FARGO CITY COMMISSION AGENDA
Tuesday, December 27, 2022 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:00 p.m. and retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding the pending litigation Romantix Inc. v. City of Fargo and Nicole Crutchfield, as well as reasonably predictable and threatened litigation regarding the property located at 924 5th Street South and Citizens for a Clean Environment, LLC, and to receive its attorneys' advice and guidance on the legal risks, strengths, and weaknesses of an action of a public entity, which, to discuss these matters in open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, December 12, 2022; Special Meeting, December 21, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 2nd reading and final adoption of an Ordinance Relating to Definitions, License-Qualifications, Licensed Premises-Requirements for, and Licenses-Termination, Suspension, Revocation, and Sanctions; 1st reading, 12/12/22.

2. Resolutions Relating to the Qualification of Members of the Board of Health.

3. Amendment to the Findings of Fact, Conclusions and Order for property located at 812 7th Street North.

4. City of Fargo Resolution Authorizing Officers to Make Deposits and Withdrawals.

5. Applications for Games of Chance:
   a. St. John Paul II Catholic Schools for a raffle and raffle board on 2/3/23.
   b. Centennial Elementary PTO for bingo on 1/27/23.

6. 2023 Legislative Priorities.

Release of Permanent Easement with Montplaisir Ag and Rental, LLP and Laverne A. Montplaisir Family Trust.

8. Satisfaction of Agreement for Document No. 1151314.

9. Access Easement (Storm Sewer, Sanitary Sewer and Water Main) with Southeast Cass Water Resource District.

10. Master Service Agreements for Consulting Engineering Services as presented for Project No. MS-23-A0 (RFP23005).

11. Exercising the option to piggyback on the Minnesota State Contract to purchase a riding sweeper/scrubber from Tennant Sales & Service Company (PBC22-186080).

12. Notice of Grant Award Amendment with the ND Department of Health and Human Services for the Ryan White Part B Program (CFDA #93.917).

13. Notice of Grant Award Amendment with the ND Department of Health and Human Services for COVID-19 Preventative Services Recovery (CFDA #93.391).

14. Agreement for Services with Great Outcomes Consulting, LLC.

15. Agreement for Services with Metro Plains Management.

16. Request for out-of-grade pay for Lieutenant Bill Ahlfeldt effective 1/2/23-3/19/23.

17. Agreement for Property Demolition with Pioneer LLC at 924 5th Street South (RFP22112).

18. Amendment No. 1 of Subrecipient Agreement with Churches United for the Homeless.

19. Notice of Grant Award from the ND Department of Emergency Services Division of Homeland Security for a FY2022 State Homeland Security Grant (CFDA #97.067).

20. Service Contract Agreement with Liberty Business Systems, Inc. (PBC23-131).

21. Receive and file the November 2022 Traffic Enforcement Efforts.

22. Purchase of a digital whiteboard for the Criminal Investigations Division using federal seized assets in the amount of $3,546.76.

23. Awarding of RFP23006 for winter pruning contract.

24. Bid awards for Project No. WA2158.

25. Task Order No. 22 with AE2S in the amount of $399,300.00 for Project No. WA2152.

26. Bills.

27. Contract Amendment No. 7 with Houston Engineering in the amount of $47,500.00 for Improvement District No. MS-17-A0.

28. Negative Final Balancing Change Order No. 4 in the amount of -$355,221.95 for Improvement District No. PN-22-A1.

29. Contracts and bonds for Improvement District Nos. BN-23-A and BR-23-C1.

REGULAR AGENDA:

30. **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).**

31. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
    a. CONTINUE TO 1/23/23 - Application for a Class "CWM" Alcoholic Beverage License for ZaChase LLC d/b/a Crafty Taps to be located at 3902 13th Avenue South. Application

    b. Application for a Class "GH" Alcoholic Beverage License for LYH LLC d/b/a Little Brother to be located at 117 Broadway North.

    c. Application for a Class "I" Alcoholic Beverage License for KSB Syndicate, Inc. d/b/a Mangata Wine and Raw Bar to be located at 1666 1st Avenue North.

    d. Application to transfer a Class "N" Alcoholic Beverage License from Concessions Management, LLC d/b/a Concessions Management to Fargo Force Hockey Club LLC d/b/a Fargo Force to be located at 5225 31st Avenue South.

    e. Application to transfer a Class "ABH" Alcoholic Beverage License from 3803 Hospitality, LLC d/b/a Holiday Inn Fargo to 3803 Spirits LLC d/b/a Holiday Inn Fargo to be located at 3803 13th Avenue South (ownership change).

    f. Application to transfer a Class "ABH-Limited" Alcoholic Beverage License from 3803 Hospitality LLC d/b/a Holiday Inn Express Fargo to 3803 Spirits LLC d/b/a Holiday Inn Express Fargo to be located at 1040 40th Street South (ownership change).

32. 2nd Street Pedestrian Bridge Project update.

33. Recommendation for a Liaison Commission Assignment Change.

34. Recommendation for appointment of the City Administrator.

35. Recommendation to deny the request for a 120-day extension to the Dangerous Building action on property located at 924 5th Street South.

36. Recommendation to approve the Purchase and Development Agreement for sale of property located at 501 Main Avenue to 501 Main Ave DevCorp, LLC.

37. 2nd reading and final adoption of an Ordinance Relating to Adult Entertainment Centers and Adult Establishments; 1st reading, 12/12/22.

38. Applications for Property Tax Exemptions for Improvements Made to Buildings:
    a. David and Carolyn Boutain, 1222 5th Street North (5 years).
    b. Leslie Laam and Justin Walden, 2521 Lilac Lane North (5 years).
    c. Stephanie Rasmussen, 109 15th Avenue North (5 years).
    d. Travis and Anne Christensen, 105 Meadowlark Lane North (5 years).
    e. David and Brittney Piper, 2825 Maple Street North (5 years).
    f. Mark and Kathy Schmitt, 2529 58th Avenue South (5 years).

g. Neil Ebeling and Jessica Magness, 2425 East Country Club Drive South (5 years).
h. Dawson and Karly Schefter, 1315 9th Street South (5 years).
i. Geoffrey Childress and Christine Dotzenrod, 2501 38th Avenue South (5 years).

39. 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

(1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS
25-1501, 25-1503, 25-1511, AND 25-1512,
OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE,
RELATING TO DEFINITIONS, LICENSE-QUALIFICATIONS,
LICENSED PREMISES-REQUIREMENTS FOR, AND LICENSES-TERMINATION,
SUSPENSION, REVOCATION, AND SANCTIONS.

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

25-1501. - Definitions.

In this article, unless the context or subject matter otherwise requires:

* * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

26. "Mandatory server training" shall mean server training that has been approved by the Fargo police department and/or its designee for ~~managers and employees~~ any person responsible for, or participating in, any activity involved in the stream of service of alcoholic beverages, including, but not limited to, selling, dispensing, serving, identification verification, and admission and security ~~involved in selling alcoholic beverages~~ at licensed liquor establishments, including restaurants. Mandatory server training applies to, but is not limited to, managers, servers, security, bartenders, and door attendants, or any employee in the capacity to determine compliance with applicable laws.

* * * *

Section 2. Amendment.

25-1503. – License – Qualifications.

No license shall be issued to any applicant except as follows:

* * * *

E. Mandatory server training (as defined by 25-1501(~~21~~26)) shall be required of all liquor licensees. Mandatory server training shall be completed prior to participation in the stream of service of alcoholic beverages as defined. Persons successfully completing the approved class will receive a "server training certificate ~~card~~." ~~which will remain with that individual wherever employed. The "server training certificate card" is not required to be carried on the person so long as the same can be produced at a later date.~~ The "server training certificate ~~card~~" must be renewed every three (3) years on the anniversary date as shown on the said ~~card~~ certificate. ~~For all new managers and employees not having previously received server training, there shall be a grace period of 90 days in which to successfully complete the approved class. On each license renewal date,~~ One month prior to license renewal date, the licensee shall provide the city with a roster of employees and a copy of employees' server training certificate as required by 25-1501 (26) evidencing current training status. ~~which can then be checked against the training records.~~ If the licensee is found to be not in compliance, license renewal for the upcoming year may be denied or delayed. Failure to comply with this section may result in administrative or other penalties.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Amendment.

25-1511. – Licensed Premises – Requirements for.

* * * *

E. ~~Every holder of an alcoholic license in the city of Fargo shall implement a program of mandatory server training. The server training shall be approved by the Fargo Police Department and/or its designee. All current managers and employees working directly with the dispensing of alcoholic beverages must obtain and maintain a "server training certificate card". Said training must be completed within 90 days for current managers and employees. The "server training certificate card" is not required to be carried on the person so long as said card can be produced at a later date. The "server training certificate card" must be renewed every three (3) years by the anniversary date as shown on said card. For all new managers and employees not having previously received server training, there shall be a grace period of 90 days in which to successfully complete the approved class. Additionally, one month before each license renewal date, the licensee shall provide the city with a roster of employees which can then be checked against the training records. If the licensee is found to be not in compliance, license renewal for the upcoming year may be denied or delayed.~~

E. Mandatory server training (as defined by 25-1501(26)) shall be required of all liquor licensees. Mandatory server training shall be completed prior to participation in the stream of service of alcoholic beverages as defined. Failure of a licensee to produce the required server training certificate for all employees subject to this requirement at any time requested by any person authorized by the City to verify compliance may result in administrative or other penalties.

Section 4. Amendment.

25-1512. – Licenses – Termination, suspension, revocation, and sanctions.

All licenses issued under the provisions of this article, unless otherwise specifically provided, shall terminate on June 30th next following the date of issuance; provided, however, that any license issued under the provisions of this article may, under certain circumstances, terminate automatically or may be terminated, suspended or revoked by the commission.

* * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

D. Penalties for failing compliance checks conducted by the Fargo police department or designee are as follows:

1. First offense - $500 penalty. ~~This penalty may be waived if the person serving the alcoholic beverages, as well as the management, have server training certificates. There will, however, be mandatory server training within 30 days for any employee or member of management not having server training. There will be no license sanction on a first offense.~~
2. Second offense - $750 penalty. ~~No license sanction penalty.~~

* * * *

Section 5. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed $1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 6. Effective Date.

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

_____
Dr. Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM
10 Roberts Street North
P.O. Box 6017
Fargo, ND 58108
Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Nancy J. Morris

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

(2)

December 22, 2022

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

RE: Resolutions relating to the qualifications of members of the board of health.

Dear Commissioners:

Enclosed for your approval is a resolution relating to the qualifications for the members of the board of health.

Fargo Municipal Code section 13-0204 provides that the board of health shall consist of one member of the Board of City Commissioners and other members shall be appointed with such qualifications as shall be determined by the board of city commissioners. At the October 17, 2022, meeting of the Board of City Commissioners, the City Commission passed a resolution which set forth the qualification for the board of health.

The enclosed resolution makes minor changes to the resolution passed on October 17, 2022. Specifically, the enclosed resolution provides the Board of City Commissioners with the authority to appoint up to nine members for the board of health. The previous resolution set the maximum at seven members. With a minimum of five members (set by FMC 13-0204) and a maximum of nine, depending on the amount of qualified applicants, the Board of City Commissioners will have the discretion to appoint anywhere from five to nine members to the board of health.

Suggested Motion: I move to receive, approve and file the resolution determining the qualifications for members of the board of health.

Sincerely,

Ian R. McLean

Assistant City Attorney

Enc.

cc: Desi Fleming, Director of Public Health

Commissioner _____moved for the adoption of the following:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

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

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

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, Chapter 23-25 and previously applicable sections of the North Dakota Century Code provide that the City may establish and appoint a board of health.

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, pursuant to authority granted to it under Home Rule and North Dakota Century Code, has established a board of health.

WHEREAS, Section 13-0204 of the Fargo Municipal Code provides that the board of health shall have a minimum of five members, which shall be appointed for three (3) year terms. One member of the board of health shall be a current member of the board of city commissioners. Other members of the board of health shall be appointed with such qualifications as shall be determined by the board of city commissioners.

WHEREAS, on October 17, 2022, the Board of City Commissioners, Fargo, North Dakota, passed a Resolution to set forth the qualifications for the members of the board of health. The October 17, 2022, Resolution is attached as Exhibit 1.

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, has determined it desires to revise the qualifications for the members of the board of health previously set forth in the October 17, 2022, Resolution.

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, now repeals the October 17, 2022, Resolution which is attached as Exhibit 1 and wholly replaces it with this resolution which sets out the specific qualifications for members of the board of health.

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

1. The board of health shall consist of a minimum of five and a maximum of nine members, to be determined by the Board of City Commissioners based on the availability of qualified applicants.
2. One of these members shall be a current member of the board of city commissioners, Fargo.
3. One of these members shall be a current member of the board of the West Fargo City Commissioners.
4. One of these members shall be a current member of the Cass County Commissioners.
5. Two to six at-large members comprised of at least one healthcare provider, at least one with behavioral health experience, and those with extensive background in public health, environmental health, health education, or the healthcare industry.
6. All these members shall be appointed and approved by the board of city commissioners, Fargo.

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

Commissioner Preston moved for the adoption of the following:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

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

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

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, Chapter 23-25 and previously applicable sections of the North Dakota Century Code provide that the City may establish and appoint a board of health.

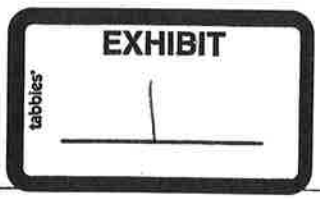
WHEREAS, the Board of City Commissioners, Fargo, North Dakota, pursuant to authority granted to it under Home Rule and North Dakota Century Code, has established a board of health.

WHEREAS, Section 13-0204 of the Fargo Municipal Code provides that the board of health shall have a minimum of five members, which shall be appointed for three (3) year terms. One member of the board of health shall be a current member of the board of city commissioners. Other members of the board of health shall be appointed with such qualifications as shall be determined by the board of city commissioners.

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, has determined to set out the specific qualifications for members of the board of health.

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

1. The board of health shall consist of seven members.
2. One of these members shall be a current member of the board of city commissioners, Fargo.
3. One of these members shall be a current member of the board of the West Fargo City Commissioners.
4. One of these members shall be a current member of the Cass County Commissioners.
5. Four at-large members comprised of at least one healthcare provider, at least one behavioral health professional, and those with extensive experience in public health, environmental health, health education, or the healthcare industry.



6. All these members shall be appointed and approved by the board of city commissioners, Fargo.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER Kolpack, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS Preston,Kolpack,Strand, Piepkorn and Mahoney. The following were absent and not voting: None, and the following voted against the same: None, whereupon the resolution was declared duly passed and adopted.

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM
10 Roberts Street North
P.O. Box 6017
Fargo, ND 58108
Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Nancy J. Morris

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

(3)

December 22, 2022

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

RE: Dangerous Building located at 812 7th Street North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval is the proposed Amendment to the Findings of Fact and Conclusions and Order regarding the dangerous building at 812 7th Street North. At its November 28th, 2022 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Amendment to the Findings of Fact and Conclusions and Order.

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

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

AMENDMENT TO

THE FINDINGS OF FACT, CONCLUSIONS AND ORDER

This **AMENDMENT** amends the **FINDINGS OF FACT AND CONCLUSIONS AND ORDER** for the property located at 812 7th Street North, Fargo, North Dakota, 58102 (hereinafter "Subject Property"), issued on October 31, 2022 by the Board of City Commissioners of the City of Fargo (hereinafter "Board").

WHEREAS, on October 31, 2022, a hearing was held before the Board regarding Subject Property, and at said hearing the Board declared Subject Property to be a "dangerous building"; and

WHEREAS, on November 15, 2022, Subject Property was sold to Brian Trauman (hereinafter "Property Owner") by way of County Deed, which was recorded with the Cass County Recorder's Office on November 22, 2022 as Document No. 1680253; and

WHEREAS, since ownership of the property had transferred after the Board issued its Findings of Fact and Conclusions of Law and before the expiration of the deadline time to appeal, the Board approved extending the original demolition deadline of December 30, 2022 to June 28, 2023 so that the new Property Owner may either make necessary repairs or demolish Subject Property.

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

1. That on October 31, 2022, the Board found that the building located on Subject Property (812 7th Street North, Fargo, North Dakota 58102) was a "dangerous building" and ordered its demolition on or before December 30, 2022.

2. Property Owner, Brian Trauman, has acknowledged this finding and waives any right to appeal.

3. Property Owner had requested an extension of time to either make necessary repairs to Subject Property so that it is code compliant and no longer considered a "dangerous building" by the opinion of the Building Official or demolish Subject Property by June 28, 2023.

4. The Board considered and approved this request on November 28, 2022.

5. All other Findings of Fact and Conclusions and Order previously entered on October 31, 2022 shall remain in full force and effect.

DATED this _____ day of _____, 2022.

PROPERTY OWNER

By_____
Brian Trauman

DATED this _____ day of _____, 2022.

BOARD of CITY COMMISSIONERS to the CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

(4)

CITY OF FARGO RESOLUTION AUTHORIZING OFFICERS TO MAKE DEPOSITS AND WITHDRAWALS

WHEREAS, The City of Fargo, a municipal corporation existing under the laws of the State of North Dakota, must designate depositories of the funds of the City of Fargo,

NOW THEREFORE BE IT RESOLVED, That the Board of City Commissioners of the City of Fargo, North Dakota hereby designates any City of Fargo Financial Institution or Brokerage Firm and PFM Financial Advisors to be a depository of the funds of the City of Fargo, and that the said funds be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed by two signatures of the following: Timothy J. Mahoney, Mayor; Kent Costin, Director of Finance, Jill Pagel, Deputy City Auditor and Steven Sprague, City Auditor with one of the signatures being either Steven Sprague or Kent Costin.

BE IT FURTHER RESOLVED, That the depository institution is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders and also to receive the same for the credit of or in payment from the payee or any other holder without inquiry as to the circumstance of issue or the disposition of the proceeds thereof, even if drawn to the individual order of any signing officer or payable to said firm or others for his account, or tendered in payment of his individual obligation.

BE IT FURTHER RESOLVED, That any and all endorsements for or on behalf of the City of Fargo upon checks, drafts, notes or instruments for deposit or collection made with the said Firm may be written or stamped endorsements of the City of Fargo without any designation of the person making such endorsements.

BE IT FURTHER RESOLVED, That said Firm be promptly notified in writing by the City Auditor or any other officer of the City of Fargo of any change in these resolutions and that until it has actually received such notice in writing said Firm is authorized to act in pursuance of these resolutions.

WE FUTHER CERTIFY, That these resolutions are within the power of the Board of City Commissioners to pass as provided in the Home Rule Charter to the City of Fargo.

Adopted at the meeting of the Board of City Commissioners this 27th Day of December 2022.

SEAL

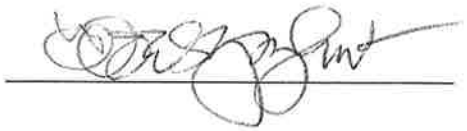
_____
Timothy J. Mahoney, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand as City Auditor of the City of Fargo and affixed the corporate seal this 27th day of December, 2022.

_____
Steven Sprague, City Auditor

The following are the Signatures of the authorized officers of the City of Fargo to sign for the deposited funds as adopted on December 27, 2022.

_____ Timothy J. Mahoney, Mayor

 Terri Gayhart, Director of Finance

Steven Sprague, City Auditor

Jill Pagel, Deputy City Auditor

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

$25.00
12-20-22
✓145666

5a

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 St. John Paul II Catholic Schools	Dates of Activity Feb 3, 2023	If raffle, provide drawing date Feb 3, 2023	
Organization or Group Contact Person Liz Bassett	Title or Position Special Events Coordinator	Telephone Number 701-893-3243	
Business Address 5600 25th Street S.	City Fargo	State ND	ZIP Code 58104
Mailing Address *(if different)*	City	State	ZIP Code
Site Name *(where gaming will be conducted)* Nativity Elementary School			
Site Address 1825 11th Street	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	$500	$500
Raffle	$250	$250
Raffle	$100	$100
Raffle Board	Solo Stove	$450
	Total *(limit $40,000 per year)*	$1,300

Intended Uses of Gaming Proceeds
help purchase items needed by Nativity Elementary School

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: $8,200 (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 Liz Bassett	Title Special Events Coordinator	Telephone Number 701-893-3243	E-mail Address luz.bassett@jp2schools.org
Signature of Organization or Group's Top Official		Title SpecialEvents Coordinator	Date 12/19/2022

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

CC
25.00
12/21/22

(56)

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	Dates of Activity	If raffle, provide drawing date	
Centennial Elementary PTO	1/27/2023		
Organization or Group Contact Person	**Title or Position**	**Telephone Number**	
Sarah Matcha	Secretary	507-358-6402	
Business Address	**City**	**State**	**ZIP Code**
4201 25th St S	Fargo	ND	58104
Mailing Address *(if different)*	**City**	**State**	**ZIP Code**
Site Name *(where gaming will be conducted)*			
Centennial Elementary School			
Site Address	**City**	**ZIP Code**	**County**
4201 25th St S	Fargo	~~58104~~ 58104	Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
BINGO	FOOD	$100
BINGO	GIFT CARDS	$300
BINGO	EVENT TICKETS	$200
BINGO	TOYS	$200
	Total *(limit $40,000 per year)*	$800

Intended Uses of Gaming Proceeds
Fundraiser for teacher supplies, classroom aides, music, PE, field trips, art supplies

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: $800 (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	Title	Telephone Number	E-mail Address
Sarah Matcha	Secretary	507-358-6402	centennialcubspto@gmail.com

Signature of Organization or Group's Top Official	Title	Date
Sarah Matcha	Secretary	12/21/2022

THE CITY OF Fargo FAR MORE

6

December 27, 2022

To: **Board of City Commissioners**
Fr: **Michael Redlinger, Assistant City Administrator**
Re: **Approve the City of Fargo's 2023 Legislative Priorities**

At the December 12, 2022 City Commission meeting, a presentation was provided by City staff on the City of Fargo's proposed 2023 legislative priorities. City staff, together with the Special Assistant City Attorney for government relations, Ms. Terry Effertz, answered questions and received feedback from City Commissioners regarding 2023 priorities. Feedback received has been incorporated into the version of the attached list of priorities. The City Commission is asked to approve the City of Fargo's proposed 2023 legislative priorities.

Recommended Action: Approve the City of Fargo's proposed 2023 legislative priorities in preparation for the upcoming Legislative Session.

THE CITY OF Fargo FAR MORE

City of Fargo *Proposed* 2023 Legislative Priorities (v.2)

December 27, 2022

Department/Division/Organization Legislative Priorities	City of Fargo to Propose Legislation? *Y or N* *If "Yes," who is, or should be, a bill sponsor?*	City of Fargo to Oppose?	City of Fargo to Monitor?
Fargo Cass Public Health 1. Funding: Support increased State Aid for LPH, asking for $8M (was $6.6M) 2. Behavioral Health: Funding for access and resources to services as well as for prevention for population-based mental health 3. Substance Use: Alcohol, mitigation and prevention 4. Maintain smoke-free air law (oppose cigar bars): Support legislation to limit vaping exposure for minors 5. Environmental Health: HB 1183 is a septic system bill and as written has concerns for LPH. The goal was to create a statewide technical guide for installers, and recommend standards and procedures for licensing, education, etc. The current state of the bill has many concerning areas that would need amending.	N/A. Do not require proposal from local legislators. Public Health is in support of items 1-4.	Oppose	Environmental Health to monitor septic system bill.

6. Mental Health System Reforms: Support initiatives to streamline services, improve outcomes, and better support the State-local partnership for mental health services.	TBD. Forwarded by Commissioner Preston.		
Fire Department 1. Fire Insurance Premium Tax: Create a continuing appropriation, with the Insurance Commissioner to lead. 2. State Fire Marshal's Office: Relocate from the Attorney General's Office to the Insurance Commissioner.	TBD TBD		Fire Chief to monitor. Fire Chief to monitor.
Red River Valley Water Supply Project 1. Continue support of the Red River Valley Water Supply Project. a. State cost-share arrangement b. Long-term loan terms	Ongoing City of Fargo and LAWA support.		
FARGODOME 1. On-Sale Liquor License Authority – City Facilities: FARGODOME and possibly Fargo Park District.	TBD		

Fargo Performing Arts Center 1. Support creation of the ND "Destination Development" fund ($25M) to seek support for the Fargo Performing Arts Center	TBD		
Housing 1. Housing Incentive Fund: Increase financial support. Last session, $9.5M was budgeted, but could only support 4 projects statewide over two years.	TBD		
Planning & Zoning 1. Home Occupation Zoning Restrictions	TBD. Forwarded by Commissioner Strand.	City of Fargo opposes restricting home rule authority.	
Economic Development, Workforce, & Community Projects 1. GFMEDC: Workforce a. Operation Intern b. Automation Tax Credit c. Regional Workforce Recruitment, Retention, and Development Funds d. Career Builders e. Dual Credit f. Career Academies 2. GFMEDC: LIFT Program funding and targeted industry-focused research funding for the university system	GFMEDC to lead 1-3.		

3. GFMEDC: Gas Pipeline from western North Dakota to the Red River Valley 4. Support Child Care initiatives, funding, and development 5. Support creations of the ND Child Care Workforce Fund 6. Renaissance Zone Program a. Expand eligible City of Fargo Renaissance Zone blocks b. Increase cap of tax credits that RZ organizations can have access to c. Increase number of satellite RZ districts	City of Fargo to lead 4-6.		
Human Resources 1. Expand definition of information that is exempt in N.D.C.C. 44-04-18.1 pertaining to a public employee's personal information to include the exemption of ethnicity 2. Expand authority for elected boards to meet in executive session for the purposes of discussing finalist candidates and offers of position	TBD TBD		
Public Safety 1. Vehicle fleeing enforcement/penalties	TBD		

2. Drag Racing/Speeding Enforcement: Tools to restrict aggressive driving behaviors. 3. Loud Exhaust Kits 4. Towing of Nuisance Vehicles	TBD. Forwarded by Commissioner Preston. TBD TBD		
General City of Fargo Position Statements 1. Maintain/expand local control and Home Rule authorities. 2. Oppose unfunded mandates. 3. Support additional funding for local units of government while removing limits/caps on local governing boards.	 Ongoing City of Fargo and NDLC priorities.	Oppose bills limiting local control and home rule authority.	

(7)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Release of Permanent Easement

Location: Laverne's Second Addition

Date of Hearing: 12/19/2022

Routing	Date
City Commission	12/27/2022
PWPEC File	X
Project File	Brenda Derrig

The Committee reviewed a communication from City Engineer, Brenda Derrig, regarding the release of a permanent easement for Laverne's Second Addition.

The property has been developed, and the City no longer needs this easement; therefore, the Engineering Department supports the release of the easement.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of the release of permanent easement for Laverne's Second Addition.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the release of the permanent easement (recorded as Document #1555099) at Laverne's Second Addition.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: None

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	Bruce Grubb
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

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Brenda Derrig, City Engineer

Date: December 16, 2022

Re: Release of Permanent Easement

Background:

When Laverne's Addition was platted a levee along the north side was constructed. With the development of Laverne's Second Addition this levee easement is no longer needed.

Engineering Department supports the release of the easement.

Recommended Motion:

Approve the Release of Permanent Easement (recorded as Document #1555099).

Bed/klb

Attachments:
Flood Protection Easement (Document #1555099)
Proposed Release of Permanent Easement Document

RELEASE OF PERMANENT EASEMENT

By Permanent Easement dated December 31, 2018, and recorded in the office of the Recorder for Cass County, North Dakota on January 8, 2019 as Document **1555099** (the **"Easement Instrument")**, among **MONTPLAISIR AG AND RENTAL, L.L.P.**, a North Dakota limited liability partnership and **LAVERNE A. MONTPLAISIR FAMILY TRUST** (collectively, **"Grantor")**, and the **CITY OF FARGO**, a North Dakota municipal corporation ("**City**"), Grantor granted to City a permanent and perpetual easement over, under, upon and in the following described real property (the "**Easement Area**"):

A tract of land in the West Half of the Northwest Quarter of Section 27, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, more particularly described as follows:

The northerly 85.00 feet of the southerly 125.00 feet of the West Half of the Northwest Quarter of Section 27, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, less the westerly 180 feet thereof.

Said tract contains 2.22 acres, more or less.

AND

A tract of land in the East Half of the Northwest Quarter of Section 27, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, more particularly described as follows:

The northerly 85.00 feet of the southerly 125.00 feet of the East Half of the Northwest Quarter of Section 27, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota.

Said tract contains 2.57 acres, more or less.

The Easement Area affects real estate presently described as follows (the "Specifically Released Lots"):

Lots 2, 10 and 11, Block 1; Lots 4 and 5, Block 2; and Lot 4, Block 5; all in Laverne's Second Addition to the City of Fargo, Cass County, North Dakota.

The purposes for which the Easement Instrument was executed no longer exist, City is the present holder of all easement rights and interests under the Easement Instrument and City does hereby release, waive and relinquish any and all interests and claims to the Easement Area that arise out of or are in any way created under the Easement Instrument, including as to the Specifically Released Lots. The Easement Instrument is hereby terminated and no longer of any further force or effect.

(Signature on following page)

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

CITY OF FARGO, a North Dakota
a 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, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

_____
Notary Public
Cass County, ND

The legal description was obtained from a previously recorded document.

This document was prepared by:
Nancy J. Morris
City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
nmorris@serklandlaw.com

REPORT OF ACTION

8

FINANCE COMMITTEE

Improvement District: **Type:** Satisfaction Agreement for Deferral

Location: Laverne's Addition

Date of Hearing: December19, 2022

Routing	Date
City Commission	12/27/2022
Project File	Dan Eberhardt

City Engineer, Brenda Derrig and Special Assessment Coordinator, Dan Eberhardt, provided communication regarding the Satisfaction Agreement for Document No. 1151314, which is a deferral agreement for the Laverne's Addition. The assessments that were deferred have been assessed to the property upon platting, therefore it satisfies the agreement terms.

Steve Sprague made the motion to approve the Satisfaction Agreement. The motion was seconded by Terri Gayhart and all voted in favor.

MOTION:
On a motion by Steve Sprague, seconded by Terri Gayhart, the Finance Committee voted to approve the Satisfaction Agreement for Document No. 1151314, a deferral Agreement.

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

Tim Mahoney, Finance Committee Chair

SATISFACTION OF AGREEMENT

(DOCUMENT NO. 1151314)

A. On August 29, 2005, the City and Ray Hajek, as trustee of Mabel M. Hayek Trust created under the Last Will and Testament of Mabel M. Hayek dated December 9, 1998, and LaVerne A. Montplaisir, executed a Memorandum Agreement, recorded in the Cass County, North Dakota Recorder's Office on September 28, 2005, as Document No. 1151314, regarding the deferral of special assessments for improvements to be made by City to benefitted property legally described therein. As used herein, "Agreement" shall mean the Memorandum Agreement referred to above and the Agreement Regarding Special Assessments referred to in such Memorandum Agreement.

B. Some or all of the property legally described as:

All of Blocks 1, 2, 3 and 4, Laverne's Addition to the City of Fargo, Cass County, North Dakota and all of Blocks 1, 2, 3, 4 and 5, Laverne's Second Addition to the City of Fargo, Cass County, North Dakota ("Property")

is subject to the Agreement.

C. All deferred special assessments contemplated in the Agreement and pertaining to the Property have been levied against the Property; there are no special assessments contemplated in the Agreement and pertaining to the Property that remain deferred; and, accordingly, the Agreement is no longer of any force or effect as it pertains to the Property.

D. The owners of the Property have requested City record a Satisfaction of Agreement, confirming that the Special Assessments contemplated in the Agreement with respect to the Property are no longer deferred.

NOW, THEREFORE, City hereby certifies and states, as follows:

1. All deferred special assessments contemplated in the Agreement and pertaining to the Property have been levied against the Property, there are no special assessments contemplated in the Agreement and pertaining to the Property that remain deferred and the Agreement is no longer of any force or effect as pertains to the Property.

IN WITNESS WHEREOF, the undersigned, on behalf of City hereby execute this Release of Agreement as of the day and year first above written.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Dr. Timothy J. Mahoney, its Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

On this ____ day of _____, 20___, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND

(SEAL)

The legal description was obtained from a previously recorded document.

This document was prepared by:
Nancy J. Morris
City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
nmorris@serklandlaw.com

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(9)

Type: Sanitary Sewer Easement

Location: Lift Station 53

Date of Hearing: 12/19/2022

Routing	Date
City Commission	12/27/2022
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed a communication from Nathan Boerboom, Division Engineer, regarding a Sanitary Sewer Easement for Lift Station 53 Force Main Improvements. The Engineering and Water Reclamation Departments have been working concurrently on a project that will address ongoing capacity issues with the Lift Station 53 force main discharge point into a gravity sewer pipe. To address this issue, a new force main is being proposed that will convey the wastewater from Lift Station 53 directly into the 45th Street Sanitary Sewer Interceptor. Multiple alignment options were evaluated to determine which one is the most cost effective while also minimizing construction impacts.

From this effort, it was determined that installing a force main from 44th Avenue South along the east side of Southeast Cass Water Resource District's (SE Cass) Drain 27 right of way down to City property and then over to 45th Street South would be the best alternative (alignment attached). Staff has worked with SE Cass on this alignment and they have recently granted the City an easement to allow for the installation of this force main on their property.

The next steps for this project is for the City to approve the easement document (attached) with SE Cass for this project. This project is scheduled to be bid this winter to allow for construction this upcoming summer.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the Sanitary Sewer Easement between the City of Fargo and Southeast Cass Water Resource District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and recommend approval of the Sanitary Sewer Easement between the City of Fargo and Southeast Cass Water Resource District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	Bruce Grubb
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

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Nathan Boerboom, Division Engineer

CC: Jim Hausauer, Water Reclamation Utility Director

Date: December 14, 2022

Re: Southeast Cass Water Resource District – Sanitary Sewer Easement
Lift Station 53 Force Main Improvements

The Engineering and Water Reclamation Departments have been working concurrently on a project that will address ongoing issues with the Lift Station 53 force main discharge point into a gravity sewer pipe that at times does not have sufficient capacity. To address this issue, a new force main is being proposed that will convey the wastewater from Lift Station 53 directly into the 45th Street Sanitary Sewer Interceptor. Multiple alignment options were evaluated to determine which one is the most cost effective while also minimizing construction impacts.

From this effort, it was determined that installing a force main from 44th Avenue South along the east side of Southeast Cass Water Resource District's (SE Cass) Drain 27 right of way down to City property and then over to 45th Street South would be the best alternative (alignment attached). Staff has worked with SE Cass on this alignment and they have recently granted the City an easement to allow for the installation of this force main on their property.

The next steps for this project is for the City to approve the easement document (attached) with SE Cass for this project. This project is scheduled to be bid this winter to allow for construction this upcoming summer.

Recommended Motion:

Approve the Sanitary Sewer Easement between the City and Southeast Cass Water Resource District.

ACCESS EASEMENT
(Storm Sewer, Sanitary Sewer, and Water Main)

THIS EASEMENT is made this ____ day of _____, 2022, by the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the "District"); and the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 (the "City").

RECITALS

A. The District owns, operates, and maintains Cass County Drain No. 27 ("Drain 27"), a legal assessment drain; portions of Drain 27 are located within the City's municipal boundaries.

B. The City wishes to construct, operate, and maintain storm sewer outfalls that will discharge into Drain 27, as well as a sanitary sewer force main and a water main upon, over, in, under, across, and through Drain 27, along with associated appurtenances (collectively, the "City Infrastructure"), all on property owned or controlled by the District.

C. The District has agreed to convey an easement to the City for purposes of the construction, operation, and maintenance of the City Infrastructure, subject to the terms and conditions contained in this Easement.

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

AGREEMENT

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

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

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

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

2. **Easement Rights**. Under this Easement, the District grants to the City and the City's officers, employees, agents, representatives, consultants, and contractors a permanent and perpetual easement upon, over, in, under, across, and through the City Infrastructure Property for the following purposes: installing, constructing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing the City Infrastructure; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, or other materials; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the City Infrastructure Property; and the right to perform any other work necessary and incident to the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Infrastructure, together with all necessary and reasonable rights of ingress and egress to and from the City Infrastructure Property. The City is solely responsible for the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Infrastructure at the City's sole cost.

3. **Drainage Priority and Use**. The parties understand and agree that Drain 27 is a public facility that provides drainage benefits and other important public benefits to Cass County and its residents, including the City and residents of the City, and further agree the District's use of Drain 27, including the City Infrastructure Property, as a drainage facility takes priority over any other use of the City Infrastructure Property, including the City's use of the City Infrastructure Property for the City Infrastructure.

4. **No Unreasonable Interference**. The District will not unreasonably interfere with the City's easement rights under this Easement. However, the District's priority use of Drain 27 for drainage, flood protection, or other emergency purposes may require and include temporary disruptions or interference with the City's interest in the City Infrastructure Property. The District will use reasonable care to avoid any damages to the City Infrastructure, associated appurtenances, and other storm sewer infrastructure; however, the District will not be liable or responsible for any damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of Drain 27 by the District, its officers, agents, representatives, employees, consultants, or contractors. In the event any reconstruction, modification, or improvement of Drain 27 requires any modifications to the City Infrastructure, associated appurtenances, or other storm sewer infrastructure, the City will modify or relocate the City Infrastructure at the City's expense and, if necessary, the parties will amend this Easement for purposes of redefining the "City Infrastructure Property."

5. **Improvements and Repairs to the City Infrastructure Property**. Any improvements or repairs to the City Infrastructure Property are subject to the following:

a. Prior to the City's construction, reconstruction, or other improvements of the City's City Infrastructure, the City must provide plans and specifications to the District, and the District must first give prior written consent to the design of any construction or improvements; the District will not unreasonably withhold consent.

b. The City will operate and maintain the City Infrastructure and related appurtenances at the City's sole cost.

c. The City will obtain the District's prior written consent prior to commencing any structural repairs, modifications, or improvements to the City Infrastructure on or adjacent to the City Infrastructure Property that require excavation; the District will not unreasonably withhold consent.

d. The City will design and construct any and all improvements and required maintenance on the City Infrastructure in a manner that ensures adequate drainage of the City Infrastructure Property, with a finished grade that drains the City Infrastructure Property, and that does not result in ponding in or on Drain 27.

e. With the exception of the City Infrastructure and related appurtenances, the City will not construct any improvements in, upon, under, over, or across any portion of the City Infrastructure Property; the City will not place any fixtures, equipment, or other personal property on any portion of the City Infrastructure Property; the City will not construct or install, or allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the City Infrastructure Property; the City will not encumber any portion of the City Infrastructure Property; and the City will not otherwise alter any portion of the City Infrastructure Property without prior consent from the District; the District will not unreasonably withhold consent.

f. The City will repair the City Infrastructure Property and will repair or replace any of the District's structures, facilities, right of way, or any other property owned by the District damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, and removal of the City Infrastructure or otherwise damaged as a result of the City's use, access, ingress, and egress granted under this Easement; the City will otherwise repair and return the City Infrastructure Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost.

g. The City will promptly cease any activity and remove any structure or obstruction that interferes with Drain 27 or the District's use of the City Infrastructure Property, at the City's sole cost.

6. **Term**. The rights granted under this Easement are permanent and will only terminate if necessary to protect the integrity of Drain 27; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over Drain 27; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove any improvements from Drain 27, at the City's sole cost.

7. **Liability**. The City will be solely responsible for all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the City Infrastructure by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the City Infrastructure Property by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; or any act, error, or omission of the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees, including any failure to perform under this Easement.

8. **Compliance with Laws**. The City, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the City Infrastructure or the City's other permissible use, access, ingress, and egress rights upon, over, or across any of the City Infrastructure Property.

9. **Forbearance.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

10. **Governing Law.** This Easement will be construed and enforced in accordance with North Dakota law.

11. **Interpretation.** This Easement will be construed as if prepared by both parties.

12. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Easement is invalid, illegal, or unenforceable.

13. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

14. **Assignment.** Neither party may transfer or assign this Easement, or any rights or obligations under this Easement, without the express written consent of the other party.

15. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

16. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by the District and the City and must be recorded in the Cass County Recorder's Office.

17. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]

Southeast Cass Water Resource District
City of Fargo
Easement - Drain 27
Storm Sewer, Sanitary Sewer, Water Main

SOUTHEAST CASS WATER
RESOURCE DISTRICT

By: _____
Dan Jacobson, Chairman

ATTEST:

_____
Carol Harbeke Lewis
Secretary-Treasurer

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 Dan Jacobson and Carol Harbeke Lewis, to me known to be the Chair and Secretary-Treasurer, respectively, of the Southeast Cass Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Southeast Cass Water Resource District.

_____
Notary Public, Cass County, ND

(SEAL)

Southeast Cass Water Resource District
City of Fargo
Easement - Drain 27
Storm Sewer, Sanitary Sewer, Water Main

CITY OF FARGO

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, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

_____
Notary Public, Cass County, ND

(SEAL)

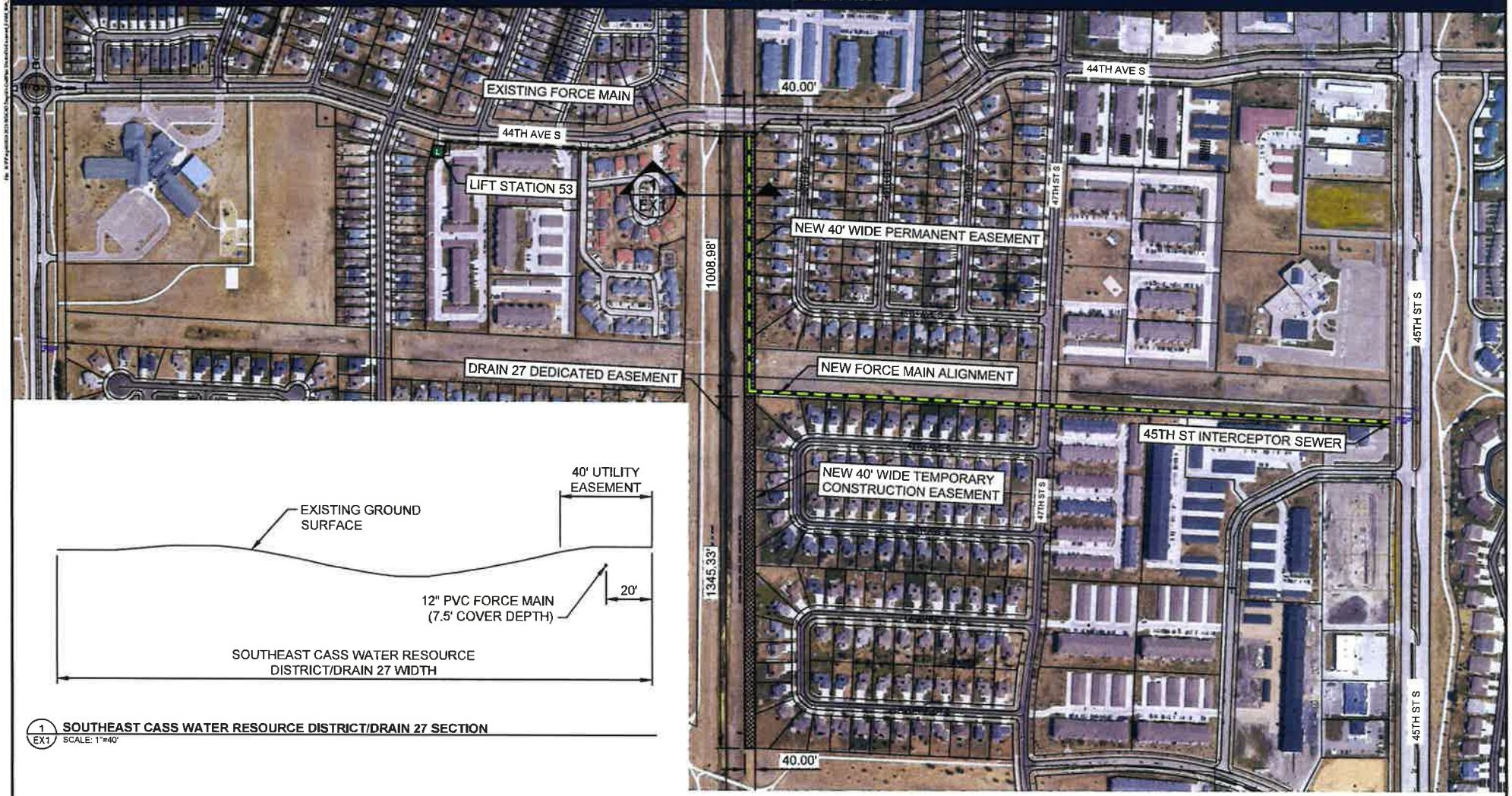
The legal descriptions contained in this document were drafted by:

Curtis A. Skarphol, LS-4723
Houston Engineering, Inc.
1401 - 21st Avenue North
Fargo, North Dakota 58102

EXHIBIT A

Legal Description and Survey of the City Infrastructure Property

FARGO LIFT STATION FORCE MAIN PROJECT



1 EX1 **SOUTHEAST CASS WATER RESOURCE DISTRICT/DRAIN 27 SECTION**
SCALE: 1"=40'

THE CITY OF Fargo FAR MORE

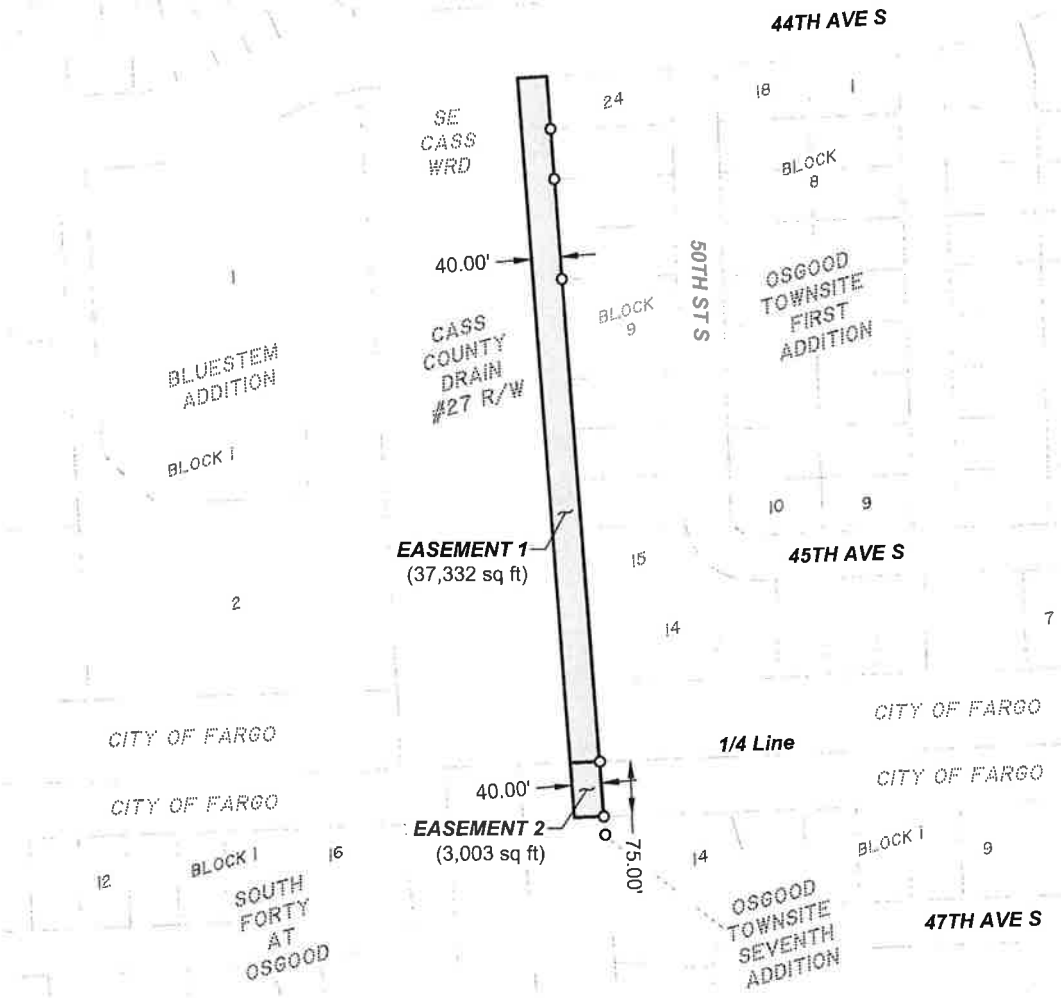
NORTH

AE2S

EXHIBIT A: NEW UTILITY EASEMENT

EX1

Advanced Engineering and Environmental Services, LLC • www.ae2s.com



N
W E
S
0 200
Scale in Feet

LEGEND

EXIST. PARCEL LINE
NEW EASEMENT LINE
FND IRON MONUMENT
NEW PERMANENT EASEMENT

BASIS OF BEARINGS: CITY OF FARGO GROUND COORDINATE SYSTEM. DISTANCES ARE GROUND, US SURVEY FEET.

PAGE 1 OF 2

PROJECT NO: P00803-2022-005	**CERTIFICATE OF SURVEY**	SURVEY DATE: 11/17/22
DRAWING TYPE: COS	OWNER: **Southeast Cass Water Resource District**	PREPARED BY: TH
AE2S	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION: **Dedicated Drain 27 R/W of Osgood Townsite 1st Add. & Osgood Townsite 7th Add. City of Fargo, Cass County, North Dakota**	CHECKED BY: NS
		APPROVED BY: NS

Advanced Engineering and Environmental Services, LLC www.ae2s.com

File: C:\Users\THintz\OneDrive - AE2S\Desktop\Fargo\00803-2022-005\CAD Dwgs\Survey\Easements\LS 53 FM Easement COS-Perm.dwg

EASEMENT 1 - LEGAL DESCRIPTION
That part of the Dedicated Drain 27 Right-of-Way of Osgood Townsite First Addition to the City of Fargo, Cass County, North Dakota, being further described as follows:

The East 40.00 feet of the Dedicated Drain 27 Right-of-Way.

Said tract contains 37,332 square feet, more or less.

EASEMENT 2 - LEGAL DESCRIPTION
That part of the Dedicated Drain 27 Right-of-Way of Osgood Townsite Seventh Addition to the City of Fargo, Cass County, North Dakota, being further described as follows:

The East 40.00 feet of the North 75.00 feet of the Dedicated Drain 27 Right-of-Way.

Said tract contains 3,003 square feet, more or less.

CERTIFICATE OF SURVEYOR

I hereby certify that this survey was prepared by me or or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of North Dakota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

_____
Nicholas R Stattelman
ND Reg. No. 8218

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

On this ____ day of _____, in the year 20___, before me a notary public in and for said county and state, personally appeared Nicholas R. Stattelman, known to me to be the person(s) described in, and who executed the within instrument and acknowledged to me that he/she executed the same.

_____
Notary Public:
State of North Dakota
My commission expires: _____

PROJECT NO: P00803-2022-005	CERTIFICATE OF SURVEY	SURVEY DATE: 11/17/22
DRAWING TYPE: COS	OWNER: Southeast Cass Water Resource District	PREPARED BY: TH
AE2S	PARENT PARCEL ABBREVIATED LEGAL DESCRIPTION: Dedicated Drain 27 R/W of Osgood Townsite 1st Add. & Osgood Townsite 7th Add. City of Fargo, Cass County, North Dakota	CHECKED BY: NS
		APPROVED BY: NS

Advanced Engineering and Environmental Services, LLC www.ae2s.com

File: C:\Users\THintz\OneDrive - AE2S\Desktop\Fargo\00803-2022-005\CAD Dwgs\Survey\Easements\LS 53 FM Easement COS-Perm.dwg

THE CITY OF Fargo
FAR MORE

(10)

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

December 22, 2022

Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota

Re: Project No. MS-23-A0

Dear City Commission:

The Engineering Department's current Master Service Agreements (MSA) with professional consultants are set to expire in February 2023. This MSA is utilized when Engineering needs assistance from professional consultants to aid in the development of capital improvement projects. This assistance is typically needed because we have either fully obligated our internal resources or we are in need of specialized technical assistance that our staff does not have. Engineering will continue to utilize the standard Request for Proposals process for projects when we have sufficient time (typically a minimum of 8 weeks) in the project development schedule. However, there are times when project scopes are smaller or time sensitive, and we have found that a MSA with a pool of qualified professional consultants allows us to be more responsive.

In addition to the MSA with professional consultants, Engineering also has existing MSAs with materials testing firms to complete testing of construction materials to confirm the City's Standard Specifications are met during construction. These MSAs are necessary since Engineering does not have the capability to complete all aspects of material testing and therefore require assistance for this testing of construction materials.

To meet our ongoing need, we advertised and received proposals from professional engineering, land surveying, land management, and materials testing consultants at the direction of the Public Works Project Evaluation Committee.

From the proposals we received, we are looking to build a pool of qualified professional consultants in each engineering category and enter into a three year Master Services Agreement with each consultant with the ability to extend the MSAs twice, each for an additional year. The pool is determined by the consultant's qualifications in each category. We considered the following three items in the selection of the pool:

1. Specialized experience or technical expertise of the organization and its personnel in connection with the categories they wish to be selected for.
2. Capacity of the organization to perform the work within time limitations, taking into consideration the current planned workload of the firm.
3. Past record of performance on contracts, including quality of work, timeliness, and cost control.

The following are examples of projects that we expect to use the consultants for:

Engineering:

1. Civil Engineering (New Development) – Planning and design of utilities and paving for new development. Planning of utilities for an entire development that will be designed and constructed in phases.
2. Civil Engineering (Replacement & Reconstruction) – Typically City staff led, but may use consultant for assistance with specialized technical tasks.
3. Civil Engineering (Water Resources) – Storm water master plan, InfoSWMM modeling, funding applications, and lift station design.
4. Civil Engineering (Structural Design) – Lift station and/or gate well design.
5. Transportation Engineering – Intersection control evaluation studies, peer design reviews, traffic impact studies, funding applications, traffic data collection, traffic signal design, and street light design.

6. Geotechnical Engineering – Soil investigation analysis for lift stations, pond locations, and design support.
7. Construction Engineering and Staking – Project Management, including onsite construction inspection and surveying.
8. Electrical Engineering – Lift station control systems.

Land Surveying:

1. Topographic Surveys – Preliminary surveys for new development or reconstruction projects.
2. Legal Descriptions – Prepare legal descriptions for acquisitions.
3. Plat Preparation – Prepare plat including the associated field work necessary to prepare the plat.

Land Management Services

1. Appraisals – Complete appraisals for full and partial property acquisitions and permanent and temporary easements. The appraiser must be certified in North Dakota (Certified – General) and must provide a demonstrated ability to provide appraisal services in full compliance with the Uniform Relocation and Real Properties Acquisitions Policies Act (aka The Uniform Act) and applicable North Dakota statutes.
2. Relocation Assistance – Serve the role as the relocation counselor on behalf of the City to manage relocation assistance of individual property acquisitions that qualify for relocation assistance under the Uniform Act. All relocation assistance shall follow the statutory requirements within the State of North Dakota.

Materials Testing

1. Construction – Completes testing of construction materials to confirm the City's Standard Specifications are being met.
2. Asbestos Testing – Collect, analyze, and provide written reports regarding the potential presence of regulated asbestos containing materials in structures slated for demolition.

When the necessity for a consultant arises, we will send out a scoping document to the appropriate consultants requesting a not-to-exceed quote and availability status. Staff will review the quotes and based on cost and availability will recommend a consultant for award.

The following consultants are being recommended by the Selection Committee, listed in alphabetical order:

Category	Recommended Consultants								
New Development & Master Planning	Apex	Burian	Houston	KLJ	Lowry	MBN	Moore	Stantec	Ulteig
Replacement & Reconstruction	Apex	Bolton & Menk	Houston	KLJ	Moore				
Water Resources	AE2S	Apex	Bolton & Menk	HDR	Houston	Moore			
Structural Design	AE2S	Houston	KLJ	SRF	WSB				
Transportation Engineering	Bolton & Menk	HDR	KLJ	SRF	TC2	WSB			
Geotechnical Engineering	AET	Braun	SEH	Terracon	WSB				
Construction Engineering & Staking	Apex	Bolton & Menk	Houston	KLJ	Moore	Ulteig			
Electrical Engineering (Lift Station Control Panel)	AE2S	Apex	MBN	SEH	Ulteig				
Topographic Surveys	Apex	Bolton & Menk	Houston	KLJ	Moore	SEH			
Legal Descriptions	AE2S	Apex	Bolton & Menk	Burian	Houston	KLJ	Moore		
Plat Prep	AE2S	Apex	Bolton & Menk	Burian	Houston	KLJ	Moore		
Appraisals	Compass	Jorge Pagan	Patchin Messner	Tinjum					
Relocation Assistance	HDR	SRF	WSB						
Construction Materials Testing	AET	Braun	Terracon						
Asbestos	Ackerman	Braun	Stantec	Terracon					

Please see enclosed Selection Committee Report of Action and PWPEC Report of Action.

Sincerely,

Nathan Boerboom
Division Engineer

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

CONSULTING ENGINEERING SERVICES

Project No. MS-23-A0 Date of Hearing: 12/19/2022

Routing	Date
City Commission	12/27/2022
Project File	X
Selection Committee	X

Proposals Received for:

Project: MS-23-A0 Location: City Wide

Proposals were received from the following Consultants:

1. Engineering:
   a. Civil Engineering (New Development/Master Planning)
   b. Civil Engineering (Replacement & Reconstruction)
   c. Civil Engineering (Water Resources)
   d. Civil Engineering (Structural Design)
   e. Transportation Engineering
   f. Geotechnical Engineering (Excludes construction materials testing)
   g. Construction Engineering and Staking (Project Management, including onsite construction inspection and surveying.)
   h. Electrical Engineering (Lift Station Control Panel)

2. Land Surveying:
   a. Topographic Surveys
   b. Legal Descriptions
   c. Plat Preparation

3. Land Management Services
   a. Appraisals
   b. Relocation Assistance

4. Materials Testing
   a. Construction (Underground Utilities Installation, Asphalt and Concrete Paving & Flood Control (Levees, Floodwalls, Lift Stations, etc.))
   b. Asbestos

Consultant	1a	1b	1c	1d	1e	1f	1g	1h	2a	2b	2c	3a	3b	4a	4b
AE2S		X	X	X			X	X	X	X	X				
Ackerman-Estvold	X	X	X		X		X							X	
American Engineering Testing (AET)						X									X
Apex Engineering Group	X	X	X		X		X	X	X	X	X			X	
Bolton & Menk	X	X	X	X	X		X		X	X	X				
Braun Intertec						X								X	X
Burian & Associates	X	X	X				X		X	X	X				
Compass Land Consultants												X			
HDR Engineering		X	X	X	X		X	X					X		
Houston Engineering	X	X	X	X	X		X		X	X	X				
KLJ	X	X	X	X	X		X		X	X	X			X	
Lowry Engineering	X						X		X	X	X				
MBN Engineering	X							X							
Moore Engineering	X	X	X				X		X	X	X				
Jorge L. Pagan												X			
Patchin Messner												X			
SEH						X	X	X	X	X	X				
SRF Consulting Group		X		X	X		X						X		
Stantec Consulting Services	X	X	X	X	X		X	X	X					X	
Transportation Collaborative & Consultants (TC2)					X										
Terracon Consultants						X								X	X
Tinjum Appraisal Company												X			
Ulteig Engineers	X	X			X		X	X	X	X	X				
WSB	X	X	X	X	X	X	X		X	X	X		X	X	X

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

Criteria	Points
1. Specialized experience or technical expertise	30
2. Capacity of the organization to perform the work	30
3. Past record of performance on contracts	40

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred Consultants.

The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected the following as the preferred Consultants for each project:

Category	Recommended Consultants								
New Development & Master Planning	Apex	Burian	Houston	KLJ	Lowry	MBN	Moore	Stantec	Ulteig
Replacement & Reconstruction	Apex	Bolton & Menk	Houston	KLJ	Moore				
Water Resources	AE2S	Apex	Bolton & Menk	HDR	Houston	Moore			
Structural Design	AE2S	Houston	KLJ	SRF	WSB				
Transportation Engineering	Bolton & Menk	HDR	KLJ	SRF	TC2	WSB			
Geotechnical Engineering	AET	Braun	SEH	Terracon	WSB				
Construction Engineering & Staking	Apex	Bolton & Menk	Houston	KLJ	Moore	Ulteig			
Electrical Engineering (Lift Station Control Panel)	AE2S	Apex	MBN	SEH	Ulteig				
Topographic Surveys	Apex	Bolton & Menk	Houston	KLJ	Moore	SEH			
Legal Descriptions	AE2S	Apex	Bolton & Menk	Burian	Houston	KLJ	Moore		
Plat Prep	AE2S	Apex	Bolton & Menk	Burian	Houston	KLJ	Moore		
Appraisals	Compass	Jorge Pagan	Patchin Messner	Tinjum					
Relocation Assistance	HDR	SRF	WSB						
Construction Materials Testing	AET	Braun	Terracon						
Asbestos	Ackerman	Braun	Stantec	Terracon					

RECOMMENDED MOTION:

Concur with the Consultant Selection Committee's recommendation for the selection of Consultants for the Master Services Agreement.

COMMITTEE

	Present	Yes	No	Unanimous
				☑
Brenda Derrig, City Engineer	☑	☑	☐	
Tom Knakmuhs, Assistant City Engineer	☑	☑	☐	
Nathan Boerboom, Division Engineer	☑	☑	☐	
Jeremy Gorden, Division Engineer	☑	☑	☐	
Kevin Gorder, Division Engineer	☑	☑	☐	
Jody Bertrand, Division Engineer	☑	☑	☐	
Shawn Bullinger, Land Acquisition Specialist	☑	☑	☐	
Brent Wacha, Survey Coordinator	☑	☑	☐	
Rob Hasey, Civil Engineer I	☑	☑	☐	

ATTEST:

on behalf of

Brenda Derrig, PE
City Engineer

C:

Ryan Grubb, PE	AE2S
Tim Arens, PE	Ackerman Estvold
Nick Berglund, PE	American Engineering Testing
Matt Kinsella, PE	Apex Engineering Group
Mike Bittner, PE	Bolton & Menk
Ezra Ballinger, PE	Braun Intertec
Steve Burian, PE	Burian & Associates
Jeff Olson	Compass Land Consultants
Brian King, PE	HDR Engineering
Jerry Bents, PE	Houston Engineering
Jorge L. Pagan	Jorge L. Pagan
Scott Middaugh, PE	KLJ
Jon Lowry, PE	Lowry Engineering
Tony Eukel, PE	MBN Engineering
Kurt Lysne, PE	Moore Engineering
Brent Pederson	Patchin Messner
Dan Triller, PE	SEH
Jacob Nordick, PE	SRF Consulting Group
Cavin Berube, PE	Stantec Consulting Services
Matt Pacyna, PE	Transportation Collaborative & Consultants
Jonathan Ellingson, PG	Terracon Consultants
Brian Tinjum	Tinjum Appraisal Company
Michael Campion, PE	Ulteig
Travis Wieber, PE	WSB

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-23-A0 Type: Advertisement for Master Service Agreements

Location: Citywide Date of Hearing: 10/24/2022

Routing	Date
City Commission	12/27/2022
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed a communication from Division Engineer, Nathan Boerboom, regarding advertisement for Master Service Agreements (MSAs) for Professional Engineering, Land Surveying, Land Management and Materials Testing Services.

In 2019, the City entered into Master Service Agreements with Professional Consultants to occasionally provide additional resources to Engineering that can be utilized in the development of Capital Improvement Projects. Typical assistance requested is design in specialty areas that Engineering staff does not have expertise on, as well as, projects with short design timelines when our internal resources are fully obligated.

Since the current MSAs are set to expire in February 2023, Engineering has developed a Request for Qualifications (RFQ) to receive proposals for new MSAs with Professional Consultants. It is proposed that the new MSAs would be in place for a three year time period (2023-2025) with the ability to extend the MSAs with the Professional Consultants twice, each for an additional year (2026 & 2027). This time period was previously discussed with PWPEC and approved by City Commission earlier this year.

Please note that Engineering previously solicited the current MSAs through two RFQs. The first was for Professional Engineering, Land Surveying, and Land Management Services, and the second was for only Materials Testing Services. The current RFQ has been drafted to combine all of these services into one document to improve efficiency of the review of the proposals and eventual administration of the MSAs.

Staff is recommending to advertise for Master Service Agreements.

On a motion by Ben Dow, seconded by Steve Dirksen, the Committee voted to recommend approval of the advertisement for Request for Qualifications for Master Service Agreements.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the advertisement of the Request for Qualifications for Master Service Agreements for Professional Engineering, Land Surveying, Land Management, and Materials Testing Services to assist the Engineering Department for a three year time period (2023-2025) with the ability to extend the MSAs twice, each for an additional year (2026 & 2027).

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	Bruce Grubb
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

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Nathan Boerboom, Division Engineer

Date: October 20, 2022

Re: Project No. MS-23-A0 – Advertisement for Master Service Agreements for Professional Engineering, Land Surveying, Land Management, and Materials Testing Services

---

Background:

In 2019, the City entered into Master Service Agreements (MSAs) with Professional Consultants to occasionally provide additional resources to Engineering that can be utilized in the development of Capital Improvement Projects. Typical assistance requested is design in specialty areas that Engineering staff does not have expertise on, as well as, projects with short design timelines when our internal resources are fully obligated.

Since the current MSAs are set to expire in February 2023, Engineering has developed a Request for Qualifications (RFQ) to receive proposals for new MSAs with Professional Consultants. It is proposed that the new MSAs would be in place for a three year time period (2023-2025) with the ability to extend the MSAs with the Professional Consultants twice, each for an additional year (2026 & 2027). This time period was previously discussed with PWPEC and approved by City Commission earlier this year.

Please note that Engineering previously solicited the current MSAs through two RFQs. The first was for Professional Engineering, Land Surveying, and Land Management Services, and the second was for only Materials Testing Services. The current RFQ has been drafted to combine all of these services into one document to improve efficiency of the review of the proposals and eventual administration of the MSAs.

Recommended Motion:

Approve the advertisement of the Request for Qualifications for Master Service Agreements for Professional Engineering, Land Surveying, Land Management, and Materials Testing Services to assist the Engineering Department for a three year time period (2023-2025) with the ability to extend the MSAs twice, each for an additional year (2026 & 2027).

NAB/klb

FARGODOME

11

December 20, 2022

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

RE: PiggyBack Procurement for purchase of riding scrubber (M30-LP) using Minnesota State Contract Release S-871(5) – Industrial Sweepers, Sweeper-Scrubbers and Scrubbers – Contract #186080 w/ Tennant Sales & Service Company – PBC22-186080

Commissioners:

The Fargo Dome Authority requests your approval of the PiggyBack procurement for the purchase of a Tennant MD30-LP Sweeper/Scrubber combo, in the amount of $83,585.74, from Tennant Sales & Service Company using Minnesota State Contract Release S-871(5) – Industrial Sweepers, Sweeper-Scrubbers and Scrubbers Contract #186080 with Tennant Sales and Service Company.

This item was reviewed and approved by the City of Fargo Finance Committee at their meeting on October 31, 2022.

Funding for this purchase is contained within the FARGODOME Capital Budget which has been previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the PiggyBack procurement for the purchase of a Tennant MD30-LP Sweeper/Scrubber combo, in the amount of $83,585.74, from Tennant Sales & Service Company using Minnesota State Contract Release S-871(5) – Industrial Sweepers, Sweeper-Scrubbers and Scrubbers Contract #186080 with Tennant Sales and Service Company.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

FARGODOME

City of Fargo Finance Committee
225 4th Street North
Fargo, ND 58102

Finance Committee Members:

The Fargo Dome Authority requests your approval of the piggyback procurement of using Tennant Sales and Service Company for the purchase of an M30-LP riding sweeper-scrubber to replace the existing Tennant riding sweeper-scrubber here at FARGODOME. This is part of the Minnesota State Contract Release S-871(5) – INDUSTRIAL SWEEPERS, SWEEPER-SCRUBBERS AND SCRUBBERS and using Contract # 186080 with Tennant Sales and Service Company.

The Fargo Dome Authority has a project line item already included, and approved, in the 2023 FARGODOME Capital Budget for this equipment purchase. This purchase price falls within the already approved budget amount and is being ordered at this time as there is a current lead time for this equipment of approximately 40 weeks. FARGODOME will not be invoiced for this purchase until a ship date has been confirmed by Tennant, which is expected sometime during Summer of 2023.

Requested Motion: To approve the piggyback procurement request to purchase the M30-LP Sweeper/Scrubber from Tennant Sales and Service Company utilizing the Minnesota State Contract Release S-871(5) – INDUSTRIAL SWEEPERS, SWEEPER-SCRUBBERS AND SCRUBBERS and Contract #186080 with Tennant Sales and Service Company.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Tennant Sale & Service Co

Estimated Dollar Amount of Purchase:

$83,585.74

Is this procurement funded by a federal grant?

NO

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

The project/service is required to:

Replace the existing Tennant M30-LP Sweeper/Scrubber that has reached end of life status

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

Tennant is the manufacturer of the existing scrubber/sweeper at Fargodome, along with the other riding vacuum, riding sweeper and riding scrubber equipment operated by Fargodome

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

Using a Piggyback purchase utilizing contract release S-871(5) - INDUSTRIAL SWEEPERS, SWEEPER-SCRUBBERS AND SCRUBBERS through the Minnesota Office of State Procurement and MN State Contract #186080 with Tennant Sales and Service Company

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

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

N/A

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

See attached contract for reference.

Signature: _____ (Requestor)

Printed Name: Rob Sobolik

Department: Fargodome

Title: General Manager

Date: October 26, 2022

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

_____ **(Requestor initials)**

TENNANT COMPANY
Tennant Sales and Service Company
10400 Clean Street
Eden Prairie, MN 55344-2650 USA
Tel: 1-800-553-8033
Fax: 1-763-513-2142

Quotation

Ship-To
CITY OF FARGO
FARGODOME AUTHORITY
1800 N UNIVERSITY DR
FARGO ND 58102-2241

Customer Number 40095757
CITY OF FARGO
FARGODOME AUTHORITY
1800 N UNIVERSITY DR
FARGO ND 58102-2241

Quotation Number **24850902**
Quotation Date 10/21/2022
Valid Until 12/21/2022
PO Number M30-2000 QUOTE

Buyer RUSSELL SUNDERLAND
Tel 701-219-0068
Delivery Terms
FOB SHIPPING PT FRT PPD & ADD
Payment Terms
Net 30 Days
Currency US Dollars

Bill-To
CITY OF FARGO
FARGODOME AUTHORITY
1800 N UNIVERSITY DR
FARGO ND 58102-2241

Qty	Unit	Material	Description	Unit Price	Extended Value

Notes
MN STATE CONTRACT # 186080

1	PC	M-M30	MODEL MM30 SWEEPER/SCRUBBER	

Machine Warranty: Parts 36 m/ Labor 24m / Trip 6m/ 2000 hr

Reference Number: M30-LP

Machine as equipped

Standard Configuration	**M30-2000**
Trim Level	**Membrane Panel**
Cleaning Technology	**Conventional**
Squeegee Material	**Linatex**
Power Source	**LPG**
LPG Tank	**Full**
UL/ETL Rating	**UL Type LP**
Productivity Package	**Yes**
Side Brush Type	**Scrubbing**
Side Brush Location	**Right Hand**
Power Wand/Vacuum Wand	**Vacuum Wand**
Spray Nozzle with Hose	**Yes**
Dust Control System	**Dry**
Heavy Duty Squeegee Protection	**Yes**

Prepared By: Matthew Leneau, Customer Service Representative

TENNANT COMPANY
Tennant Sales and Service Company
10400 Clean Street
Eden Prairie, MN 55344-2650 USA
Tel: 1-800-553-8033
Fax: 1-763-513-2142

Quotation

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Net 30 Days
Currency US Dollars

Bill-To
CITY OF FARGO
FARGODOME AUTHORITY
1800 N UNIVERSITY DR
FARGO ND 58102-2241

Qty	Unit	Material	Description	Unit Price	Extended Value
		Front Tire(s)	**High Traction**		
		Rear Tire(s)	**Solid Rubber**		
		Warning Lights and Alarms	**AV BU Alarm-Strobe on Tank**		
		Fire Extinguisher	**Yes**		
		Cleaning Tool	**Polypropylene Brush**		
		Side Cleaning Tool	**Polypropylene Brush**		
		Warranty	**Standard Warranty**		
		Operator Manual	**English**		
		Parts Manual	**Yes**		
		Packaging	**Pad Wrap**		
			Price	88,921.00	88,921.00
			Additional Discounts	-5,335.26	-5,335.26
			Net Value	83,585.74	83,585.74
		Subtotal			83,585.74
		Total			83,585.74

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: S-871(5)

DATE: DECEMBER 10, 2021

PRODUCT/SERVICE: INDUSTRIAL SWEEPERS, SWEEPER-SCRUBBERS AND SCRUBBERS

CONTRACT PERIOD: DECEMBER 1, 2020, THROUGH NOVEMBER 30, 2022

EXTENSION OPTIONS: UP TO 36 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): JACK MOORE

PHONE: 651.201.2427 **E-MAIL:** jack.moore@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like items. State agencies and CPV members should review and compare all multiple award Contract Vendors in order to ensure the best value for their potential purchase. Factors such as, but not limited to, cost, equipment warranty terms, vendor location, delivery lead times, available substitutes, selected options and current fleet and equipment or parts inventory levels all may contribute to the total cost/value of an individual purchase. Multiple vendors may be able to satisfy the requirements of the purchaser and therefore it is important for the purchaser to review all Contracts and Contract prices before executing an order.

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY ARO
IMPERIAL BAG & PAPER CO. DBA DALCO ENTERPRISES, INC. NEW BRIGHTON 300 5TH AVE NW NEW BRIGHTON, MN 55112	**198172**	**NET 30**	**1 TO 7 DAYS STOCK** **10 DAY MINIMUM** **FOR SPECIAL**

VENDOR NO: 0001092233-001

ANN FLOR
CUSTOMER SERVICE
OFFICE: 800.950.1975 | **EMAIL:** ORDERS@DALCOONLINE.COM

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY ARO
NILFISK, INC 9435 WINNETKA AVE BROOKLYN PARK, MN 55445	**186089**	**NET 30**	**25 TO 45 DAYS**

VENDOR NO: 0000192697-001

TINA BARTHEL
GOVERNMENT CUSTOMER SERVICE
PHONE: 763.745.3762 | **FAX:** 800.369.0458 | **EMAIL:** GOVERNMENTSALES@NILFISK.COM

Contract Release: S-871(5)

NILFISK DISTRIBUTOR #1
FAIRCHILD EQUIPMENT
ADDRESS: 15735 Central Ave NE, Ham Lake, MN 55304
CONTACT: Dough Larsen
PHONE: 612.819.5032 | **FAX:** 763.434.8328 | **EMAIL:** DOUG.LARSEN@FAIRCHILDEQUIPMENT.COM
VENDOR NO: 0000796238-001

NILFISK DISTRIBUTOR #2
FORKLIFTS OF MN
ADDRESS: 2201 W 94TH S, Bloomington, MN 55431
VENDOR NO: 0000201993-001
CONTACT: Gary Ridout
PHONE: 952.887.5400 | **FAX:** 763.434.8328 | **EMAIL:** GRIDOUT@FORKLIFTSOFMN.COM

***Purchase orders can encumber under Nilfisk, Inc., Fairchild Equipment, or Forklifts of MN. SWIFT users encumbering under an alternate distributor, should enter the proper vendor number to make the PO process correctly.**

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY ARO
TENNANT SALES & SERVICE CO	**186080**	**NET 30**	**4 TO 11 WEEKS**

701 N LILAC DR
PO BOX 1452
MPLS, MN 55440

VENDOR NO: 0000236980-001

Garret Olson
GOVERNMENT CONTRACTS AND BIDS ADMINISTRATOR
PHONE: 800.553.8033 | **EMAIL:** CSDISTRIBUTION@TENNANTCO.COM

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the Contract Feedback Form.

Contract Release: S-871(5)

Make & Model	Contractor
Advance SC 750 ST Walk-Behind	Nilfisk, Inc
Advance SC 800 CYL with Eco Flex Walk Behind 28"	Nilfisk, Inc
Advance SC 800 CYL Walk Behind 28"	Nilfisk, Inc
Advance SC 800 Disc with EcoFlex Walk-Behind 28"	Nilfisk, Inc
Advance SC 800 Disc Walk-Behind 28"	Nilfisk, Inc
Advance SC 800 Disc with EcoFlex Walk-Behind 34"	Nilfisk, Inc
Advance SC800/SC 800ST Disc Walk-Behind	Nilfisk, Inc
Advance SC901 Walk-Behind	Nilfisk, Inc
Advance SC1500 Stand On	Nilfisk, Inc
Advance Advenger Rider	Nilfisk, Inc
Advance Adgressor Rider	Nilfisk, Inc
Advance SC6000 CYL with EcoFlex 36" Rider	Nilfisk, Inc
Advance SC6000 CYL 36" Rider	Nilfisk, Inc
Advance SC6000 Disc with EcoFlex 34" Rider	Nilfisk, Inc
Advance SC6000 Disc 34" Rider	Nilfisk, Inc
Advance SC6000 Disc with EcoFlex 40" Rider	Nilfisk, Inc
Advance SC6000 Disc 40" Rider	Nilfisk, Inc
Advance SC6500 Rider	Nilfisk, Inc
Advance SC8000 Rider	Nilfisk, Inc

TENNANT SALES & SERVICE CO. PRICE SCHEDULE
CONTRACT NO. 186080

Sweeper

Make & Model	Contractor
Tennant 800D Rider	Tennant Sales & Service
Tennant 800G LP Rider	Tennant Sales & Service
Tennant 3640E Walk-Behind	Tennant Sales & Service
Tennant S10 B Walk-Behind	Tennant Sales & Service
Tennant S16L Rider	Tennant Sales & Service
Tennant S16H Rider	Tennant Sales & Service
Tennant S20D Rider	Tennant Sales & Service
Tennant S20LP Rider	Tennant Sales & Service
Tennant S20G Rider	Tennant Sales & Service
Tennant S30G Rider	Tennant Sales & Service
Tennant S30D Rider	Tennant Sales & Service
Tennant S30D LP Rider	Tennant Sales & Service

Sweeper-Scrubber

Make & Model	Contractor
Tennant M17 Rider	Tennant Sales & Service
Tennant M20D Rider	Tennant Sales & Service

Contract Release: S-871(5)

Make & Model	Contractor
Tennant M20G Rider	Tennant Sales & Service
Tennant M20LP Rider	Tennant Sales & Service
Tennant M30D Rider	Tennant Sales & Service
Tennant M30G Rider	Tennant Sales & Service
Tennant M30LP Rider	Tennant Sales & Service

REVISIONS:

12/01/21 Amendment No. 1 executed with Dalco Enterprises, Contract No. 198172, to extend the Contract through November 30, 2022 and incorporate an updated Price Schedule reflecting an average 7% price increase. Amendment No. 1 executed with Nilfisk, Inc., Contract No. 186089 to extend the Contract through November 30, 2022 and incorporate an updated Price Schedule reflecting 7% price increase. AMS change from Kathryn Kemerley to Jack Moore.

12/10/21 Amendment No. 2 with Nilfisk, Inc., Contract No. 186089 to correct pricing on tab 3.0Sweeper-Scrubber CS7010 – part #56511775.

12/10/21 Amendment No. 1 executed with Tennant Sales Contract, No. 186080, to extend the Contract through November 30, 2022 and incorporate an updated Price Schedule reflecting 7% price increase

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.298.6929
www.FargoCassPublicHealth.com

(12)

Fargo Cass Public Health
Prevent. Promote. Protect.

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 9, 2022

RE: NOTICE OF GRANT AWARD AMENDMENT FOR FUNDING WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE RYAN WHITE PART B PROGRAM.
NO. G21.644A CFDA 93.917
FUNDS: $100,000
EXPIRES:3/31/2023

This is a request to approve the attached notice of grant award amendment with the North Dakota Department of Health and Human Services for Ryan White Part B Program, HIV Care Formula Grants resulting in additional $100,000 in funds.

2023 Expense Ryan White	**101-6040-451-33-58**	**$50,000**
2023 Revenue Ryan White	**101-0000-331-12-09**	**$50,000**

If you have questions please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the Agreement amendment with North Dakota Department of Health for Ryan White Case Management.

DF/lls
Attachment

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (09-2022)

Grant Number G21.644A	CFDA Name HIV Care Formula Grants		CFDA Number 93.917
FAIN Number X07HA00043	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 4/1/2022	Grant End Date 3/31/2023
Federal Award Date 03/03/2022	Federal Awarding Agency Health Resources Services Administration (HRSA)		

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

Title of Project/Program Ryan White Part B Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code 2201 HLH 5433-03: $60,000 2201 HLH 5433-09: $215,000
Grantee Name Fargo Cass Public Health	Project Director Lindsey VanderBusch
Address 1240 25th St S	Address 600 East Boulevard Ave., Dept 325
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Desi Fleming	Contact Name Lindsey VanderBusch
Telephone Number 701-241-1360	Telephone Number 701-328-4555
Email Address dfleming@fargond.gov	Email Address lvanderbusch@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$100,000	$0	$100,000
Previous Funds Awarded	$175,000	$0	$175,000
Total Funds Awarded	$275,000	$0	$275,000
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☐ De minimis rate of 10%	☒ Negotiated/Approved rate of 10 %

Scope of Service
This amendment provides additional funding in the amount of $100,000 for the continued support of the Ryan White Part B Program as noted in the original agreement.

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

Special Conditions
All special conditions of the original agreement remain the same.

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

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 12/12/22	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Unit Director Sexually Transmitted and Blood Borne Diseases	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Christopher D. Jones, Executive Director	

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

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.298.6929
www.FargoCassPublicHealth.com

(13)

Fargo Cass Public Health
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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 9, 2022

RE: NOTICE OF GRANT AWARD AMENDMENT FOR FUNDING WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR COVID-19 PREVENTATIVE SERVICES RECOVERY.
NO. G21.1097A CFDA 93.391
FUNDS: -
EXPIRES: 5/23/2024

This is a request to approve the grant award amendment from the North Dakota Department of Health and Human Services for funding to help Fargo Cass Public Health building back preventative and outreach services that were impacted from COVID-19. The amendment is to increase the expiration date from 05/31/2023 to 05/31/2024.

No budget adjustments are needed.

If you have questions please contact Desi Fleming at 241.1380.

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

DF/lls
Attachment

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (09-2022)

Grant Number G21.1097A	CFDA Name Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises		CFDA Number 93.391
FAIN Number NH75OT000095	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 10/1/2022	Grant End Date 5/31/2024
Federal Award Date 5/28/2021	Federal Awarding Agency United States Department of Health and Human Services		

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

Title of Project/Program COVID-19 Preventive Services Recovery	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4511 HLH 4903 51
Grantee Name Fargo Cass Public Health	Project Director Kelly Nagel
Address 1240 25th Street South	Address 600 East Boulevard Ave, Dept. 325
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name: Desi Fleming	Contact Name: Kelly Nagel
Telephone Number: 701-241-1360	Telephone Number: 701-328-4596
Email Address: dfleming@fargond.gov	Email Address: kjnagel@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$0	$0	$0
Previous Funds Awarded	$100,000	$0	$100,000
Total Funds Awarded	$100,000	$0	$100,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of 10%	☐ Negotiated/Approved rate of _____%

Scope of Service

This amendment extends the grant end date from 5/31/2023 to 5/31/2024. All other scope of service requirements of the original agreement remain the same.

Reporting Requirements

This amendment removes Attachment B as noted in the original agreement, removes the following statement "Progress report for the period ending May 31, 2023, must be received by June 30, 2023." as noted in the original agreement, and adds the following:
Progress report for the period ending June 30, 2023 must be received by July 31, 2023.
Progress report for the period ending September 30, 2023 must be received by October 31, 2023.
Progress report for the period ending December 31, 2023 must be received by January 31, 2024.
Progress report for the period ending March 31, 2024 must be received by April 30, 2024.
Progress report for the period ending May 31, 2024 must be received by June 30, 2024
Expenditure report for the period ending June 30, 2023 must be received by July 14, 2023.
Expenditure report for the period ending May 31, 2024 must be received by June 28, 2024.
All other reporting requirements of the original agreement remain the same.

Special Conditions

All special conditions of the original agreement remain the same.

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

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 12/12/22	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Kelly Nagel, Unit Director, Systems and Performance	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, City of Fargo, Mayor		Typed Name/Title of Authorized Representative Christopher D. Jones, Executive Director	

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

THE CITY OF Fargo FAR MORE

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Fargo Cass Public Health
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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 12, 2022

RE0: AGREEMENT FOR SERVICES WITH GREAT OUTCOMES CONSULTING, LLC FOR A MAXIMUM OF $10,000

The attached Agreement for Services with Great Outcomes Consulting, LLC is for Fargo Cass Public Health to act as a fiscal agent for the Community Wellness Coalition, a group which was formed and tasked with starting a "Blue Zones-like" initiative in the Fargo area.
No budget adjustment is required for this contract. This is a micro purchase based on the City of Fargo purchasing policy.

Suggested Motion: Move to approve the contract agreement for services with Great Outcomes Consulting, LLC.

DF/lls
Attachment

THE CITY OF Fargo FAR MORE

AGREEMENT FOR SERVICES

Fargo Cass Public Health
Prevent. Promote. Protect.

THIS AGREEMENT, effective the 1st day of October, by and between Fargo Cass Public Health ("FCPH"); acting as fiscal agent for the Community Wellness Coalition; and Great Outcomes Consulting, LLC (Independent Contracting Consultant).

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 October 1, 2022, through September 30, 2023.

B. Services to be provided by independent contractor:

Phase III

- Work on organizing documents in preparation for formalizing organizational structure (including member transition and dissolution)
- Research on neighborhood-based SDoH approaches used in other communities
- Setting milestones for the next phases of the work (to clarify phasing of the work and general flow)

C. Reimbursement:

Fee structure

Facilitator and colleague for up to three meetings (per meeting)	$2,080
Research and neighborhood models used in other communities[1]	$1,880
Draft prepared for official documentation of organizational structure	$1,880
Total for Phase III	**$10,000**

[1] The documents will give attorneys and accountants the foundation to create the needed official documents for establishing the organization and filing whatever paperwork is needed.

Fargo Cass Public Health will use funds from North Dakota Department of Health and Human Services Preventative Health and Health Services Block Grant (HE103).

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

By Desi Fleming
Desi Fleming,
Director of Public Health

Date 12/12/22

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

GREAT OUTCOMES CONSULTING, LLC

By Leann Wolff
Leann Wolff (Dec 12, 2022 09:35 CST)
Leann Wolff
Independent Contractor

Date Dec. 12, 2022

By _____
Larry Anderson, Jr.
Community Wellness Coalition

Date 12/12/22

Greater Outcomes FM Wellness

Final Audit Report 2022-12-12

Created:	2022-12-12
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJhmbx9YhAY9s421uY3Awp_tcoKuvp6tf

"Greater Outcomes FM Wellness" History

Document created by Lori Sall (lsall@FargoND.gov)
2022-12-12 - 3:30:21 PM GMT

Document emailed to lwolff@greatoutcomesconsulting.com for signature
2022-12-12 - 3:30:39 PM GMT

Email viewed by lwolff@greatoutcomesconsulting.com
2022-12-12 - 3:33:28 PM GMT

Signer lwolff@greatoutcomesconsulting.com entered name at signing as Leann Wolff
2022-12-12 - 3:35:06 PM GMT

Document e-signed by Leann Wolff (lwolff@greatoutcomesconsulting.com)
Signature Date: 2022-12-12 - 3:35:08 PM GMT - Time Source: server

Agreement completed.
2022-12-12 - 3:35:08 PM GMT

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.298.6929
www.FargoCassPublicHealth.com

(15)

Fargo Cass Public Health
Prevent. Promote. Protect.

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 12, 2022

RE0: AGREEMENT FOR SERVICES WITH METRO PLAINS MANAGEMENT FOR BLOOD PRESSURE SCREENING CLINICS AND/OR HEALTH EDUCATION
FUNDS: $2,112

The attached Agreement for Services with Metro Plains Management is for Fargo Cass Public to provide a total of 48 hours of service at their locations: Dakota Commons, Homefield I, Homefield II, and Homefield III at the rate of $44.00 an hour.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with Metro Plains Management.

DF/lls
Attachment

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 1st day of January, 2023, by and between Fargo Cass Public Health ("FCPH"), 1240 25th Street South, Fargo, ND 58103; and Metro Plains Management, 3541 25th St S, Suite 100, Fargo ND 58104, including Dakota Commons, Homefields I, Homefields II, and Homefields III.

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

A. **Term of Agreement:** The parties entered into a written agreement beginning January 1, 2023 through December 31, 2024.

B. **Services to be provided by Fargo Cass Public Health:** FCPH to provide one hour of nursing time per month for the buildings of Dakota Commons, Homefield I apartments, and Homefield II apartments, Homefields III under the management of Metro Plains. Services will be in the form of blood pressure screening clinics or health education. Any change to service provision must be agreed upon by both participating agencies.

C. **Reimbursement:** The contracting agency shall be reimbursed at a rate of $44.00 per hour for a total of 48 hours per year. FCPH will bill quarterly for the above services.

D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.

E. **Confidentiality:** The Contracting agency 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. 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.

B. 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 Metro Plains Management and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

By Desi Fleming
Desi Fleming,
Director of Public Health

Date 12/12/22

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

METRO PLAINS MANAGMENT

By Tracey Jacques
Name: Tracey Jacques
Title: Regional Manager

Date 12/12/2022

Metro Plains Agreement 2022 NUR

Final Audit Report 2022-12-12

Created:	2022-12-12
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMx9Pcl2ze37tW98tiguEID-44vmDvAhp

"Metro Plains Agreement 2022 NUR" History

Document created by Lori Sall (lsall@FargoND.gov)
2022-12-12 - 5:13:20 PM GMT

Document emailed to Tracey Jacques (tjacques@metroplains.com) for signature
2022-12-12 - 5:13:29 PM GMT

Email viewed by Tracey Jacques (tjacques@metroplains.com)
2022-12-12 - 5:15:09 PM GMT

Document e-signed by Tracey Jacques (tjacques@metroplains.com)
Signature Date: 2022-12-12 - 5:17:08 PM GMT - Time Source: server

Agreement completed.
2022-12-12 - 5:17:08 PM GMT

THE CITY OF Fargo
FAR MORE

HUMAN RESOURCES DEPARTMENT
Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1321 | Fax: 701.476.6707
www.FargoND.gov

(16)

To: Board of City Commissioners

From: Jill Minette
Director of Human Resources JM

Re: Request for Out-of-Grade Pay

Date: December 21, 2022

David Zibolski, Police Chief, submitted a request for Bill Ahlfeldt, Police Lieutenant (grade 17P) to receive out-of-grade pay for acting as an interim Captain (grade 18P) while Captain Helmick is attending the National FBI Academy. The additional cost of out-of-grade pay is $1.77 per hour. The request is for the out-of-grade pay to be effective January 2, 2022 through March 19, 2023.

This request has been reviewed and approved by City Administration.

Suggested Motion:

Approve the request to award out-of-grade pay to Lieutenant Bill Ahlfeldt effective January 2 through March 19, 2023.

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THE CITY OF Fargo FAR MORE | INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Memorandum

DATE: December 22nd, 2022

TO: Mayor Mahoney and Board of City Commissioners

FROM: Shawn Ouradnik, Inspections Director

SUBJECT: Signing of contract for 924 5th St S, Fargo, ND 58103

Commissioners:

On December 12th, 2022, a demolition proposal for the buildings at the address of 924 5th St S, Fargo, ND 58103 of $68,275.75 submitted by Pioneer LLC was accepted at the City of Fargo City Commission meeting.

SUGGESTED MOTION:

Accept and confirm the contract for demolition as drafted by the City Attorney and the Building Inspections Department.

AGREEMENT FOR PROPERTY DEMOLITION

This AGREEMENT FOR PROPERTY DEMOLITION (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **PIONEER LLC**, a North Dakota Limited Liability Company, whose address is 4041 36th Avenue South, Fargo, North Dakota 58104 (hereinafter "Contractor").

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

1. Contractor is hereby awarded the Contract to demolish **924 5th Street South, Fargo, North Dakota, 58103** ("Demolition Property"), in accordance with the attached Request for Proposals ("RFP") Specifications, attached hereto as Exhibit A. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the RFP Specifications, Addendum No. 1 (attached hereto as Exhibit B), and Pioneer LLC Proposal Form (attached hereto as Exhibit C). In addition, Contractor must provide a Certificate of Insurance and Contract Bond or similar documents acceptable to the City; all of which are incorporated by reference and made part of this Agreement.

2. Contractor must abide by all applicable laws. Contractor agrees to indemnify and hold harmless the City from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property upon the Demolition Property, including any person or property in or upon Demolition Property caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Agreement, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Agreement. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Agreement, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of

this Agreement for the indemnity of the City. All property kept, maintained, or stored on Demolition Property shall be so kept, maintained and stored at the sole risk of Contractor.

3. Contractor shall commence work under this Agreement within thirty (30) days or at such other time as agreed after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a breach of contract, and the Contractor and surety shall be liable for the full amount of the Agreement. If, at any time during the prosecution of the work, in the opinion of the Inspections Building Official, Contractor is not employing the necessary resources to timely complete the Agreement, or performing in an un-workmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a breach of contract, and the Contractor and surety shall be liable on their bond for the full amount of the Agreement price. The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

4. Neither the abandonment of this Agreement by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

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

6. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

7. The effective date of this Agreement is the date of final signature by the undersigned entities.

[*Signature pages to follow.*]

DATED this 12 day of December, 2022.

PIONEER LLC,
a North Dakota Limited Liability Company

By _____

Its Pres.

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 person identified herein, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL)

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 and STEVEN SPRAGUE, to me known to be the Mayor and Auditor of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL)

THE CITY OF Fargo
FAR MORE

(18)

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR NC

DATE: DECEMBER 13, 2022

RE: CONTINUATION OF SUPPORT FOR CHURCHES UNITED FOR END OF 2022

In January 2022, the City Commission approved continuing the activity to support the Churches United womens emergency shelter which initiated during the pandemic. An agreement was executed in March 2022 for 2022 operations. We received a request to support increase labor costs for expenses in November and December. The funding is available in the ARP Sheltering allocation which was approved at the April 18, 2022 City Commission meeting, included was a sheltering assistance allocation in the ARP first allocation.

Labor costs for shelter staff has increased 130% above budget. To help cover increased labor costs, staff is recommending an additional $100,000 for Churches United's operations for November and December 2022. Planning Department is requesting $100,000 be transferred from ARP Sheltering to Churches United, Account #255-8540-409.38-45, project DS2150.

In additional to critical overflow sheltering, Churches United conducts its own fundraising to run several concurrent programs to prevent and end homelessness.

Recommendation:
Approve executing attached agreement amendment between the City of Fargo and Churches United to increase funding by $100,000 for 2022.

EQUAL HOUSING OPPORTUNITY

AMENDMENT #1 OF SUBRECIPIENT AGREEMENT
BETWEEN CITY OF FARGO (Grantor) AND
CHURCHES UNITED FOR THE HOMELESS (Subrecipient)

In reference to the Subrecipient Agreement to undertake certain activities with Covid-19 grant funds, made by and between **City of Fargo** (Grantor) and **Churches United** (Subrecipient) and entered into on January 1, 2022, such agreement is hereby amended to include the following conditions:

Paragraph 1 is amended to state: "...and Churches United for the Homeless (the "Subrecipient"), a North Dakota non-profit organization whose DUNS number is DUNS #36-442-2857.

Paragraph 2 is amended to state: "WHEREAS, the City is willing to make available up to **$450,000** for the purposes outlined herein, in particular to shelter low income and vulnerable populations, an increase of $100,000 from the original agreement.

Paragraph 3 is inserted to state: "WHEREAS, the funds are from the City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation of $20,205,034 awarded by the US Treasury as Revenue Loss and Replacement Funds and obligated on March 11, 2021; CDFA #14.218; DUNS #07-026-5871. This award is not made for the purposes of research and development; and"

Part II. Budget & Use of Funds is amended to include the following:

The funds shall be used according to the budget submitted by the Subrecipient. The Subrecipient may revise its City funds up to 10% of the total grant amount per category, excluding administrative fee. Anything more will require approval from City staff, in writing.

Item	**Total**
Labor	$340,500
Security	$7,500
Rent	$39,000
Other Facility Expenses (utilities, supplies, etc.)	$63,000
TOTAL	**$450,000**

Part III(A)(1) Maximum Amount is amended for the total amount to be paid by the City not to exceed $450,000, an increase of $100,000 from the original agreement.

Part V(B) Procurement/Purchasing Requirements is amended to state:

The City of Fargo's source of funds is from the federal allocation of Coronavirus State and Local Fiscal Recovery Funds (SLFRF). These funds are reported to US Treasury as Revenue Loss and Replacement Funds. Monitoring and Reporting Guidance is referenced as the Uniform Guidance, 2 C.F.R. Part 200, and apply to SLFRF awards other than such provisions as Treasury may determine are inapplicable to the award and subject to such exceptions as may be otherwise provided. The 2022 Compliance Supplement also provided that the requirements of 2 C.F.R. Part 200 are applicable unless stated otherwise. As such, recipients are required to follow Subparts A, B, C, and F of the Uniform Guidance for expenses categorized under Expenditure Category 6 "Revenue Replacement." However, given the purpose and very broad scope of eligible uses of the revenue

replacement funds, only a subset of the requirements in Subparts D and E of the Uniform Guidance apply to recipients' use of such funds. The applicable requirements are listed below. In general, these requirements provide that recipients should not deviate from their established practices and policies regarding the incurrence of costs, and that they should expend and account for the funds in accordance with laws and procedures for expending and accounting for the recipient's own funds. 6 Recipients' use of revenue replacement funds remains subject to the other applicable requirements of the SLFRF program, including among other things the deadlines for obligations and expenditures and the application of federal antidiscrimination requirements.

Uniform Guidance Subpart D and E Requirements Applicable to Revenue Loss Funds Used for the Provision of Government Services

Subpart D Post Federal Award Requirements
- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.
- Record Retention and Access (2 C.F.R. 200.334 – 200.338)
- Remedies for Noncompliance (2 C.F.R. 200.339 – 200.343)

Subpart E – Cost Principles
- 200.400(a) - (c), and (e) Policy guide.
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
- 200.404(e) Reasonable costs.

The listing and reference above is not conclusive; the subrecipient is expected to reference the US Treasury's Uniform Guidance for the above for further reference and resource information.

EXHIBIT B Paragraph 1 is amended to state: "REQUIREMENTS AND SUBRECIPENT ASSURANCES AGREEMENT BETWEEN CITY OF FARGO AND SUBRECIPIENT FOR THE PERIOD MAY 1, 2022 THROUGH DECEMBER 31, 2022"

19. SPECIAL CONDITIONS is amended to state: "...Expenditures incurred related to the Scope of Service for this agreement will be covered as early as January 1, 2022."

CHURCHES UNITED FOR THE HOMELESS		**CITY OF FARGO**	
	12/07/2022		
Pastor Sue J. Peterson-Koesterman	Date	Timothy J. Mahoney, M.D	Date
Chief Executive Officer		Mayor	

THE CITY OF Fargo FAR MORE

(19)

FARGO POLICE DEPARTMENT
CHIEF DAVID B. ZIBOLSKI
105 25th Street North
Fargo, ND 58102-4002
Main Line: 701.235.4493 | Fax: 701.297.7789
FargoPolice.com

December 21, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of North Dakota Department of Emergency Services FY 2022 State Homeland Security Grant

Dear Commissioners:

The Fargo Police Department has been awarded a grant from the North Dakota Department of Emergency Service in the amount of $36,000. There is no requirement for the City of Fargo to match any of the grant funding provided.

The Fargo Police Department/Red River Valley SWAT team has been awarded grant funding for the purchase of night vision optics. Additional team night vision optics will help support team core capabilities of protection, response, prevention, mitigation and recovery to a terrorist attack by providing the ability to operate in low light conditions while tactical operators respond to critical incidents.

Recommended Motion:

Sign the North Dakota department of Emergency Service Notice of Grant Award. Accept and approve the grant funding in the amount of $36,000 and adjust the Police Department's 2023 budget line as follows:

- ***Account # 216-0000-331.14-50***

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

Sincerely,

David B. Zibolski
Chief of Police

Cc: Terri Gayhart, Finance Director

Attachments: Document 1: Award Notice
Document 2: Special Conditions
Document 3: Grant Project Overview

NORTH Dakota | Emergency Services
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Program Rules, Regulations, Laws, and Policies for Federal Programs as well as the Reimbursement Processing checklist HSGP - grants.des.nd.gov for more information on the types of documentation your will need to provide to NDDES to show compliance.

To aid sub-recipients we have developed the *Quote (Informal) Request Form* HSGP - grants.des.nd.gov. It is **required** that sub-recipients upload in GMS grants.des.nd.gov on the Project page this form along with copies of quotes (minimum of three must be obtained for any purchases of $10,000 or more) prior to accepting a quote. Please notify Dave Rice at drice@nd.gov when you do this, and Dave will review the quotes for compliance with federal procurement standards and provide feedback within three business days. Sub-recipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance will not be accepted.

Quarterly Project Status Reports are required, including a final report due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter an explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are to be completed in the GMS grants.des.nd.gov according to the following schedule:

- January 1-15 for activity between October 1-December 31
- April 1-15 for activity between January 1 and March 31
- July 1-15 for activity between April 1 and June 30
- October 1-15 for activity between July 1 and September 30

DES Grants System Document Upload Instructions

1. Login at https://grants.des.nd.gov/
2. On your home page Click on **FY 2022 SHSP** – this takes you to a screen with a **red** banner at the top
3. On the left-hand side, Click on **Projects**
4. Click on the FY 2022 SHSP project that shows to the right – this takes you to a screen with a **blue** banner at the top.
5. Toward the bottom of the page on the right, Click on **Add Document** – follow the directions on your screen
6. Click **Upload** to upload your documents

Should you have any questions, please contact Karen Hilfer or Dave Rice at 701-328-8100.

Sincerely,

Debbie LaCombe
Preparedness Chief

DL/rh

NDDES Homeland Security State Radio

Doug Burgum, GOVERNOR
Major General Alan S. Dohrmann, DIRECTOR – DEPARTMENT OF EMERGENCY SERVICES
Darin Hanson, DIRECTOR – DIVISION OF HOMELAND SECURITY
Daniel Donlin, DIRECTOR – DIVISION OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans

PO Box 5511 | Bismarck, ND 58506-5511 | 701.328.8100 | Fax: 701.328.8181 | Email: nddes@nd.gov | des.nd.gov

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 **NOTICE OF GRANT AWARD**	**ND DHS Director:** Darin Hanson PO Box 5511 Bismarck, ND 58506-5511 **Recipient Contact Name:** Debbie LaCombe Telephone: 328-8100
Title of Grant Program: FY 22 State Homeland Security Grant Program	
Federal Award Identification Number: EMW-2022-SS-00076	**Federal Award Date:** September 1, 2022
Federal Awarding Agency: U.S. Department of Homeland Security	
CFDA No. 97.067 Homeland Security Grant Program	**Federal Award to NDDES:** $4,847,500.00

Subrecipient Name and Address: Fargo Police Department 105 25th St N Fargo, ND 58102 **Subrecipient Contact Name:** Mr. William Ahlfeldt Telephone: 701-241-0000 Subrecipient UEI Number: K2QJQZVH5PM6	**Grant Number** 10	**County/Tribe** Cass	
	Performance Period From: October 1, 2022		Through: August 31, 2024

Financial Information Amount of Financial Assistance	**Grant Amount** $36,000.00	**Subrecipient Cost Share**	**Total Project Cost** $36,000.00

All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.

Scope of Service: The intent of NDDES in providing this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the Guidance for this grant program and in accordance with the subrecipient's application. This award is limited to the approved budget located online in DES Grants.

Reporting Requirements: Project Status Reports on project must be submitted to NDDES on a quarterly basis through the NDDES Grants Management Software. Reports are due January 15, April 15, July 15 and October 15 for the life of the grant. A final report is due with the final reimbursement request.

Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.

This award is subject to the terms and conditions incorporated either directly or by reference in the following:

1) Fiscal Requirement and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants.des.nd.gov/site/HSGP.cfm
2) Applicable Federal and State laws and regulations
3) The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.

This contract is not effective until fully executed by both parties. By signing below you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.

Evidence of Subrecipient's Acceptance		**Evidence of DES Approval**	
Signature	Date	Darin Hanson Signature	Date: 10/3/2022
Typed Name and Title of Authorized Representative		**Typed Name and Title of Authorized Representative** Darin Hanson Director	

NORTH Dakota | Emergency Services
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October 3, 2022

Fargo Police Department
Mr. William Ahlfeldt
105 25th St N
Fargo, ND 58102

Dear Mr. Ahlfeldt:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDES) Division of Homeland Security, your grant application submitted for the FY 2022 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of $36,000.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter:

Step 1: Print or download the Notice of Grant Award and Special Conditions
Step 2: Sign page 1 of the Notice of Grant Award
Step 3: Initial all pages (Special Conditions)
Step 4: Upload the signed Notice of Grant Award and initialed Special Conditions pages in the DES Grants System (GMS) grants.des.nd.gov to the Project page (See directions at the end of this letter.)
Step 5: Upload a copy of your jurisdiction's/agency's written procurement policy to the Project page.

Do **NOT** begin any portion of your project including expending funds until the following requirements are met:

- Complete the 2022 Nationwide Cybersecurity Review (NCSR) https://www.cisecurity.org/ms-isac/services/ncsr/. The NCSR is required of all SHSP sub-recipients and opens on October 1, 2022. The deadline for complete the NCSR is February 28, 2023. See the NCSR attachment in the grants management system for additional information and instructions. Once you have completed the NCSR, upload a copy of the 2022 NCSR Completion Certification to the Project page in GMS grants.des.nd.gov. Please put a note in the GMS to drice@nd.gov when you do this so that we are aware it is complete.
- Complete the Environmental and Historical Preservation (EHP) Review form and submit it to Karen Hilfer (khilfer@nd.gov) along with any required pictures or letters. Karen will review the documentation and determine if further review is needed by U.S. Department of Homeland Security (DHS). Review by DHS can take several weeks. Starting your project prior to receiving approval of the EHP from DHS will result in the loss of your funding for this project.

Once you have met the two requirements above, you may begin your project. In doing so, Federal (2 CFR Part 200.318-200.326) eCFR: 2 CFR Part 200 Subpart D - Procurement Standards as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (ex. equipment) and services (ex. planning, training, or exercise activities). **NOTE:** If your application included a brand name or a particular contractor/vendor, this award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR Part 200.319). Please see the *NDDES Fiscal Requirements and Other*

NORTH Dakota | Emergency Services
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SPECIAL CONDITIONS
State Homeland Security Grant Program (SHSP)

1. DHS Standard Terms and Conditions Generally
The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

2. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
- DHS financial assistance sub-recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- By accepting this agreement, sub-recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

3. General Acknowledgements and Assurances
All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- Sub-recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- Sub-recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- Sub-recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

4. Acknowledgement of Federal Funding from DHS
Sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

5. Age Discrimination Act of 1975
Sub-recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

6. Americans with Disabilities Act of 1990
Sub-recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Initial

7. Best Practices for Collection and Use of Personally Identifiable Information
Sub-recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Sub-recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

8. Civil Rights Act of 1964 - Title VI
Sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

9. Civil Rights Act of 1968
Sub-recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100.

10. Copyright
Sub-recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11. Debarment and Suspension
Sub-recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

12. Drug-Free Workplace Regulations
Sub-recipients must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

13. Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude sub-recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

14. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Initial

15. Energy Policy and Conservation Act
Sub-recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

16. False Claims Act and Program Fraud Civil Remedies
Sub-recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

17. Federal Debt Status
All sub-recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

18. Federal Leadership on Reducing Text Messaging while Driving
Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

19. Hotel and Motel Fire Safety Act of 1990
Sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

20. John S. McCain National Defense Authorization Act of Fiscal Year 2019
Sub-recipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS sub-recipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

21. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Sub-recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

22. Lobbying Prohibitions
Sub-recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Initial

23. National Environmental Policy Act
Sub-recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require sub-recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

24. Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

25. Non-Supplanting Requirement
Sub-recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

26. Notice of Funding Opportunity Requirements
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

27. Patents and Intellectual Property Rights
Sub-recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Sub-recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

28. Procurement of Recovered Materials
States, political subdivisions of states (i.e., sub-recipients), and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

29. Rehabilitation Act of 1973
Sub-recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Initial

30. Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements:
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the sub-recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

31. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Sub-recipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

32. SAFECOM
Sub-recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing
Sub-recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Sub-recipients are legally responsible to ensure compliance with the Order and laws.

34. Trafficking Victims Protection Act of 2000 (TVPA)
Trafficking in Persons:
Sub-recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

35. Universal Identifier and System of Award Management
Requirements for System for Award Management and Unique Entity Identifier
Sub-recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

36. USA PATRIOT Act of 2001
Sub-recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

37. Use of DHS Seal, Logo and Flags
Sub-recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Initial

38. Whistleblower Protection Act
Sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

39. Environmental Planning and Historic Preservation (EHP) Review
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the sub-recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

40. Applicability of DHS Standard Terms and Conditions to Tribes
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

41. Acceptance of Post Award Changes
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

42. Disposition of Equipment Acquired Under the Federal Award
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

43. Prior Approval for Modification of Approved Budget
Before making any change to the approved budget for this award, you must request prior written approval from NDDES. NDDES may be required by 2 C.F.R. section 200.308 to request FEMA approval of any budget modifications.

Initial

44. National Cybersecurity Review
Sub-recipients are required to complete the Nationwide Cybersecurity Review (NCSR) to benchmark and measure their progress of improving their cybersecurity posture. The NCSR can be found at https://www.cisecurity.org/ms-isac/services/ncsr.

45. NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs
Sub-recipient is required to also follow the applicable provisions of the NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDES Grants website at https://grants.des.nd.gov.

46. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout
Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDES Grants Management System at https://grants.des.nd.gov.

47. Un-expended Funds
At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDES to expend the de-obligated funds on program costs.

48. Award Acceptance
The Notice of Grant Award and these Special Conditions constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipients is certifying acceptance of the terms and conditions of the award.

Initial

Project S10 - Fargo Police Department - Red River Valley SWAT

Unobligated

Project Details

Number:	S# 10
Title:	Fargo Police Department - Red River Valley SWAT
Type:	GHSGP - General HSGP
Application:	View Application
Eligible Funds:	$36,000.00
Federal Funds:	$36,000.00
Advances Requested:	$0.00
Work Complete %:	0.00% Quarterly Report is 0.00% complete. Project Version 0 is 0.00% complete.
Anticipated Completion Date:	
Project Status:	Unobligated
Work Deadline:	August 31, 2024

Grant

FY 2022 State Homeland Security Program-Regional
State Homeland Security Program
Start Date: September 1, 2022
End Date: August 31, 2024
Work Deadline: August 31, 2024
CFDA Number: 97.067

Applicant

Fargo Police Department
Cass County
UEI: K2QJQZVH5PM6
FIPS:
State#: A1230
DUNS #: 176384915 Type: Special District
Physical/Mailing: 105 25th Street North
Fargo, ND, 58102

Process Checklist

Initial Obligation
Unobligated
View Version View Application

Project Management

Project Closeout

Notes & Comments

Award Acceptance Overdue (34 days) – Debbie LaCombe — November 16 at 7:48 AM

To: William Ahlfeldt
Cc: Gerald Rice (Cc), William Brown (Cc)

Mr. Ahlfeldt: Plese down the award and special conditions, sign, and upload back int the system on the project page. If you need assistance on how to do this, please contact Bill Brown at 701-425-4518. Thank you.

Award Acceptance Overdue (18 days) – Debbie LaCombe — October 31 at 2:03 PM

To: William Ahlfeldt
Cc: William Brown (Cc)

Reminder:

To accept the award and the terms and conditions the following steps were to be completed within 10 days form the date of the award letter (October 3, 2022).

Step 1: Print or download the Notice of Grant Award and Special Conditions

Step 2: Sign the Notice of Grant Award

Step 3: Initial all pages of the Special Conditions

Step 4: Upload the signed Notice of Grant Award and initialed Special Conditions pages into the DES Grants System to the Project page.

Step 5: Upload a copy of your jurisdiction's/agency's written procurement policy to the Project page.

Please complete the above steps by Friday, November 4th.

Thank you.

Award Acceptance Overdue – Debbie LaCombe — October 18 at 9:21 AM

To: William Ahlfeldt

Reminder to sign the award document and initial the special conditions pages and then upload the signed documents back into the system to show acceptance of the award.

2022 State Homeland Security Grant Program Award Documents – Roxann Hopfauf — October 3 at 3:41 PM

To: William Ahlfeldt

Your 2022 SHSP Notice of Grant Award Documents have been uploaded into the Grants Management System on the project page (blue page) under the uploaded documents on the bottom of the page. Please follow the instructions in the Award Letter. Attached are the instructions for completing the 2022 Nationwide Cybersecurity Review (NCSR) and uploading the completion certificate, as stated in your award letter. If you have any questions, please contact Debbie LaCombe (dlacombe@nd.gov (Link: mailto:dlacombe@nd.gov)), Dave Rice 701-328-8250 or (drice@nd.gov (Link: mailto:drice@nd.gov)) or Karen Hilfer 701-328-8254 or (khilfer@nd.gov (Link: mailto:khilfer@nd.gov)).

Project S10 - Fargo Police Department - Red River Valley SWAT

Unobligated

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Grant

FY 2022 State Homeland Security Program-Regional
State Homeland Security Program
Start Date: September 1, 2022
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Applicant

Fargo Police Department
Cass County
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FIPS:
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Fargo, ND, 58102

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Unobligated
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THE CITY OF Fargo FAR MORE

(20)

FARGO POLICE DEPARTMENT
CHIEF DAVID B. ZIBOLSKI
105 25th Street North
Fargo, ND 58102-4002
Main Line: 701.235.4493 | Fax: 701.297.7789
FargoPolice.com

December 21, 2022

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

RE: 2022 Police Department Copier Lease – Service Agreement (PBC23-131)

Commissioners:

Earlier in 2022, cost evaluation process began the purchase/lease of new copiers for police headquarters and the downtown substation. Multiple vendors were contacted and proposals were evaluated. It was determined that utilizing a purchasing consortium was the best solution for the lease and service contract. The State of North Dakota has contract number 131 (Copiers, Printers & Related Devices) available that meets all the City of Fargo purchasing guidelines.

The review committee, consisting of Office Manager Jean Syverson, Office Associate Kathy Lormis and DC Joe Anderson determined which proposals met the specifications required. On December 19, 2022, the Finance Committee was presented and subsequently approved this agenda item. A proposal synopsis along with the Service Agreement Contract is attached for your clarification, consideration, and signature. It is our recommendation to lease from Liberty Business Systems Inc. using the North Dakota State purchasing contract. Funding for this project is included in the Police Department budget.

SUGGESTED MOTION:
Approve the recommendation to lease six (6) Kyocera Copiers through the State of North Dakota purchasing contract for the total amount of $16,460 per year.

Respectfully Submitted,

Travis Stefonowicz
Assistant Chief of Police

Attachment: Contract

LIBERTY BUSINESS SYSTEMS, INC.

Fargo | Grand Forks | Bismarck
Minot | Fergus Falls
800-998-7519 | LibertyBusiness.com

SERVICE CONTRACT AGREEMENT

Date 12/8/2022

BILL TO		
Fargo Police Department 105 25th St N Fargo, ND 58102		
Contact Travis Stefonowicz	*Phone* (701) 241-1420	*Customer#* FA56
Email tstefonowicz@fargond.com		

SHIP TO		
Fargo Police Department 105 25th St N Fargo, ND 58102-4818		
Contact Same	*Phone*	*Customer#* FA56
Email		

CONTRACT DETAIL

Premium Service: $0.00 (premium service rates are included in total; billed as separate line on invoice; onsite connectivity rates are billable at $80/hour and are subject to change without notice)

App Support: $0.00 (app rates are included in total; billed as separate line on invoice; app support not covered billed at $125/hr; rates subject to change without notice)

Total Monthly Service: [X] Included with Payment

Contract Type: Toner Inclusive
Plan Description: Includes Parts, Labor, Toner, and Travel. Excludes Wide Format Machines.

Contract Term: 60

Meter Frequency: Quarterly
Billing Frequency: Monthly

EQUIPMENT SERVICE TERMS

Make, Model	Serial #	EQID #	Image Allowance (Monthly)		Overages Billed (quarterly)	
			B & W	Color	B &W	Color
Kyocera TASKalfa 5054ci - Investigations			18,000	8,500	0.00850	0.04800
Kyocera TASKalfa 5054ci - Records						
Kyocera TASKalfa 3554ci - Admin 2nd Floor						
Kyocera TASKalfa 4054ci - Patrol Sargent Area						
Kyocera TASKalfa 3554ci - Training						
Kyocera ECOSYS M3145idn - Downtown Substation						
(ND Contract #131)						

ADDITIONAL CONTRACT NOTES

CUSTOMER ACCEPTANCE

By signing this agreement, I agree to the terms and conditions as laid out on page two of this agreement.

Authorized Signature | Print Name | Date

LIBERTY BUSINESS SYSTEMS REPRESENTATIVE ACCEPTANCE

Authorized Signature	Print Name	Date
	Bryce Bohnenkamp	12/8/2022

LIBERTY BUSINESS SYSTEMS TERMS AND CONDITIONS

CUSTOMER AGREES TO ADDITIONAL MAINTENACE TERMS AND CONDITIONS

1. The term of this agreement shall be no less than 60 months from the initial billing cycle date. Billing Cycles will commence on the fifth (5th) or the twentieth (20th) of the month, depending upon installation date. Service Fees will be prorated from the date of installation through the start of the first billing cycle. Contract shall automatically renew, for an additional twelve (12) months, at end of initial term, unless written notice of termination is provided by either the customer or Dealer at least forty-five (45) days prior to expiration of initial term of this agreement. Termination of agreement, prior to end of term, requires at least a forty-five day written notice. Upon termination notice, remaining contract balance is due and payable. This agreement shall not be assignable or transferable by customer without Dealer's v prior written consent. Dealer may terminate this agreement if Equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. DEALER reserves the right to adjust maintenance pricing, terminate this Agreement and/or assign the service of any equipment which has been relocated more than sixty (60) miles from Dealer's nearest Service Center, Equipment may not be relocated without the prior written approval of Dealer.

2. The pricing of this Agreement is based upon the number of clicks and/or the term of this Agreement. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. If this Agreement is calculated on a cost-per-click maintenance program, the early termination fee will be calculated according to the average of the actual usage from the beginning date of the Agreement, multiplied by the remaining months of the Agreement.

3. This Agreement does not cover network support beyond the specific equipment and included hardware listed on the front of this Agreement. All network support beyond the initial installation will be chargeable at DEALER's standard time and materials rates, unless covered by a separate network support Agreement.

4. The minimum monthly Maintenance rate, any billable excess clicks, and all applicable taxes on such charges or on services rendered, or parts supplied hereto, shall be due net ten (10) days from the date of the invoice. All Maintenance Agreements are reviewed annually and are subject to adjustment based upon service costs and/or manufacturer's price increases. Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specifications.

5. All required preventive maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by DEALER or its assigned Servicing Dealer during its regular business hours (8:00 a.m. - 5:00 p.m., Monday through Friday, except holidays) at no additional cost to Customer provided that the Equipment is in good working order on the date of commencement of this Agreement.

6. Service calls for operator function (adding or changing supplies, auto gradation/color calibration, removing misfeeds or any other Customer responsibility) will be subject to a time and material service charge at DEALER's then current rate. Additional chargeable services include but are not limited to:
a) Repairs resulting from causes other than normal use: Customer's willful act; negligence or misuse; Customer's use of supplies or spare parts which do not meet published specifications and which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes.
b) Subsequent repairs made when personnel other than those of DEALER or its assigned Servicing Dealer perform service.
c) Transportation and relocation - repairs resulting from unauthorized relocation of equipment by anyone other than DEALER or its assigned Servicing Dealer. DEALER reserves the right to terminate this Agreement based upon damages to Equipment and to invoice Customer any and all remaining payments applicable to this Agreement.
d) Work which Customer requests to be performed outside regular business hours.
e) Shop reconditioning or modification to the Equipment except as specified by Dealer's Technical Service Department to assure greater performance of the Equipment.
All of the foregoing shall be invoiced in accordance with Dealer's established per-call rates and terms in effect. When in the Dealer's opinion the Equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through Dealer's routine preventive maintenance service, or if work beyond the scope of this Agreement is required, Dealer shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, Dealer shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by Dealer shall become property of Dealer. Dealer shall have full and free access to the equipment to provide service thereon. Neither DEALER nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.

7. Dealer assumes no liability for operator error or damage caused by Customer.

8. DEALER'S OBLIGATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE IN LIEU OF (A) ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY WAIVED AND (B) ALL OTHER OBLIGATIONS OR LIABILITIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO: 1) PERSONAL INJURY OR PROPERTY DAMAGE, OR 2) LOSS OF PROFIT OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, ACCIDENTS, CLIMATIC CONDITIONS, OR REASON OF SIMILAR NATURE BEYOND ITS CONTROL. CUSTOMER AGREES THAT IF DEALER CAUSED ANY INJURY OR DAMAGE TO CUSTOMER OR CUSTOMER'S PROPERTY, WHICH SAID CLAIM IS NOT OTHERWISE WAIVED HEREIN, CUSTOMER AGREES THAT THE MAXIMUM AMOUNT THAT DEALER SHALL HAVE TO PAY CUSTOMER FOR SAID INJURY OR DAMAGE IS AN AMOUNT EQUAL TO THE SERVICES RENDERED TO THE CUSTOMER THAT CAUSED SAID INJURY OR DAMAGE.

9. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written.

10. DEALER reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. If Customer fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this Agreement, Customer agrees that all payments due under said Agreement shall be accelerated and Customer shall be liable for all payments due under the full term of this Agreement that are unpaid or the reasonable cost of all services completed by the Dealer for the benefit of Customer, whichever is greater. If Customer breaches any term or condition of this Agreement, Customer agrees to reimburse DEALER for all attorney fees and costs DEALER expends to enforce the terms and conditions of this Agreement against Customer. Should either party commence a lawsuit arising out of or related to the terms and conditions of this Agreement, then that lawsuit shall be filed exclusively in Cass County of North Dakota. Further, this Agreement shall be interpreted exclusively under the laws of the State of North Dakota.

COST PER IMAGE AGREEMENT

LIBERTY BUSINESS SYSTEMS, INC.

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Fargo Police Department FEDERAL TAX ID #:

ADDRESS: 105 25th St N, Fargo, ND 58102

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
Kyocera TASKalfa 5054ci	☐			18,000	8,500	0.00850	0.04800
Kyocera TASKalfa 5054ci	☐						
Kyocera TASKalfa 3554ci	☐						
Kyocera TASKalfa 4054ci	☐						
Kyocera TASKalfa 3554ci	☐						
Kyocera ECOSYS M3145idn	☐						
ND Contract #131	☐						
AEPA # AEPA IFB 021-C	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: 105 25th St N , Fargo, ND 58102 METER FREQUENCY: **Quarterly**

TERM IN MONTHS: 60 MONTHLY BASE PAYMENT AMOUNT*: $1,371.61 (*PLUS TAX)

SECURITY DEPOSIT:

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

Fargo Police Department | X | | |
CUSTOMER | SIGNATURE | PRINT NAME & TITLE | DATE

OWNER ("WE", "US", "OUR")

Liberty Business Systems, Inc.

OWNER | SIGNATURE | PRINT NAME & TITLE | DATE

3431 4th Ave South, Fargo, North Dakota 58103

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.

SIGNATURE: X INDIVIDUAL: DATE:

SIGNATURE: X INDIVIDUAL: DATE:

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT. You want us to now rent to you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of up to $125.00. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. We may charge you a fee of up to $50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law.

2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

3. IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

4. EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

5. SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. We may charge you a monthly supply shipping and handling fee.

6. SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

7. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

8. ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

9. LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

10. INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

11. TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

12. END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 90 but not more than 150 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

13. DEFAULT AND REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment, and may require you to stop using any software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

14. UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

15. LIMITATION ON CHARGES. This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

16. MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

(21)

FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

NEIGHBORHOOD SERVICES DIVISION

DEC 20 2022

198

vice- traffic

cc: P. Swift for Commission Consent Agenda 12/27/22 ✓

MEMORANDUM

To: Chief David Zibolski

From: Captain Chris Helmick

Date: 12.14.2022

RE: November 2022 Traffic Enforcement Efforts

During the month of November, Neighborhood Services continued to emphasize increased traffic enforcement in key areas around the city. In particular, officers focused on offenses considered. Grant funding from the ND Department of Transportation was used for overtime traffic details, with a focus on seat belt violations. Staffing improved and calls for service decreased during the month, so there was more time for traffic enforcement by officers. This resulted in an increase in citations over the previous month.

The following is a summary of the November activity:

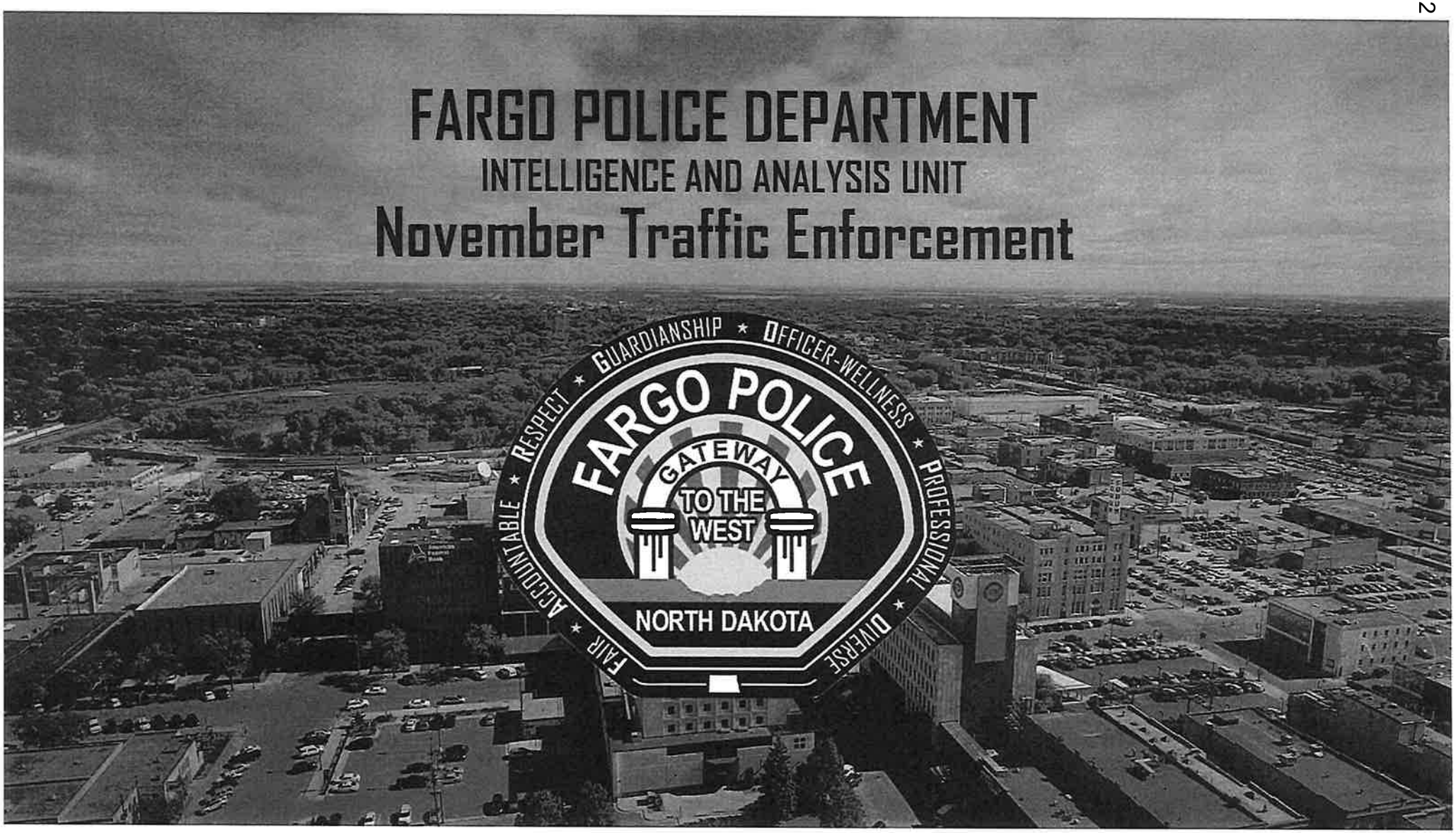
Total traffic stops in November 2022: 697 (499 in October 2022; 493 in November 2021; 41% increase from last year)
Total citations for November 2022: 589 (495 in October 2022; 496 in November 2021; 19% increase from last year)

Speeding:	107 (57 in October 2022; 86 in November 2021; 24% increase over last year)
Exhibition Driving	2
Careless Driving	1
Racing	0
Reckless Driving	2

2022 Year to Date:

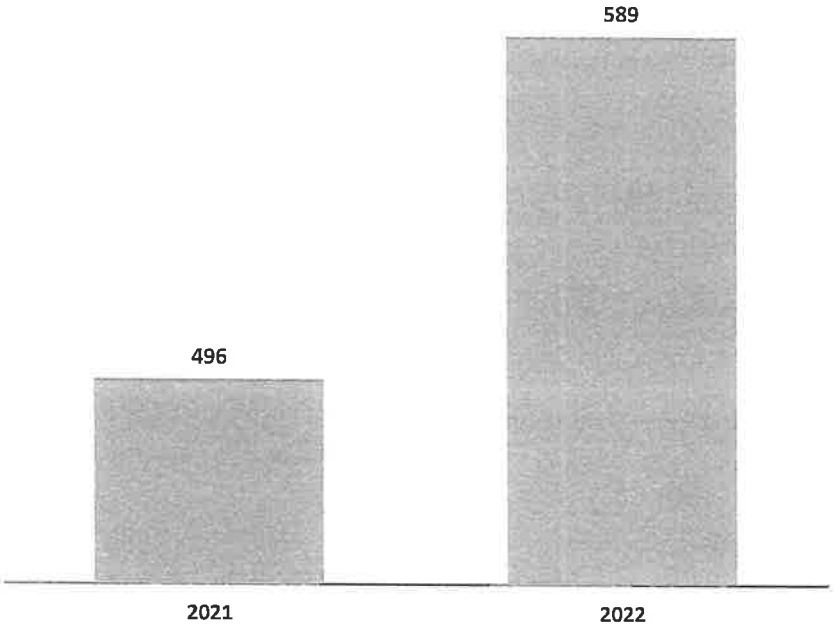
Total Traffic Stops:	**6480** (compared to 9734 in 2021; 33% decrease from last year)
Total Traffic Citations:	**6489** (compared to 8949 in 2021; 27% decrease from last year)

Additional data compiled by IAU for the month of November is attached to this memo.

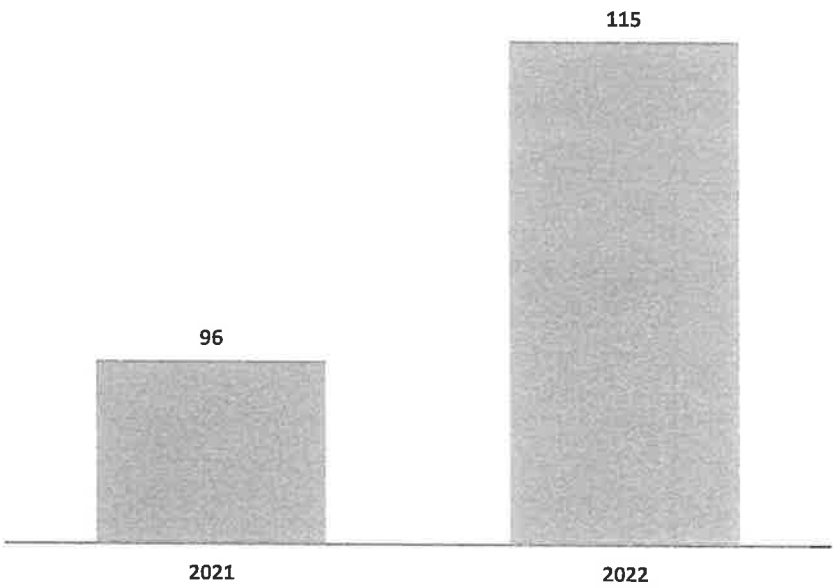

FARGO POLICE DEPARTMENT
INTELLIGENCE AND ANALYSIS UNIT
November Traffic Enforcement
ACCOUNTABLE ★ RESPECT ★ GUARDIANSHIP ★ OFFICER-WELLNESS ★ PROFESSIONAL ★ DIVERSE ★ FAIR ★
FARGO POLICE
GATEWAY
TO THE
WEST
NORTH DAKOTA

Traffic Tickets November

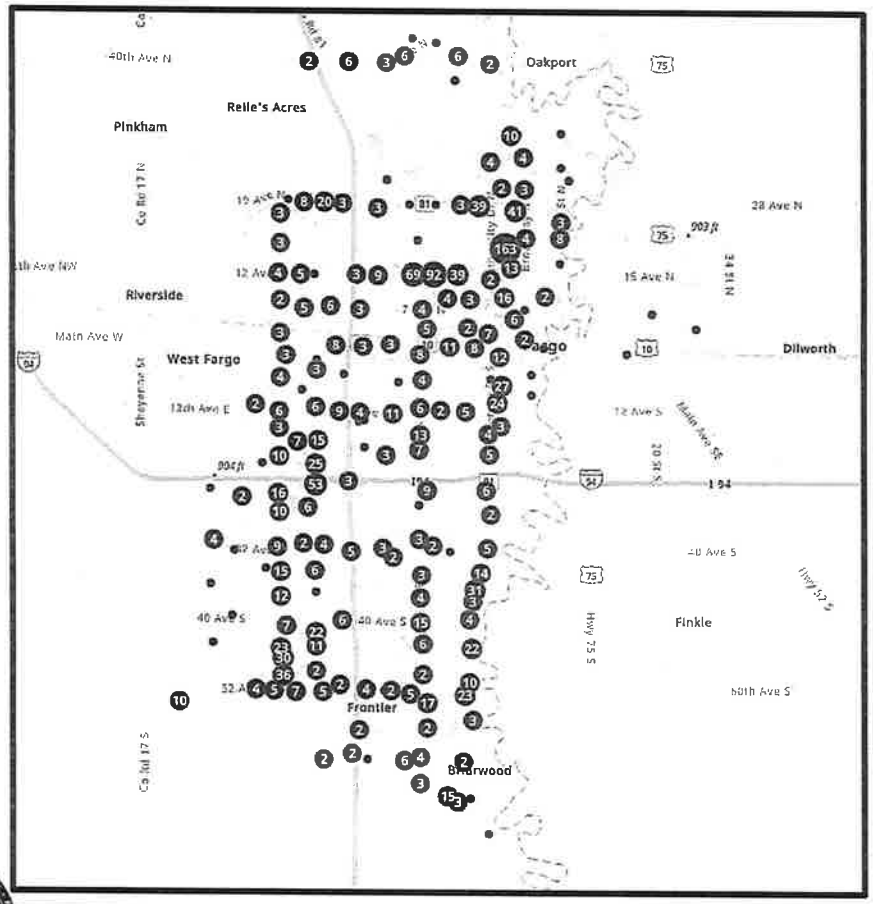
Total Traffic Tickets November

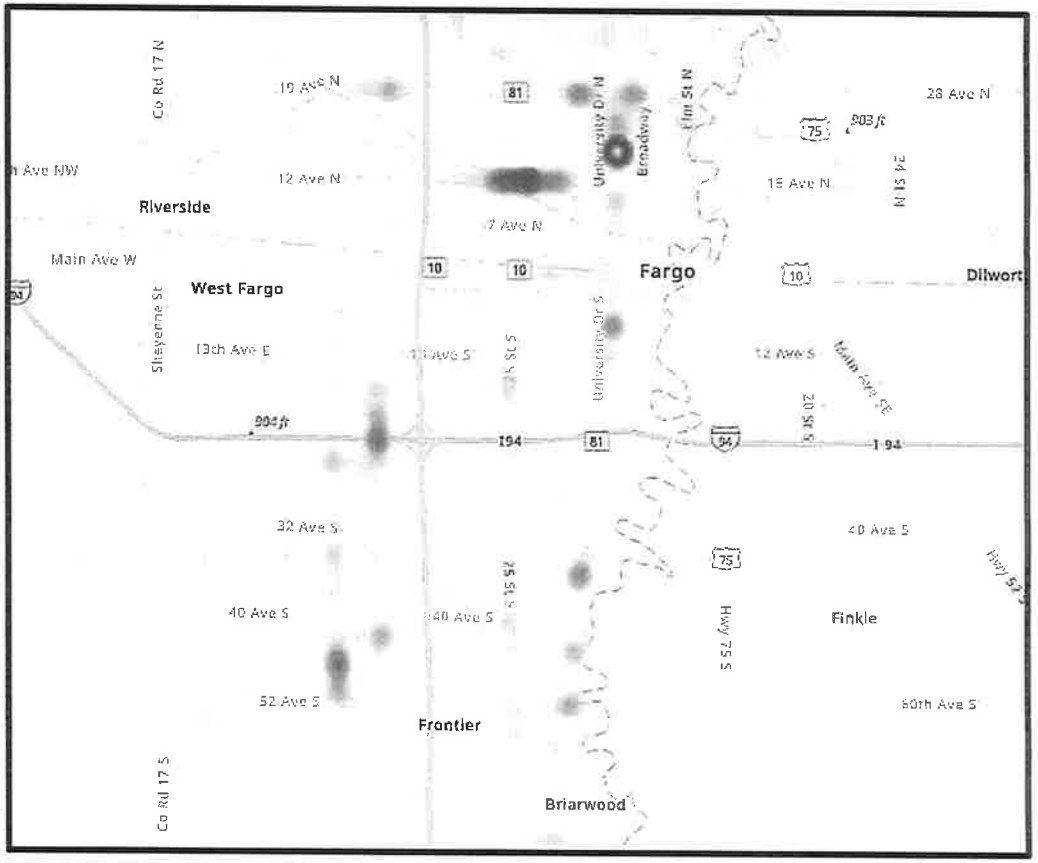


Reckless Driving November

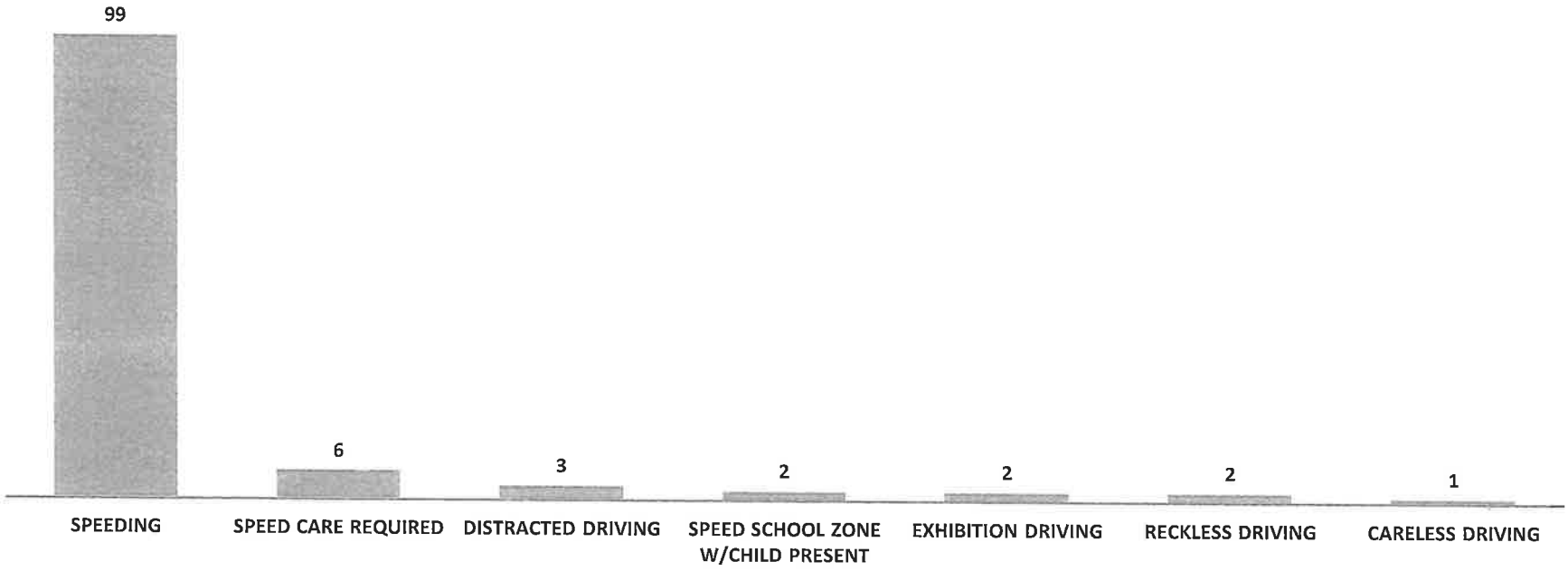


Citation Locations

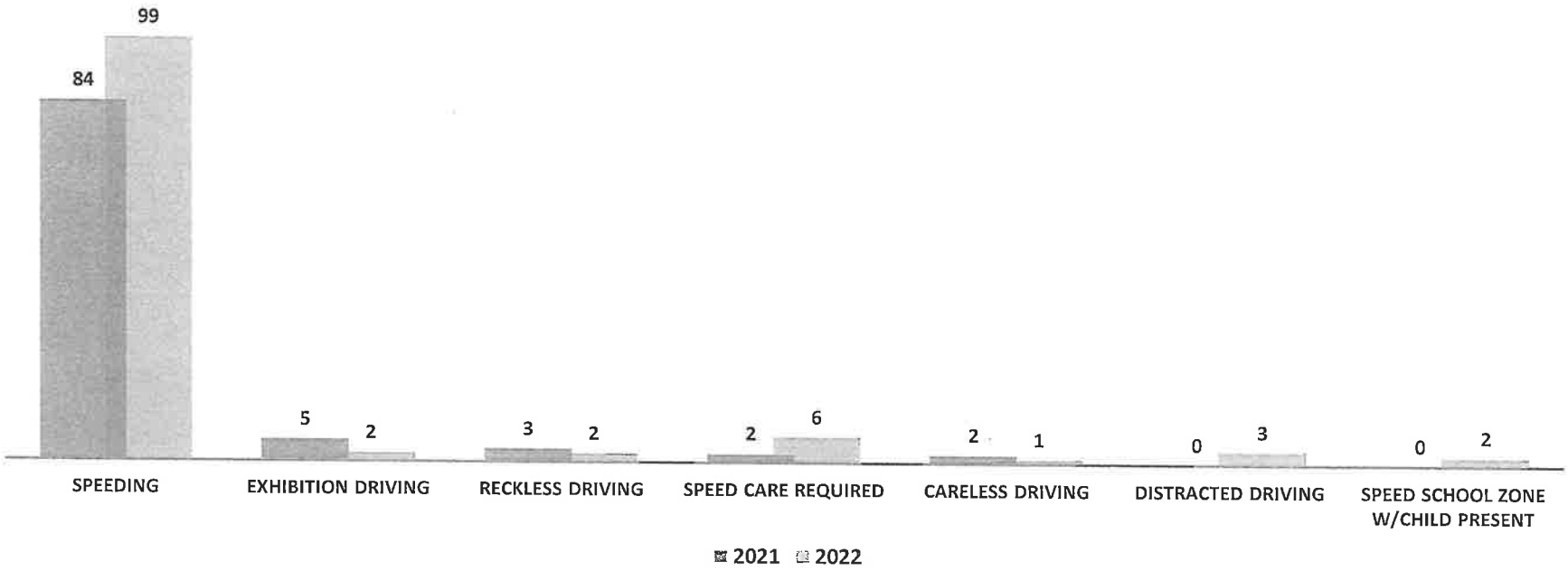




Dangerous Driving Tickets November



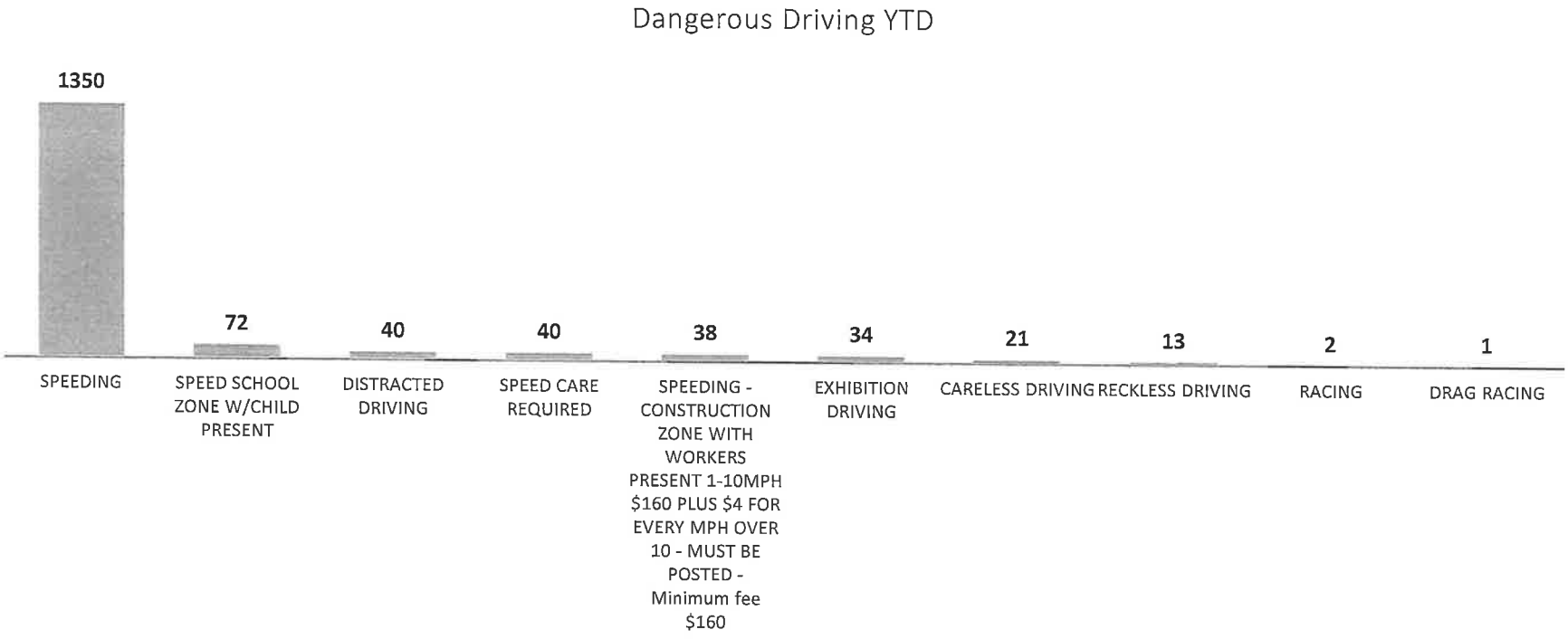
Dangerous Driving Tickets November Yearly Comparison



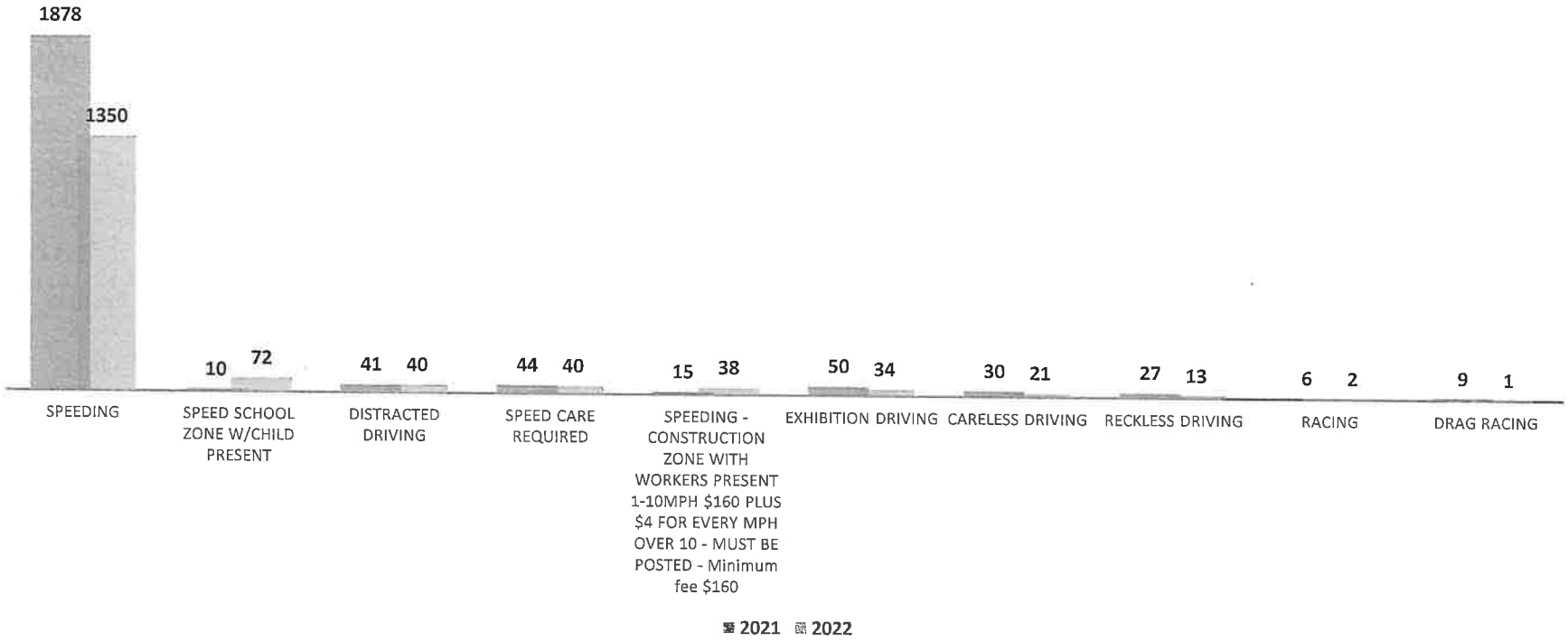
Dangerous Driving November Times

TOD	Sun	Mon	Tue	Wed	Thu	Fri	Sat
00		1					1
01	1						
02							1
03	1						
04				2		1	
05	1	2		1			
06			2	1			
07	2	1	1	3			
08			3	3			
09	3		3	2		1	
10		1	3	3	1	1	
11		4	6	4			
12		2	2	3			
13	3	2	1	2		1	
14	1		5	1			
15		1		1			
16	1				1		
17	1						1
18	3			3		1	1
19		3		1			
20				1			1
21		1	1	1			
22			1	1		2	
23				5			
Grand Total	17	18	28	38	2	7	5

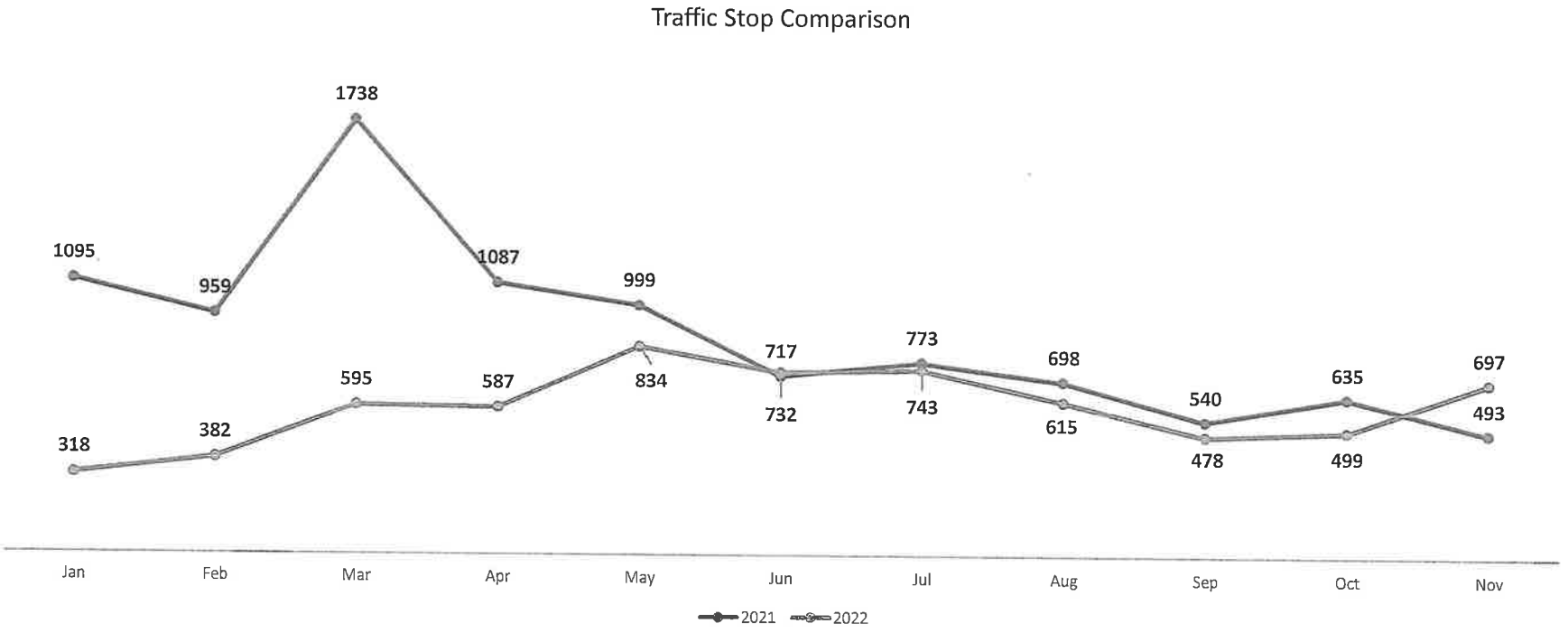
Dangerous Driving YTD



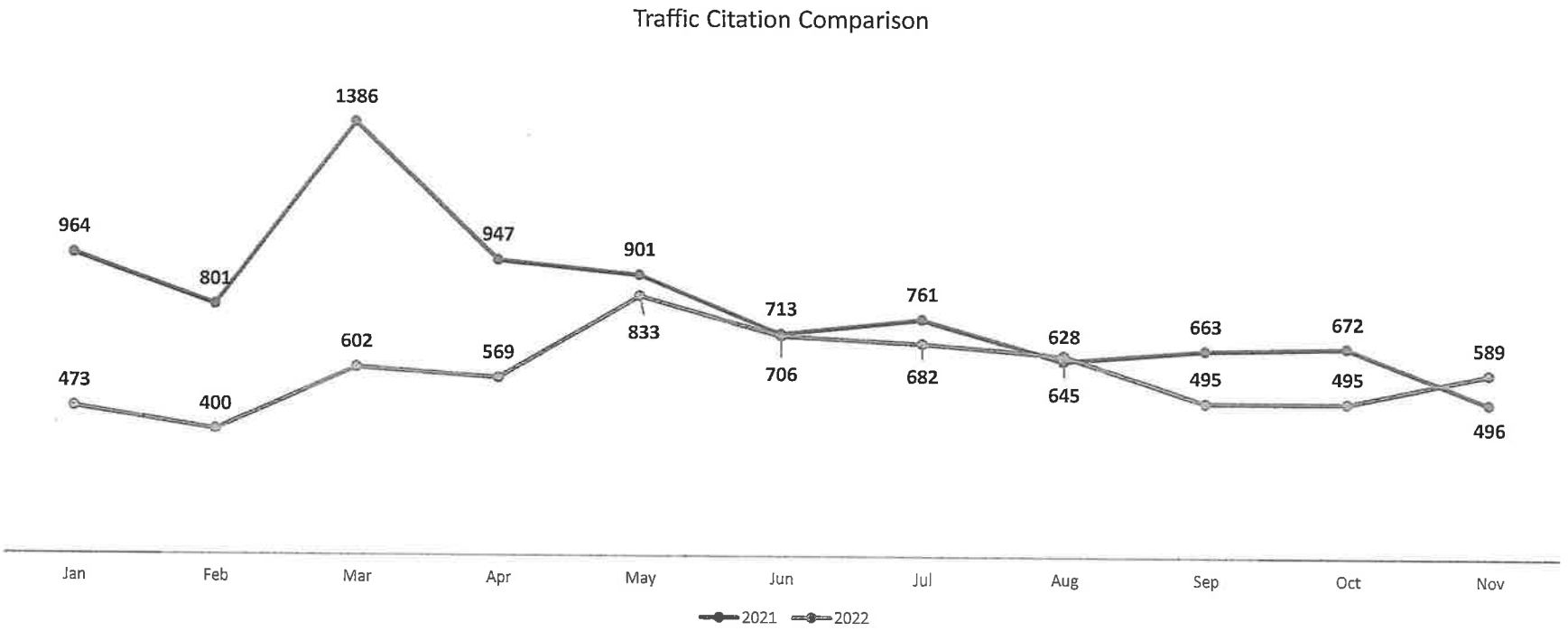
Dangerous Driving Yearly Comparison YTD



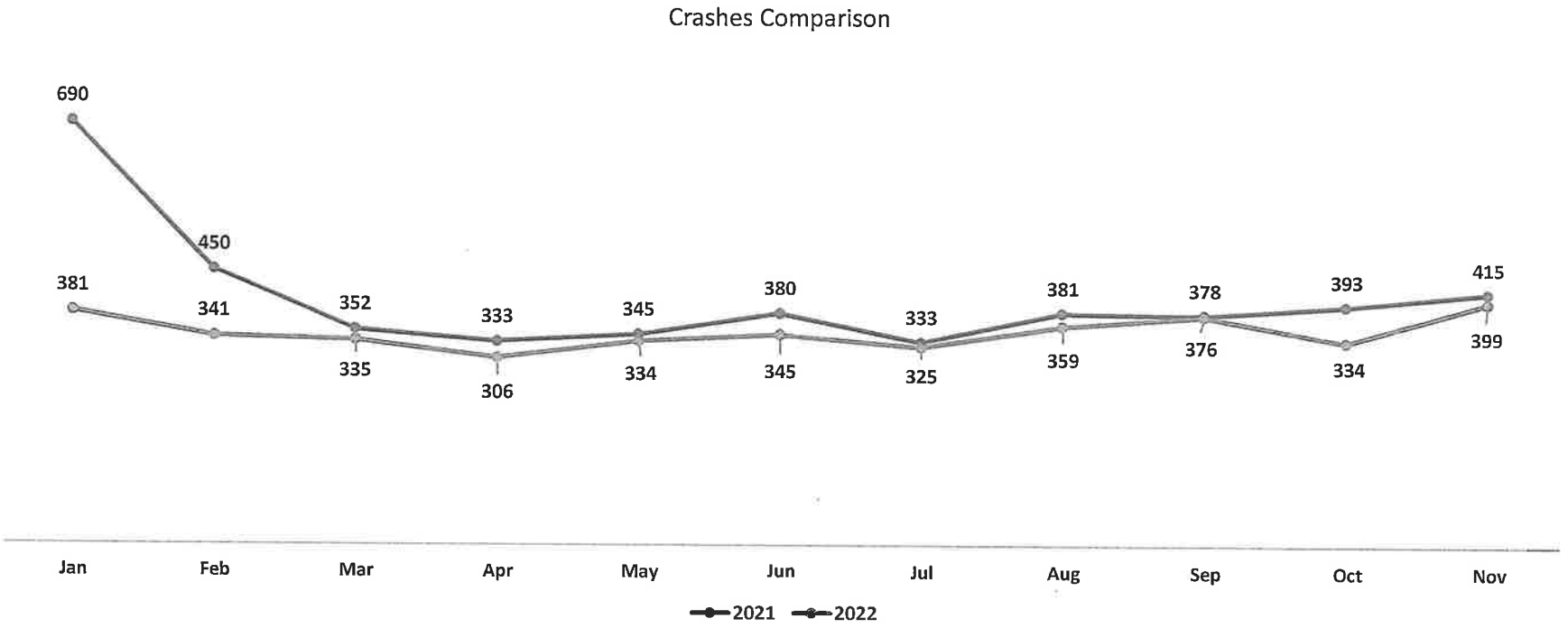
Traffic Stop Comparison



Traffic Citations Comparison



Crashes YTD


Crashes Comparison
690
450
352
333
345
380
333
381
378
393
415
381
341
335
306
334
345
325
359
376
334
399
Jan
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Nov
2021
2022

22

FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Lieutenant Michael Bernier

Date: 12.06.2022

RE: Digital Whiteboard

In the Criminal Investigations Division, we recently moved our "war room" to the Intelligence Analyst Unit (IAU) area to better organize and plan major crime cases. We have been utilizing a large whiteboard for task lists, organizing crime trends and establishing the groundwork after a major incident. The whiteboard has been used extensively, and at time, we have needed to erase and dismantle our older cases in lieu of a newer case.

Sgt. Gnoinsky suggested the purchase of a digital whiteboard and he sent a link. I began looking into this possibility and contacted Gretchen Morlan with the City of Fargo help desk through Information Services. She researched the different possibilities and worked with a vender by the name of Connection Public Service Solutions.

That vender came up a great deal for government programs. The ViewSonic Bundle includes a 75-inch screen with mobile trolley card. This includes a webcam for training sessions and online demos. The system is also a computer, which will allow the unit to connect to the City of Fargo network and allow us to save files and revert to the same image at a later time without losing valuable information. The touchscreen is interactive

The attached quote is for $3,546.76 and includes a five-year warranty. This system would enhance our IAU area and help work towards the goal of having a real-time crime center.

In addition, CIU members recently needed to attempt to find weapons possibly used in a homicide thought to be discarded

into the river. Investigators and detectives borrowed fishing magnets to help search for the weapons. On Amazon, Brute Magnetics has 1200 pound fishing magnets complete with rope and everything else needed to help Police Department quickly locate metallic items in water or elsewhere when needed. The attached sets are $56.99 and we would like to order two sets of these for a total of $133.98.

For these items, the total bill adds up to $3,660.74. I recommend utilizing existing federal seized assets. Annually, we budget to use $5,000 of federal seized assets, but there have been zero purchases since 2018 utilizing this resource. There is currently $20,131 in the federal asset spending account.

Please consider these purchases to enhance investigation and organization of CID.

RECEIVED
FARGO POLICE DEPARTMENT
DEC 07 2022
GEORGE VINSON
CAPTAIN
REF: MC

- CONCUR

RECEIVED
FARGO POLICE DEPARTMENT
DEC 07 2022
TRAVIS STEFONOWICZ
ASSISTANT CHIEF OF POLICE
REF: Chief Zibolski

* CONCUR

RECEIVED
FARGO POLICE DEPARTMENT
DEC 08 2022
DAVID ZIBOLSKI
CHIEF OF POLICE
REF: Lt. BERNIER

- APPROVED

CC: CAPT. VINSON
FILE - A.F.
P. SWIFT - PLEASE PREP FOR 12/27 COMMISSION APPROVAL

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Whitney Arrowood
Phone:
Fax:
Email: whitney.arrowood@connection.com

Account Manager:
Phone:
Fax:
Email:

 # 25430889.01
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING
Date: 12/5/2022
Valid Through: 1/4/2023
Account #: S07785

Customer Contact: Gretchen Morlan
Email: gmorlan@fargond.gov
Phone: (701) 476-6700
Fax: (701) 241-3125

QUOTE PROVIDED TO:	SHIP TO:
AB#: 21814762 **City of Fargo** Andy Bergeron 225 4th St N Fargo, ND 58102-4817 (701) 241-3138	AB#: 21923780 **City of Fargo** Gretchen Morlan 225 4th St N Fargo, ND 58102-4817 (701) 476-6700

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Heavy Weight Ground	174.00 lbs	N1	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	1	36681979	IFP7550-E2	Bundle 75" IFP7550 ViewBoard 4K LED-LCD Touchscreen Display with AC Adapter and Trolley Cart ViewSonic	ViewSonic	$ 2,451.43	$ 2,451.43
	2	1	36675991	IFP-EW-70-02	4th and 5th Year Extended On-site Repair Warranty ViewSonic	ViewSonic	$ 0.02	$ 0.02
	3	1	41517410	VB-CAM-002	VB-CAM-002 USB 1080p FHD Webcam ViewSonic	ViewSonic	$ 51.65	$ 51.65
	4	1	41396102	VPC25-W53-P1	ViewBoard 50 Series OPS-C slot-in PC w / TPM and 10th Gen Intel i5-10400T, Windows 10 Pro, 16GB DDR4 ViewSonic	ViewSonic	$ 1,043.66	$ 1,043.66

Subtotal	**$ 3,546.76**
Fee	**$ 0.00**
Shipping and Handling	**$ 0.00**
Tax	**Exempt!**
Total	**$ 3,546.76**

Connection™
PUBLIC SECTOR SOLUTIONS
we solve IT™

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address	Remittance Address
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:**https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019

ViewSonic Bundle 75" IFP7550 ViewBoard 4K LED-LCD Touchscreen Display with AC Adapter and Trolley Cart

More From: ViewSonic
Item #: 36681979
Mfr. Part#: IFP7550-E2
Availability: Typically In Stock
Est. Ship: Call to Confirm Availability

NOTE: Images may not be exact; please check specifications.

Ordering Information

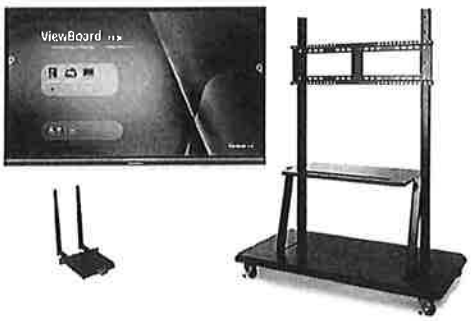
Price: $4,407.00
Lease as low as $131.03/mo*

OVERVIEW

Ideal for education environments, this all-in-one ViewBoard Bundle includes a 75" ViewBoard IFP7550 4K interactive flat panel, a LB-WIFI-001 wireless AC adapter, and a VB-STND-001 mobile trolley cart.

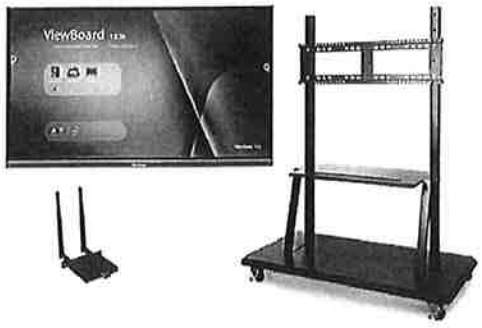
Featuring 4K Ultra HD resolution and an immersive 20-point touch screen, the ViewSonic ViewBoard IFP7550 delivers incredible collaborative capabilities for 21st century boardrooms and classrooms. With vBoard Embedded software, this 75" interactive flat panel lets multiple users write or draw on the screen with their fingers and styluses. For more robust annotation options, ViewBoard Interactive Annotation Software for Windows PC is available via a free download. With a built-in quad-core processor, as well as versatile connectivity options including multiple HDMI, VGA, RS232, RJ45, and USB ports, this display provides powerful computing for annotation and multimedia playback without the need for a PC. This display delivers optional slot-in PC capability for more computing-intensive interactive applications. The IFP7550 features a VESA-compatible design and can be placed on a wall mount, or on an optional trolley cart for flexible installation in classrooms and corporate meeting rooms.

Media



ViewSonic IFP7550-E2 75" ViewBoard® 4K Ultra HD Interactive Flat Panel Bundle

- Everything Within Reach
- Enhanced Touchscreen Performance
- myViewboard™ Digital Whiteboarding Solution
- ViewBoard Cast Content Sharing Software
- Enhanced Viewing Comfort
- SmartPort USB™



ViewBoard Cast Content Sharing Software

ViewBoard Cast enables content streaming from mobile devices onto a ViewSonic display over wireless or cable networks. Multiple users can simultaneously annotate content (such as documents, cloud files, multimedia, etc.) on their devices in real time, and then stream and share that content onto the ViewSonic display. Multi-screen casting allows up to nine client screens to be shown on the ViewSonic display. Popular platforms such as Windows, Mac, iOS-Airplay, Android, and Chrome are supported.

Description

Ideal for education environments, this all-in-one ViewBoard Bundle includes a 75" ViewBoard IFP7550 4K Interactive flat panel, a wireless AC adapter, and a VB-STND-001 mobile trolley cart.

SPECIFICATIONS

Actual Weight

129.00 lb(s)

Compatibility Notes

Ultra HD Resolution:
With four-times the resolution of Full HD, this Ultra HD 3840x2160 display delivers a breathtaking viewing experience with immersive images that are vibrant, clear, and as large as life.

20-point Multi-touch Interactive Screen:
With a 20-point touch-enabled panel, this display encourages multiple users to simultaneously write or draw on the display's surface using styluses or their fingers – or both at the same time.

Add-on Qwizdom Software:
Qwizdom's award-winning Oktopus collaboration software allows users to annotate and work over or alongside any application, existing content, or over a web browser. Qwizdom Ximbus is a whiteboarding and collaboration solution for Google and features Google Drive and Contacts integration. For more powerful teaching and enriched learning, these Qwizdom solutions can be purchased as separate add-ons to the ViewBoard.

Out-of-Box Collaboration:
Integrated with ViewSonic vBoard embedded software and ViewBoard Cast, as well as Zoom software, this display delivers out-of-the-box annotation and content sharing capabilities.

ViewBoard Interactive Annotation Software:

Built-in 1.8GHz Quad-core CPU with 16GB Storage:
Equipped with a powerful quad-core processor and Android OS, this display provides smooth, lightning-fast computing and responsive touch capabilities. 16GB of onboard memory provides ample storage for files and multimedia content.

Dual Integrated Speakers:
Designed with dual integrated speakers, this display combines incredible screen performance with stereo sound for an immersive multimedia experience. An additional speaker can be added via the SPDIF audio-out port for expanding sound to different locations in the room or venue, via cable.

Optional Dual Band Wireless Module:
An optional ViewSonic wireless module delivers fast wireless internet connection via dual frequency 2.4GHz and 5.0GHz bandwidth, along with 802.11 abgn, and Bluetooth 4.0.

Enhanced Viewing Comfort:
Flicker-Free technology and a Blue Light Filter help to eliminate eye strain from extended viewing periods.

Versatile Connectivity:
HDMI, USB, and VGA connections provide the versatility to connect to a wide variety of computing and multimedia devices.

800 x 400mm VESA mounting pattern.

Connectivity

Connector: HDMI
Connector: HDDB15
Connector: DisplayPort
Connector: RCA Composite
Connector: 3.5mm audio
Connector: USB Type A
Connector: USB Type B
Connector: RJ-45
Connector: Power
Connector Type: Audio
Connector Type: HDMI
Connector Type: VGA
Connector Type: DisplayPort
Connector Type: Composite video
Connector Type: USB 2.0
Connector Type: USB 3.0
Connector Type: Ethernet
Connector Type: Power

Contents

display, trolley card, wireless AC adapter, VGA cable, power cable, (4) remote, USB cable, audio cable, AV cable, (3) touching pen, RS232 adapter, camera plate, CD, documentation

Environmental Standards

ENERGY STAR Qualified: Yes

General

Attributes: Remote control
Attributes: Dual speakers
Attributes: Speakers Included
Color: Black
Warranty Period: 3 years

Performance

Response Time/Rate: 8ms

Physical Dimensions

41"h x 69.4"w x 3.9"d

Ports/Connectors

(1) HDDB15 VGA
(2) HDMI 1.4
(1) HDMI 2.0
(1) HDMI out
(1) DisplayPort
(1) RCA composite
(2) 3.5mm audio (in, out)
(1) SPDIF out
(3) USB 3.0 Type A
(3) USB 2.0 Type A
(2) USB Type B
(1) RJ-45 LAN
(1) Power In

Power Notes

Supply: 100-240VAC
Consumption: 430W (typ.); 0.5W (standby)

Protocols

Networking Protocol: LAN

This product is subject to our return policy. Please see our complete return policy for details.

Shipping Weight

129 lbs

Standards

Compliant Standards: CTUVus
Compliant Standards: FCC
Compliant Standards: CE
Compliant Standards: CB
Compliant Standards: RoHS
Compliant Standards: WEEE

UNSPSC

43211902

Video

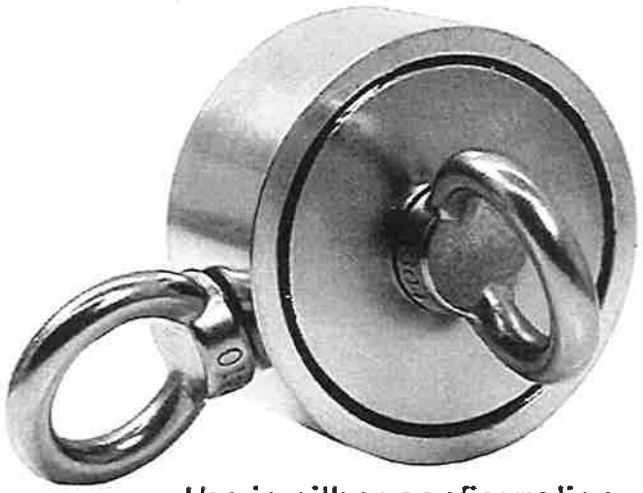
Brightness (nits/cdm2): 350cd/m2
Contrast Ratio: 1200:1
Display Size: 75in
Display Technology: LED-backlit
Display Technology: LCD
Display Technology: Touch screen
Display Type: Widescreen
Internal Resolution (max): 3840 x 2160
Viewing Angle (H/V degrees): 178/178

Warranty - Labor

3 Years

Warranty - Parts

3 Years



Click image to open expanded view

Brute Magnetics 1200 lb Magnet Fishing Bundle | Includes 2.95" Double Sided Rare Earth Neodymium Magnet, 65ft Rope with Heavy Duty Carabiner, and Threadlocker

Visit the Brute Magnetics Store

4.3 out of 5 stars 58 ratings

Amazon's Choice for "brute magnet fishing kit"

$56.99

Material	Neodymium
Brand	Brute Magnetics
Shape	Round
Number of Pieces	1
Pull Force	1200 Inch Pounds

About this item

- HIGH DUTY MAGNET FISHING KIT - Includes double sided powerful rare earth magnet (2.95 inch diameter), with 65 feet of 1/4 inch rope, Brute Box carrying case and 6 ml bottle of threadlocker for magnet fishing. Never lose a catch with Brute equipment and magnetic fishing kit, which is perfect to begin outdoor family adventures and treasure hunting!
- LARGE, STRONG NEODYMIUM MAGNET - The Brute Magnetics double sided magnet fishing magnet has over 1200 plus pounds of pull force and a 2.95" diameter. Rare earth neodymium magnets are the strongest type of permanent magnet available. This huge, strong salvage magnet is perfect for outdoor family fishing at ocean piers, lake docks, bridges, and slower moving water.
- POWERFUL ROPE + CARABINER + THREADLOCKER - Includes 65 ft of 1/4" diameter (6mm) rope made with eight strands of double braided polyester rated to 1680 lbs of breaking strength. Never lose a catch with Brute's strong magnet fishing rope. Comes looped and sewn with a plastic eyelet thimble. The stitching is covered with heat shrink tubing to protect it from abrasion. High quality carabiner, rated to 5600 lbs. Includes 6ml bottle of thread locker to keep the eyebolt from backing out.
- NEVER LOSE A FIND - The Brute Magnetics double sided 1200 pound neodymium magnet is a heavy duty rare earth magnet. Easy to throw in a backpack and trek out to your favorite water source, yet powerful enough to pull in your favorite finds and navigate rocky water. Great for salvage or any range of treasures—big, heavy, and industrial. Long lasting and well tested, these high power, heavy duty magnets are perfect

THE CITY OF Fargo FAR MORE

PUBLIC WORKS OPERATIONS

23

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1465
FAX: (701) 241-8100

December 27, 2022

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

Commissioners:

One RFP was received December 16, 2022, for an upcoming contract winter pruning area. After some revisions and updating, this was the second attempt. No proposals were received the first time for Area 1.

Urban Forestry Programs Manager Allen Lee, Arborist Supervisor Tracey Zablotney, and I have reviewed. The pruning area includes:

- Area 1: 8th St N to North University Dr between 7th and 12th Ave N (388 trees)
  (Note: Area 2; Raise 1-4 – previously approved)

Contractor	Area 1	Area 2	Raise 1	Raise 2	Raise 3	Raise 4
Carr's Tree Service	**84,500**	25,495	77,981	no bid	no bid	29,998
All-Terrain Grounds Maintenance	no bid	no bid	17,870	19,355	16,715	14,751
Bateman Tree and Lawncare	no bid	no bid	no bid	no bid	29,725	10,500

Funding has been included in the 2023 annual forestry contract services budget.

Recommended motion:
Move to award upcoming contract winter pruning request for proposals (RFP23006) AREA Project 1 to Carr's Tree Service ($84,500.00).

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl, City Forester

Cc: Ben Dow
Mike Redlinger

commissionwinterprune2023-2.doc

REPORT OF ACTION

UTILITY COMMITTEE

24

Project No. WA2158

Type: Bid Award for Regional Emerg. Water Supply Pumps

Location: 52nd Avenue South & Sheyenne River

Date of Hearing: 12/21/2022

Routing	Date
City Commission	12/27/2022
Project File	

Dan Portlock, Water Utility Engineer, presented the attached memo regarding the bid opening for Project WA2158. The bid opening took place on Wednesday, November 30, 2022. This project is called, Fargo Emergency Water Supply Pump Station & Pipeline, and will convey Sheyenne River water to the Water Treatment Plant via Drain 27 in times of drought. The project is sized to ultimately handle Red River Valley Water Supply Project (RRVWSP) water. Per the attached AE2S Bid Award Recommendation, there were five (5) bids with award recommended as follows:

- General Construction (Contract No. 1): CC Steel, LLC with bid of $9,065,000.
- Electrical Construction (Contract No. 2): John's Refrigeration & Electric, Inc. with bid of $365,950.

This bid total was 8.8% under the Engineer's Estimate of $10,000,000. Project WA2158 will be funded through a low-interest State Revolving Fund (SRF) loan.

MOTION:

On a motion by Scott Olson, seconded by Mark Miller, the Utility Committee voted to approve the Bid Award Project WA2158, Fargo Emergency Water Supply Pump Station & Pipeline as follows:

- General Construction (Contract No. 1): CC Steel, LLC with bid of $9,065,000.
- Electrical Construction (Contract No. 2): John's Refrigeration & Electric, Inc. with bid of $365,950.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Denise Kolpack, City Commissioner	X			
Terri Gayhart, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, Temp. Asst. City Administrator	X			
Scott Liudahl, City Forester	X			
James Hausauer, Water Recl. Utility Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X	Tom Knakmuhs		
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Director	X			

ATTEST:

Troy B. Hall
Troy B. Hall
Water Utility Director

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

THE CITY OF Fargo FAR MORE

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

MEMORANDUM
December 21st, 2022

To: Utility Committee

From: Dan Portlock, Water Utility Engineer DP

Re: Project WA2158 - Fargo Regional Emergency Water Supply LS and Pipeline

---

Construction bids were opened at 11:45am, local time, on Wednesday November 30, 2022 for Project WA2158, Fargo Regional Emergency Water Supply LS and Pipeline (See Bid tabulation). A total of five (5) bids were opened from contractors: four (4) for General construction and one (1) for Electrical Construction. The Engineer's letter recommending award is attached and Water Utility Staff suggests following the Engineer's letter.

This project is funded through a low-interest State Revolving Fund (SRF) loan. CC steel was the low bid at $9,065,000 for the general construction and Johns Refrigeration & Electric Inc. was the low bid at $365,950 for the electrical construction. The Engineer's estimate was $10,000,000 and the bids came in below the estimated construction cost.

There are three major components in this project:

1. Installation of 3 high capacity pumps to transfer water from the Sheyenne River into Drain 27 that flows into the Red River.
2. The pump station has 3 expandable pump slots as the City of Fargo grows.
3. Replacing a small section of the Sheyenne pipeline with a history of breaks.

Construction phases (1-2) for Drain 27 Conveyance Improvements shown above.

Plan of Financing

This project is in the 20-year CIP and is an eligible project for using a State Revolving Fund (SRF) loan. The SRF loan funding is available and already approved for this specific project by the North Dakota Department of Environmental Quality (NDDEQ).

SUGGESTED MOTION:

Award bids for project WA2158 as follows:

- Contract No. 1 – General Construction to CC Steel LLC at a bid price of $9,065,000
- Contract No. 2 – Electrical Construction to Johns Refrigeration & Electric, Inc. at a bid price of $365,950

Your consideration in this matter is greatly appreciated.

www.ae2s.com

December 7, 2022

Mr. Troy Hall
Water Utility Director
City of Fargo
435 14th Ave S
Fargo ND 58103-4306

Re: Fargo Regional Emergency Water Supply LS and Pipeline
Engineer's Bid Review and Award Recommendation
Fargo Water Project No. WA2158

Dear Mr. Hall:

Bids were received at 11:30 a.m. on Wednesday, November 30, 2022 at the City Auditor's Office and opened at 11:45 a.m. in the Engineering Conference Room at the Fargo City Hall for the above referenced project. A total of five (5) bidders submitted sealed bids and were read aloud. Please note that the award is contingent upon approval from the North Dakota Department of Environmental Quality (NDDEQ) due to the requirements of the Drinking Water State Revolving Fund (DWSRF) Program.

The project was bid as three (3) separate contracts. Individual bids were received for Contract No. 1 – General Construction and Contract No. 2 – Electrical Construction. Additionally, a combined bid for the work under these two individual contracts was bid under Contract No. 3 – Combined General and Electrical Construction. A combined bid should not be accepted unless that bid is lower than the combined total of the lowest, responsible bids for the individual contracts. A bid tabulation is attached to this letter for your review.

Based on a review of the bids, the apparent low bid was submitted by CC Steel, LLC for Contract No. 1 – General Construction and by John's Refrigeration and Electric Inc. for Contract No. 2 -- Electrical Construction.

The project team recommends the following construction contracts:

- Contract No. 1 – General Construction: CC Steel, LLC in the amount of $9,065,000
- Contract No. 2 – Electrical Construction: John's Refrigeration and Electric, Inc in the amount of $365,950

Mr. Troy Hall
Water Utility Director

Re: Fargo Regional Emergency Water Supply LS and Pipeline
Engineer's Bid Review and Award Recommendation
Fargo Water Project No. WA2158

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (701) 364-9111.

Respectfully Submitted,

AE2S

Richard A. Wagner, PE
Project Manager

Attachment

Fargo Regional Emergency Water Supply LS and Pipeline
City of Fargo
Fargo, ND
City of Fargo Project No. WA2158; AE2S Project No. 00803-2021-028
Bid Opening 11:30 AM CST, Wednesday, November 30, 2022

Contractor	Acknowledge Addenda 1-3	Bid Bond	Non-Collusion Affidavit	Contractor's License or Renewal Certificate	MBE/WBE Solicitation Info	SRF Debarment Certification	Bid Form	Contract No. 1 General Construction	Contract No. 2 Electrical Construction	Contract No. 3 Combined General and Electrical Construction
CC Steel, LLC	✓	✓	✓	✓	✓	✓	✓	$9,065,000.00	No Bid	$9,460,000.00
Key Contracting, Inc.	✓	✓	✓	✓	✓	✓	✓	$9,222,900.00	No Bid	$9,686,100.00
PKG Contracting, Inc.	✓	✓	✓	✓	✓	✓	✓	$9,769,000.00	No Bid	$10,169,000.00
Industrial Builders, Inc.	✓	✓	✓	✓	✓	✓	✓	$11,136,900.00	No Bid	$11,576,900.00
John's Refrigeration & Electric, Inc.	✓	✓	✓	✓	✓	✓	✓	No Bid	$365,950.00	No Bid
Engineer's Estimate										$10,000,000.00

Richard A. Wagner

Richard Wagner, PE

Advanced Engineering and Environmental Services, LLC
4170 28th Avenue S
Fargo, ND 58104
Tel: 701-364-9111

REPORT OF ACTION

UTILITY COMMITTEE

25

Project No. WA2152

Type: Softening Basin Rehabilitation
Construction Services

Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 12/21/2022

Routing	Date
City Commission	12/27/2022
Project File	

Dan Portlock, Water Utility Engineer, presented the attached memo regarding a proposed AE2S task order for construction services with Project WA2152, Primary Softening Basin Rehabilitation. The task order is in the amount of $399,300. Construction for this project will take place over the next two winters because primary softening basins cannot be out of service for extended periods during high water demands in summer. A specialty engineering firm, KLM Engineering, will be a sub consultant under this task order for coatings inspections and metal repairs. The project is recommended to be funded by a low interest State Revolving Fund (SRF) loan that is already approved.

MOTION:

On a motion by Brian Ward, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed Task Order #22 with AE2S in the amount of $399,300 for construction services with Project WA2152, Primary Softening Basin Rehabilitation.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Denise Kolpack, City Commissioner	X			
Terri Gayhart, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, Temp. Asst. City Administrator	X			
Scott Liudahl, City Forester	X			
James Hausauer, Water Recl. Utility Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X	Tom Knakmuhs		
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Director	X			

ATTEST:

Troy B. Hall
Troy B. Hall
Water Utility Director

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

THE CITY OF Fargo FAR MORE

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

MEMORANDUM
December 21st, 2022

To: Utility Committee

From: Dan Portlock, Water Utility Engineer DP

Re: AE2S Task Order No. 22 -- Lime Softening Rehab (Primary's) Construction Phase

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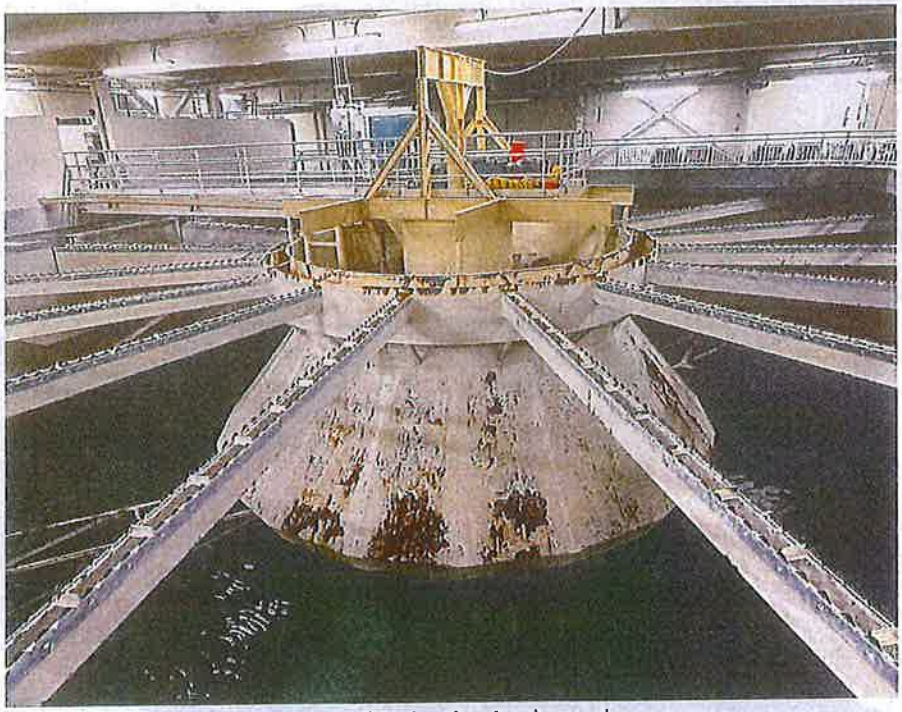
Attached, please find a proposed task order in the amount of $399,300 with AE2S for engineering construction services related to Lime Softening Rehab (Primary's) project (WA2152). This project is in the Water Utility 20-year Capital Improvement Plan (CIP) and an eligible project under a low-interest State Revolving Fund (SRF) Loan.

This project includes the following elements;

1. Rehabilitation of the primary softening basins
   -Replacing launders, rake system, drives, and recoating carbon steel components in each basin.
2. KLM coatings inspection
3. Code review hydrogen peroxide room



Primary softening basin show above.

The task order will be billed hourly. The following is the scope, estimated hours, and cost breakdown for this task order.

Phase	Task Number and Task Name	Payment Method	Estimated Hours	Amount
060	Construction Phase Services	Method A		
01	Project Management		183	$38,600
02	Construction Administration		703	$139,700
03	Project Closeout		87	$23,900
061	Construction Field Services	Method B		
01	Construction Field Services		358	$78,900
02	Specialty Site Visits		460	$97,800
03	Record Drawings		120	$20,400
Total			1,911	$399,300

Plan of Financing

This project is recommended to be funded with the low-interest SRF loan that has already been approved. This project is in the Water Utility Capital Improvement Plan (CIP) and part of the WTP Facility Plan - Phase 2.

SUGGESTED MOTION:

Approve task order #22 with AE2S in the amount of $399,300 for the Lime Softening Rehab (Primary's) Construction Services.

Your consideration in this matter is greatly appreciated.

This is Water Consulting Task Order No. 22, consisting of 3 pages.

Water Consulting Task Order No. 22

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

A. Effective Task Order Date: December 14, 2022

B. Owner: City of Fargo (Water Utility)

C. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)

D. Engineer Project No.: P00803-2021-009

E. Specific Project (title): Fargo LSWTP Primary Basin Rehab Construction Services

F. Specific Project (description):

The Project consists of improvements to the three primary softening basins (basins) at the existing Fargo Lime Softening Water Treatment Plant (LSWTP). The improvements generally include the replacement of the launders, rake arms, and rake arm towers; replacement of the basin drives and gearboxes; modifications to the turbine drums; and stripping, repairing, and recoating the carbon steel components within each basin. This Task Order includes construction phase services for the project.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Construction Phase Services (Exhibit A, Paragraph A1.05)
  - including Resident Project Representative (RPR) services (A1.05.A.2)

B. Resident Project Representative (RPR) Services:

The scope of services for this Task Order includes RPR services and Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

4. **Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order approval – December 27, 2022
- Start Construction – January 2023
- Project Completion – April 2024

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Phase	*Task Number and Task Name*	*Payment Method*	*Estimated Hours*	*Amount*
060	***Construction Phase Services***	*Method A*		
	01 Project Management		*183*	*$38,600*
	02 Construction Administration		*703*	*$139,700*
	03 Project Closeout		*87*	*$23,900*
061	***Construction Field Services***	*Method B*		
	01 Construction Field Services		*358*	*$78,900*
	02 Specialty Site Visits		*460*	*$97,800*
	03 Record Drawings		*120*	*$20,400*
Total			***1,911***	***$399,300***

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

6. **Consultants retained as of the Effective Date of the Task Order:** Black & Veatch Corporation and KLM Engineering, Inc.

7. **Other Modifications to Agreement and Exhibits:** None

8. **Attachments:** Attachment 1 – Scope of Services for Task Order

9. **Other Documents Incorporated by Reference:** None.

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is December 14, 2022.

OWNER: City of Fargo (Water Utility)		ENGINEER: Advanced Engineering and Environmental Services, LLC (AE2S)	
By:		By:	
Name:	Troy B. Hall	Name:	Brian Bergantine, PE
Title:	Water Utility Director	Title:	Operations Director
DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
Name:	Troy B. Hall	Name:	Richard Wagner, PE
Title:	Water Utility Director	Title:	Project Manager
Address:	435 14th Ave S Fargo, ND 58103	Address:	4170 28th Ave S Fargo, ND 58104
E-Mail Address:	THall@FargoND.gov	E-Mail Address:	Richard.Wagner@AE2S.com
Phone:	(701) 476 - 6741	Phone:	(701) 364 - 9111

This is Attachment 1 to Water Consulting Task Order No. 22 consisting of 3 page(s).

Scope of Services

The Project entails rehabilitation of the primary softening basins in the Fargo LSWTP. This Scope of Services provides for the Construction phase services to support the replacement of the basin launders and rake arm and tower with stainless steel equipment; remanufacturing of the basin drives; modification to the basin turbines to allow access; and stripping, repairing, and painting of existing steel components. The following is a detailed breakdown of this Scope of Services to Water Consulting Task Order No. 22.

Phase 060 – Construction Phase Services

In accordance with Paragraphs A1.05 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Construction Phase services under Water Consulting Task Order No. 22:

Task 01 – Project Management

ENGINEER shall perform general Project management activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

ENGINEER shall coordinate, schedule, and delegate project work to multiple subconsultants to allow timely site visits as necessary due to intermittent construction activity.

Task 02 – Construction Administration

ENGINEER shall perform general project administration activities for the prime Contractor in accordance with Paragraph A1.05 of Exhibit A of the Original Task Order Agreement including:

- General project coordination and correspondence with Owner and Contractors;
- Facilitation of project meetings, which are anticipated to consist of:
    - Preconstruction meeting
    - Construction progress meetings
- Review and approval of shop drawings;
- Review of applications for payment submitted by Contractor;
- Review and response to requests for information (RFIs);
- Prepare and issue work change directives;
- Change order review and subsequent acceptance or rejection;
- Review and approval of operation and maintenance (O&M) manuals;
- Conduct a code review of the mechanical room for the proposed hydrogen peroxide storage location and provide a technical memo summarizing the findings and recommendations.

This Task shall also include services provided during the Final Design Phase needed to accommodate Project funding requirements, including:

- Manage and coordinate project funding requirements associated with the Build America Buy America (BABA) and American Iron and Steel (AIS) with the NDDEQ.
- Revise and amend project documents to comply with the AIS project funding requirements.

Task 03 – Project Closeout

ENGINEER shall provide the following project closeout services upon completion of construction of the Fargo LSWTP Primary Basin Rehab Construction Services:

- Perform a preliminary final inspection walkthrough of each of the three primary basins in the project with the OWNER;
- Compile a final punch list containing items identified during the initial final inspection / walkthrough;
- Perform a subsequent final inspection walkthrough to verify all punch list items have been addressed; and
- Issue final acceptance form with final pay application.

Phase 061 – Construction Field Services

In accordance with Paragraphs A1.05 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Construction Phase services under Water Consulting Task Order No. 22:

Task 01 – Construction Field Services

In accordance with Exhibit D of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Resident Project Representative (RPR) services under Water Consulting Task Order No. 22:

ENGINEER shall provide periodic on-site observation services of a Resident Project Representative (RPR) to observe and document construction activities in accordance with Exhibit D of the Original Task Order Agreement. The construction duration is anticipated to last approximately 16 months, beginning January 2023 and ending April 2024, with intermittent construction activity. ENGINEER shall provide part-time RPR services when the contractor is onsite performing the work based on the following approach:

- Provide part-time RPR services to observe and document the contractor's work, averaging 12 hours per week during construction activity for the duration of construction;
- Facilitate periodic onsite construction progress meetings to be attended by key representatives of the Owner and Contractors.

Task 02 – Specialty Site Visits

ENGINEER shall conduct specialty site visits to observe and document the following construction activities:

- Observe the clarifier material condition during or after sandblasting, three basins.
- Observe the completed clarifier material repair, cutting, and/or patching work, three basins.
- Observe the clarifier material condition preparation work prior to painting, three basins.

- Observe the clarifier condition prior to returning equipment back to service, three basins.
- Conduct two site visits per basin (six total visits) by a NACE (National Association of Corrosion Engineers) coating certified inspector. The NACE inspector will examine the prepared surfaces prior to paining to ensure substrate is properly prepared and ready for paint, identify areas that could cause premature corrosion, and assess paint application to verify dry film thickness and coating bonds to substrate.

Task 03 – Record Drawings

ENGINEER shall prepare record drawings for the project to reflect actual components installed. Record drawings will utilize the existing project plans.

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. MS-17-A0 (PN-19-B) Type: Contract Amendment #7

Location: 52 Ave S – 45 St to Sheyenne St Date of Hearing: 12/19/2022

Routing	Date
City Commission	12/27/2022
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to a Contract Amendment submitted by Houston Engineering in the amount of $47,500.00, for additional work.

Staff is recommending approval of Contract Amendment #7 in the amount of $47,500.00, bringing the total contract amount to $1,343,660.99.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Contract Amendment #7 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Contract Amendment #7 to Houston Engineering in the amount of $47,500.00, bringing the total contract amount to $1,343,660.99 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax Funds & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	Bruce Grubb
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

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE PTOE
Division Engineer - Transportation

Date: December 19, 2022

Re: Project No. MS-17-A0 – Amendment #7 with Houston Engineering
52nd Avenue South, 45th Street to Sheyenne Street

Background:

Attached is Contract Amendment #7 with Houston Engineering for additional services for out-of-scope work on this project. The extra work includes additional Project Administration, Utility Relocation and Coordination, Easement Acquisition and WF Storm Sewer Forcemain design. The active part of this contract is from 63rd Street to Sheyenne Street. The project was bid last month and awarded to Industrial Builders last Monday at City Commission.

The amendment is for **$47,500.** I support approval of this scope of services and associated fee. This is a shared project with West Fargo and Cass County, and the funding of this additional work will be split out to all three at the end of the project.

Houston's contract value today is $1,296,160 and this amendment will bring it to $1,343,660.

Recommended Motion:

Approval of Contract Amendment #7 from Houston Engineering for out of scope services associated with this project in the amount of $47,500.

JMG/klb
Attachment

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102

HoustonEngineering Inc.

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT – AMENDMENT NO. 7

October 26, 2022

Project: HEI Cost Proposal Amendment 7
52nd Ave S – West of 63rd St. to Sheyenne Street
HE Project No. 6059-0158

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Attn: Jeremy Gorden

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

Description of Work: This contract amendment is to provide additional services for out-of-scope work for 52nd Ave. from Sheyenne St to 63rd St. Significant effort was spent relocating utilities and coordinating with utility companies that was not anticipated during initial scoping. The City of West Fargo also requested that Houston Engineering complete the parcel and easement acquisition for the West Fargo parcels, something that was not included in our original scope.

Fee: The total estimated fee for the above-described tasks is $47,500 summarized in Attachment 1.

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,

HoustonEngineering Inc.

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: Mayor

Date: 12-27-22

Proposal: Houston Engineering, Inc.

Signature: Jeremy M Laughlin 2022.12.19 16:17:49-06'00'

Title: Vice President

Date: 12-19-22

HoustonEngineering Inc.

1.0 Project Administration

Meetings and coordination with City of Fargo, West Fargo, North Dakota Department of Transportation (NDDOT) and Cass County to discuss permitting and utilities. Additional coordination time for tasks referenced below.

Actual Cost to Date:	$13,500
Estimated to Finish:	$ 1,500
Total for 1.0:	$15,00.00

2.0 Utility Relocation and Coordination

At the time of scoping, utilities hadn't been collected and verified for potential conflicts. Significant issues arose at the 52nd Ave/Sheyenne River bridge regarding utility conflicts. Xcel Energy, Minnkota, and others are required to relocate. Xcel has a gas line that will be required to be bored under the river in a new location and Minnkota must relocate some large poles for construction of the new bridge. Many meetings, survey, communications, and drawings were required to get the effort completed in an expedited manner.

Actual Cost to Date:	$22,100
Estimated to Finish:	$ 3,000
Total for 2.0:	$25,100

3.0 Easement Acquisition and Storm Sewer Design

It was requested for Houston Engineering to assist in acquiring temporary easements for the West Fargo properties located west of 63rd St. Original scoping anticipated that acquisition would be completed by the City of Fargo or West Fargo. Time included preparing the easement documents and coordinating with multiple residents and group meetings to acquire the easements in a very short window.

West Fargo requested that an existing storm sewer line be replaced from a previous point of repair. This work was originally not included in the scope per direction from the City so additional effort was required to coordinate the design of the new sewer and incorporate into the plans.

Actual Cost to Date:	$7,400

4.0 Shop Drawing Review and Bidding Questions

Included in construction engineering contract recently submitted.

Actual Cost to Date: $0.00

Total Est. Cost for tasks 1.0 through 4.0: $47,500

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-22-A1 Type: Negative Final Balancing Change Order #4

Location: Citywide Date of Hearing: 12/19/2022

Routing	Date
City Commission	12/27/2022
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Negative Final Balancing Change Order #4 in the amount of $-355,221.95, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #4 in the amount of $-355,221.95, bringing the total contract amount to $2,121,470.62.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #4 to Border States Paving.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of $-355,221.95, bringing the total contract amount to $2,121,470.62 to Border States Paving.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Sales Tax Funds & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☐	☐	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	Bruce Grubb
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

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-22-A1
SECTION 1 - WEST SIDE OF DEER CREEK, SECTION 2 - MAPLE VALLEY, SECTION 3 - 50TH AVE S & 51ST AVE S., SECTION 4 - 46TH ST S & 49TH AVE S, SECTION 5 - 34TH AVE S, 36TH AVE S & 39TH ST S, SECTION 6 - 25TH ST S FROM 32ND AVE S TO ROSE COULEE BRIDGE

Final Balancing Change Order

Change Order No 4 **Change Order Date** 12/1/2022

Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 4

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Section 1		Remove Sidewalk All Thicknesses All Types	SY	-6.880000000000001	0	10	-10	0	$48.40	-$484.00
								Section 1 Sub Total		**-$484.00**
Section 2		Rem & Repl Driveway 6" Thick Reinf Conc	SY	50		50	-50	0	$121.00	-$6,050.00
								Section 2 Sub Total		**-$6,050.00**
Section 4		Rem & Repl Driveway 6" Thick Reinf Conc	SY	50		50	-50	0	$121.00	-$6,050.00
								Section 4 Sub Total		**-$6,050.00**
Section 3		Rem & Repl Driveway 6" Thick Reinf Conc	SY	50		50	-50	0	$121.00	-$6,050.00
								Section 3 Sub Total		**-$6,050.00**
Section 1		Rem & Repl Driveway 6" Thick Reinf Conc	SY	100		100	-100	0	$120.00	-$12,000.00
								Section 1 Sub Total		**-$12,000.00**

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 ($)	C/O Ext Price ($)
Section 3		Repair Inlet	EA	-5	0	2	-2	0	$473.00	-$946.00
								Section 3 Sub Total		**-$946.00**
Section 4		Repair Inlet	EA	-5	0	2	-2	0	$473.00	-$946.00
								Section 4 Sub Total		**-$946.00**
Section 2		Repair Inlet	EA	-5	0	3	-3	0	$473.00	-$1,419.00
								Section 2 Sub Total		**-$1,419.00**
Section 4		GV Box to Grade - no Conc	EA	6	0	1	-1	0	$241.00	-$241.00
								Section 4 Sub Total		**-$241.00**
Section 5		GV Box to Grade - no Conc	EA	6	0	1	-1	0	$241.00	-$241.00
								Section 5 Sub Total		**-$241.00**
Section 1		F&I Sidewalk 6" Thick Reinf Conc	SY	6.859999999999999	0	10	-10	0	$88.30	-$883.00
								Section 1 Sub Total		**-$883.00**
Section 5		F&I Det Warn Panels Cast Iron	SF	-10	0	59	-59	0	$52.60	-$3,103.40
								Section 5 Sub Total		**-$3,103.40**
Section 1		F&I Det Warn Panels Cast Iron	SF	-10	0	8	-8	0	$52.60	-$420.80
	1	Repair Inlet	EA	-3	0	3	-1	2	$473.00	-$473.00
	2	Adjust Curb & Gutter - Mud/Sand Jack	LF	2149.62	0	1000	-114	886	$15.80	-$1,801.20
	3	Rem & Repl Curb & Gutter	LF	2122.6	0	1500	-617.3	882.7	$66.20	-$40,865.26
	4	Adjust Driveway - Mud/Sand Jack	SF	2519	0	1000	-532	468	$4.20	-$2,234.40
	5	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	5606.84	0	4540	-460.03	4079.97	$86.00	-$39,562.58

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 ($)	C/O Ext Price ($)
	7	GV Box to Grade - no Conc	EA	27	0	26	-5	21	$241.00	-$1,205.00
	9	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	849.79	0	200	-76.44	123.56	$5.00	-$382.20
	10	Sodding	SY	627.84	0	200	-141.4	58.6	$52.60	-$7,437.64
								Section 1 Sub Total		**-$94,382.08**
Section 2	12	Adjust Curb & Gutter - Mud/Sand Jack	LF	1589.62	0	1000	-674	326	$15.80	-$10,649.20
	13	Rem & Repl Curb & Gutter	LF	2064.1	0	1000	-175.8	824.2	$66.50	-$11,690.70
	14	F&I Sidewalk 6" Thick Reinf Conc	SY	19.229999999999997	0	10	2.37	12.37	$88.30	$209.27
	15	Remove Sidewalk All Thicknesses All Types	SY	5.489999999999998	0	10	2.37	12.37	$48.40	$114.71
	16	Adjust Driveway - Mud/Sand Jack	SF	2189	0	500	-362	138	$4.20	-$1,520.40
	17	F&I Det Warn Panels Cast Iron	SF	6	0	8	8	16	$52.60	$420.80
	18	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3862.2	0	2500	-164.67	2335.33	$86.00	-$14,161.62
	22	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	1902.23	0	1300	-124	1176	$5.00	-$620.00
	23	Sodding	SY	625.22	0	200	-144.02	55.98	$52.60	-$7,575.45
								Section 2 Sub Total		**-$45,472.59**
Section 3	25	Adjust Curb & Gutter - Mud/Sand Jack	LF	1522.62	0	500	-241	259	$15.80	-$3,807.80
	26	Rem & Repl Curb & Gutter	LF	1442.8999999999999	0	500	-297	203	$66.50	-$19,750.50
	27	Adjust Driveway - Mud/Sand Jack	SF	2083	0	500	-468	32	$4.20	-$1,965.60

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 ($)	C/O Ext Price ($)
	28	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2479.31	0	1050	-97.56	952.44	$86.00	-$8,390.16
	30	GV Box to Grade - no Conc	EA	7	0	2	-1	1	$241.00	-$241.00
	32	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	955.13	0	300	-71.1	228.9	$5.00	-$355.50
	33	Sodding	SY	587.73	0	100	-81.51	18.49	$52.60	-$4,287.43
									Section 3 Sub Total	**-$38,797.99**
Section 4	35	Adjust Curb & Gutter - Mud/Sand Jack	LF	2026.62	0	500	263	763	$15.80	$4,155.40
	36	Rem & Repl Curb & Gutter	LF	1623.1	0	500	-116.8	383.2	$66.50	-$7,767.20
	37	Adjust Driveway - Mud/Sand Jack	SF	2248	0	500	-303	197	$4.20	-$1,272.60
	38	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2559.4799999999996	0	1350	-317.39	1032.61	$86.00	-$27,295.54
	41	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	832.9	0	300	-193.33	106.67	$5.00	-$966.65
	42	Sodding	SY	628.75	0	100	-40.49	59.51	$52.60	-$2,129.77
									Section 4 Sub Total	**-$35,276.36**
Section 5	44	Repair Inlet	EA	-4	0	2	-1	1	$473.00	-$473.00
	45	Adjust Curb & Gutter - Mud/Sand Jack	LF	1559.62	0	500	-204	296	$15.80	-$3,223.20
	46	Rem & Repl Curb & Gutter	LF	1728	0	500	-11.9	488.1	$66.50	-$791.35
	47	F&I Sidewalk 4" Thick Reinf Conc	SY	363	0	363	0.27	363.27	$87.20	$23.54
	48	F&I Sidewalk 6" Thick Reinf Conc	SY	33.39	0	33	-6.47	26.53	$94.60	-$612.06
	49	Remove Sidewalk All Thicknesses All Types	SY	16.14	0	10	13.02	23.02	$48.40	$630.17

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 ($)	C/O Ext Price ($)
	50	Adjust Driveway - Mud/Sand Jack	SF	2165	0	500	-386	114	$4.20	-$1,621.20
	51	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50	0	50	-2.15	47.85	$121.00	-$260.15
	52	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2848.2299999999996	0	1650	-328.64	1321.36	$86.00	-$28,263.04
	54	Mill / Grind Asphalt Pvmt Along Curb	LF	5488	0	5206	1	5207	$4.00	$4.00
	55	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	1071.1100000000001	0	400	-55.12	344.88	$5.00	-$275.60
	56	Sodding	SY	576.24	0	100	-93	7	$52.60	-$4,891.80
	57	Paint Epoxy Line 4" Wide	LF	1160	0	776	20	796	$3.05	$61.00
								Section 5 Sub Total		**-$39,692.69**
Section 6	60	Adjust Curb & Gutter - Mud/Sand Jack	LF	1470	0	500	-293.62	206.38	$15.80	-$4,639.20
	61	Rem & Repl Curb & Gutter	LF	1468.8	0	250	-21.1	228.9	$66.50	-$1,403.15
	62	F&I Valley Gutter Reinf Conc	SY	20	0	20	2.22	22.22	$109.00	$241.98
	63	Remove Valley Gutter Reinf Conc	SY	20	0	20	2.22	22.22	$25.20	$55.94
	64	F&I Sidewalk 6" Thick Reinf Conc	SY	56.1	0	52	-2.76	49.24	$94.60	-$261.10
	65	Remove Sidewalk All Thicknesses All Types	SY	36.61	0	52	-8.51	43.49	$23.10	-$196.58
	66	F&I Det Warn Panels Cast Iron	SF	94	0	102	2	104	$52.60	$105.20
	67	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	6868.29	0	5500	-158.58	5341.42	$86.00	-$13,637.88

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 ($)	C/O Ext Price ($)
	68	Casting to Grade - no Conc	EA	25	0	25	1	26	$247.00	$247.00
	70	Mill / Grind Asphalt Pvmt Along Curb	LF	15644	0	15645	-282	15363	$4.00	-$1,128.00
	71	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	1319.99	0	800	-206.24	593.76	$5.00	-$1,031.20
	72	Sodding	SY	600.42	0	100	-68.82	31.18	$52.60	-$3,619.93
	73	Paint Epoxy Line 4" Wide	LF	17364	0	17384	-384	17000	$3.05	-$1,171.20
	74	Paint Epoxy Line 8" Wide	LF	778	0	778	-200	578	$6.10	-$1,220.00
	75	Paint Epoxy Line 16" Wide	LF	160	0	160	2	162	$16.80	$33.60
	76	Paint Epoxy Line 24" Wide	LF	700	0	700	8	708	$24.20	$193.60
	77	Paint Epoxy Message	SF	595	0	595	-32	563	$21.00	-$672.00
	79	F&I Detection Preformed Loop	EA	28	0	28	-24	4	$1,830.00	-$43,920.00
								Section 6 Sub Total		**-$72,022.91**
Change Order 4	86	Special Bid Item A	LS	-1	0	0	1	1	$3,559.82	$3,559.82
	87	Special Bid Item B	LS	-4	0	0	1	1	$2,261.25	$2,261.25
	88	Special Bid Item B	LS	-4	0	0	1	1	$1,507.50	$1,507.50
	89	Special Bid Item B	LS	-4	0	0	1	1	$251.25	$251.25
	90	Special Bid Item B	LS	-4	0	0	1	1	$1,005.00	$1,005.00
	91	Special Bid Item B	LS	-4	0	0	1	1	$251.25	$251.25
								Change Order 4 Sub Total		**$8,836.07**

Summary

Source Of Funding	Assessments and Sales Tax Funds
Net Amount Change Order # 4 ($)	-$355,221.95
Previous Change Orders ($)	$95,912.27
Original Contract Amount ($)	$2,380,780.30
Total Contract Amount ($)	$2,121,470.62

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

APPROVED	Joel Paur	APPROVED DATE	
For Contractor	Border States Paving Inc	Department Head	
Title	Area Manager	Mayor	
		Attest	12/20/22