.00	97.00	119,310.00
63	F&I Pipe 27" Dia	LF	46.00	125.00	5,750.00
64	F&I Pipe 30" Dia	LF	1,165.00	143.00	166,595.00
65	F&I Pipe 36" Dia	LF	635.00	190.00	120,650.00
66	F&I Pipe 42" Dia	LF	860.00	261.00	224,460.00
67	F&I Pipe 48" Dia	LF	1,070.00	315.00	337,050.00
68	F&I Pipe 54" Dia	LF	535.00	380.00	203,300.00
69	F&I Pipe 15" Dia Reinf Conc	LF	64.00	70.00	4,480.00
70	F&I Pipe 18" Dia Reinf Conc	LF	425.00	74.00	31,450.00
71	F&I Pipe 24" Dia Reinf Conc	LF	230.00	100.00	23,000.00
72	F&I Pipe 27" Dia Reinf Conc	LF	201.00	123.00	24,723.00
73	F&I Pipe 42" Dia Reinf Conc	LF	245.00	261.00	63,945.00
74	F&I Pipe 48" Dia Reinf Conc	LF	850.00	315.00	267,750.00
75	F&I Pipe 54" Dia Reinf Conc	LF	430.00	380.00	163,400.00
76	F&I Pipe 66" Dia Reinf Conc	LF	200.00	520.00	104,000.00
77	F&I Pipe 72" Dia Reinf Conc	LF	998.00	605.00	603,790.00
78	Remove Pipe All Sizes All Types	LF	300.00	0.01	3.00
79	F&I Pipe w/GB 15" Dia Reinf Conc	LF	663.00	90.00	59,670.00
80	F&I Pipe w/GB 18" Dia Reinf Conc	LF	312.00	106.00	33,072.00
81	F&I Pipe w/GB 24" Dia Reinf Conc	LF	50.00	125.00	6,250.00
82	F&I Pipe w/GB 42" Dia Reinf Conc	LF	50.00	305.00	15,250.00
83	F&I Pipe w/GB 48" Dia Reinf Conc	LF	50.00	350.00	17,500.00
84	F&I Pipe w/GB 54" Dia Reinf Conc	LF	50.00	395.00	19,750.00
85	F&I Pipe w/GB 66" Dia Reinf Conc	LF	60.00	540.00	32,400.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
86	F&I Pipe w/GB 72" Dia Reinf Conc	LF	50.00	650.00	32,500.00
87	F&I Pipe 24" Dia Corr Steel	LF	110.00	85.00	9,350.00
88	F&I Rip Rap Rock	CY	125.00	200.00	25,000.00
89	F&I Flared End Section 36" Dia Reinf Conc	EA	1.00	5,500.00	5,500.00
90	F&I Flared End Section 48" Dia Reinf Conc	EA	1.00	7,500.00	7,500.00
91	F&I Flared End Section 72" Dia Reinf Conc	EA	1.00	15,000.00	15,000.00
92	Modify Manhole	EA	2.00	1,000.00	2,000.00
Storm Sewer Total					3,695,215.50
Paving					
93	Clear & Grub	LS	1.00	15,000.00	15,000.00
94	Remove Pavement All Thicknesses All Types	SY	115.00	20.00	2,300.00
95	F&I Box Culvert 14'x7' Wide Reinf Conc	LF	272.00	3,700.00	1,006,400.00
96	F&I Box Culvert End Section 14'x7' Wide Reinf Conc	EA	4.00	50,000.00	200,000.00
97	F&I Slope Protection 5" Thick Reinf Conc	SY	500.00	115.00	57,500.00
98	F&I Rip Rap Rock	CY	250.00	200.00	50,000.00
99	Topsoil - Strip	CY	55,500.00	2.00	111,000.00
100	Topsoil - Spread	CY	33,450.00	3.00	100,350.00
101	Fill - Haul	CY	79,500.00	4.00	318,000.00
102	Excavation	CY	74,750.00	3.00	224,250.00
103	Subcut	CY	15,000.00	5.00	75,000.00
104	Subgrade Preparation	SY	48,500.00	2.00	97,000.00
105	F&I Woven Geotextile	SY	48,500.00	1.90	92,150.00
106	F&I Class 5 Agg - 6" Thick	SY	2,450.00	10.00	24,500.00
107	F&I Class 5 Agg - 10" Thick	SY	48,500.00	16.50	800,250.00
108	F&I Class 5 Agg - 12" Thick	SY	2,500.00	21.00	52,500.00
109	F&I Edge Drain 4" Dia PVC	LF	19,000.00	13.00	247,000.00
110	F&I Curb & Gutter Standard (Type II)	LF	19,000.00	26.00	494,000.00
111	Remove Curb & Gutter	LF	300.00	10.00	3,000.00
112	Rem & Repl Pavement 10" Thick Doweled Conc	SY	198.00	150.00	29,700.00
113	F&I Pavement 10" Thick Doweled Conc	SY	42,000.00	85.00	3,570,000.00
114	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	60.00	80.00	4,800.00
115	F&I Det Warn Panels Cast Iron	SF	530.00	30.00	15,900.00
116	F&I Driveway 7" Thick Reinf Conc	SY	670.00	85.00	56,950.00
117	Casting to Grade - Blvd	EA	77.00	400.00	30,800.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
118	Casting to Grade - w/Conc	EA	48.00	400.00	19,200.00
119	GV Box to Grade - Blvd	EA	48.00	300.00	14,400.00
120	Mulching Type 1 Hydro	SY	150,000.00	0.40	60,000.00
121	Seeding Type C	SY	150,000.00	0.40	60,000.00
122	F&I Sidewalk 6" Thick Reinf Conc	SY	194.00	70.00	13,580.00
123	Inspection Trench	CY	7,000.00	5.00	35,000.00
124	F&I Sidewalk 4" Thick Reinf Conc	SY	385.00	60.00	23,100.00
Paving Total					7,903,630.00
Street Lights					
125	F&I Feed Point	EA	1.00	10,300.00	10,300.00
126	F&I Base 6' Deep Reinf Conc	EA	48.00	900.00	43,200.00
127	F&I Conductor #6 USE Cu	LF	27,681.00	1.25	34,601.25
128	F&I Innerduct 1.5" Dia	LF	9,498.00	7.35	69,810.30
129	F&I Luminaire Type A	EA	48.00	500.00	24,000.00
130	F&I Pull Box	EA	3.00	1,575.00	4,725.00
131	F&I Light Standard Type A	EA	48.00	3,000.00	144,000.00
Street Lights Total					330,636.55
Signing					
132	F&I Sign Assembly	EA	2.00	160.00	320.00
133	F&I Sign Assembly & Anchor	EA	9.00	175.00	1,575.00
134	F&I Diamond Grade Cubed	SF	63.20	25.00	1,580.00
135	F&I Barricade Type III	EA	3.00	700.00	2,100.00
Signing Total					5,575.00
Flood Mitigation					
136	F&I Box Culvert End Section 8'x8' Wide Reinf Conc	EA	1.00	40,000.00	40,000.00
137	F&I Outlet Structure	EA	1.00	210,000.00	210,000.00
138	F&I Lift Station	LS	1.00	1,800,000.00	1,800,000.00
139	F&I Rip Rap Rock	CY	25.00	250.00	6,250.00
140	F&I Flared End Section 48" Dia Reinf Conc	EA	1.00	5,500.00	5,500.00
141	F&I Box Culvert 6'x6' Wide Reinf Conc	LF	54.00	1,600.00	86,400.00
142	F&I Box Culvert 8'x4' Wide Reinf Conc	LF	98.00	1,700.00	166,600.00
143	F&I Pavement 8" Thick Reinf Conc	SY	200.00	175.00	35,000.00
144	F&I Woven Geotextile	SY	200.00	2.00	400.00
145	F&I Crushed Conc - 9" Thick	SY	200.00	20.00	4,000.00
Flood Mitigation Total					2,354,150.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Erosion Control					
146	Mulching Type 2 Straw	SY	75,000.00	0.15	11,250.00
147	Seeding Type C	SY	75,000.00	0.40	30,000.00
148	Stormwater Management	LS	1.00	10,000.00	10,000.00
149	Temp Construction Entrance	EA	4.00	0.01	0.04
150	Sediment Control Log 6" to 8" Dia	LF	4,500.00	2.75	12,375.00
151	Sediment Control Log 10" to 15" Dia	LF	750.00	3.75	2,812.50
152	Inlet Protection - New Inlet	EA	62.00	250.00	15,500.00
153	Inlet Protection - Existing Inlet	EA	12.00	200.00	2,400.00
154	Silt Curtain	LF	85.00	30.00	2,550.00
155	F&I Erosion Control Blanket Type 3	SY	2,500.00	2.50	6,250.00
Erosion Control Total					93,137.54
Landscaping					
156	F&I Decid Tree 2" Dia	EA	15.00	800.00	12,000.00
Landscaping Total					12,000.00
Lift Station - Electrical					
157	Modify Lift Station - Electrical	LS	1.00	75,000.00	75,000.00
Lift Station - Electrical Total					75,000.00
Total Construction in \$					18,578,544.59

Engineering	10.00%	1,857,854.46
Admin	4.00%	743,141.78
Legal	3.00%	557,356.34
Interest	4.00%	743,141.78
Contingency	5.00%	928,927.23
Total Estimated Costs		23,408,966.18
Sales Tax Funds - Wastewater - 455		1,045,302.30
Special Assessments		22,363,663.88
Unfunded Costs		0.00

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

Date: 08/31/2022



Thomas Knakmuhs

Assistant City Engineer

