

FARGO CITY COMMISSION AGENDA
Monday, July 17, 2017 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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.; and are also included in our video archive at FargoND.gov/citycommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, July 3, 2017).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 7/3/17:
 - a. Rezoning Certain Parcels of Land Lying in Schatz 4th Addition.
 - b. Rezoning Certain Parcels of Land Lying in Morton & Doty's Addition.
 - c. Repealing and Re-Enacting a Conditional Overlay District on Certain Parcels of Land Lying in Urban Plains by Brandt 1st Addition, Urban Plains by Brandt 2nd Addition, Urban Plains Medical Park Addition, Urban Plains Retail Addition, Urban Plains Center Addition, Urban Plains Northeast Retail Addition and Urban Plains Northeast Retail 2nd Addition.
- 2. Receive and file General Fund – Budget to Actual through June 30, 2017 (Unaudited).
- 3. Pledged securities as of June 30, 2017.
- 4. Receive and file Second Quarter Financial Status Report for Major Operating Funds through June 30, 2017.
- 5. Applications for Games of Chance:
 - a. Scottish Rite Holding Company for a raffle on 12/5/17.
 - b. Dakota Medical Foundation – Lend A Hand for a raffle on 7/27/17.
 - c. Knights of Columbus 4th Deg. Assembly 788 for a calendar raffle from 01/01/18 to 1/15/18.
 - d. YMCA of Cass and Clay Counties for a raffle on 8/1/17.
- 6. Resolution Authorizing Loan from Wells Fargo Bank, N.A. to the City of Fargo, ND; and Consenting to Loan Agreement between Wells Fargo Bank, N.A. and Cass County, ND.
- 7. Applications for property tax exemptions for improvements made to buildings:
 - a. Lynette M. Ohm, 1635 9th Street North (5 year).
 - b. James P. Deutsch Jr. and Rachel M. Rice, 1006 Southwood Drive South (5 year).
 - c. The Gloria A. Wrigley Rev. Living Trust Agreement, 1021 Park Drive South (5 year).
 - d. Peggy R. Stern, 2529 East Country Club Drive South (5 year).
 - e. ICD Builders, Inc., 1819 3rd Avenue North (5 year).
 - f. ICD Builders, Inc., 1819 3rd Avenue North (5 year).

- g. ICD Builders, Inc., 1819 3rd Avenue North (5 year).
8. Amended Memorandum of Understanding with the ND Court System for the purchase, implementation and usage of Odyssey Case Management System.
9. Community Faculty Contract with the University of ND School of Medicine and Health Sciences for medical school student training in the clinic for the 2017-2018 school year.
10. Purchase of Service Agreement with the ND Department of Health for Women's Way program (CFDA #93.898).
11. Notice of Grant Award with the ND Department of Health for the Water Pollution – EPA Block program (CFDA #66.605).
12. Agreement for Services with Whitney Oxendahl and Amendment to Agreement with Megan Myrdal to implement healthy concession stand options.
13. Direct City Attorney's office to review and update Article 13-10 of the Fargo Municipal Code relating to Recreational Aquatic Facilities.
14. Direct City Attorney's office to draft an Ordinance adopting Section 210.12 of the 2017 National Electrical Code.
15. Sole Source Procurement for the purchasing of the annual maintenance contracts in the IS Department.
16. Contract Amendment with Land Elements in the amount of \$33,170.00 for The Fargo Project.
17. Title VI and Non-Discrimination Plan.
18. Community Development Block Grant Storefront Rehab projects at 18 13 1/2 Street North, 30 University Drive North and 20 University Drive North.
19. Contract for Services with Spec Rescue International for Fire Department Structural Collapse Training in the amount of \$76,485.00.
20. Change Orders for the City Hall Project:
 - a. No. 8 for an increase of \$26,049.00 for the general construction contract.
 - b. No. 4 for an increase of \$1,396.00 for the electrical construction contract.
21. Addition of Project No. FM-17-E1 to the 2017 Capital Improvement Plan.
22. Bid advertisement for Project No. FM-17-E.
23. Contracts and bonds for Project Nos. WA1707 and WW1402-10.
24. Bills.
25. Early Building Permit for Improvement District No. BN-17-A1.
26. Change Orders for the following Improvement Districts:
 - a. No. 2 for an increase of \$5,621.90 for No. TR-16-A1.
 - b. No. 3 for an increase of \$10,434.86 for No. BN-15-N1.

- c. No. 4 for an increase of \$17,003.95 for No. BR-16-B1.
- 27. Final Balancing Change Orders for the following Improvement Districts:
 - a. No. 1 for an increase of \$293.30 for No. AN-16-E1.
 - b. No. 2 for a decrease of \$83,281.50 for No. BN-16-E1.
 - c. No. 2 for a decrease of \$7,058.60 for No. PN-15-N1.
 - d. No. 4 for a decrease of \$21,219.79 for No. BN-15-K1.
- 28. Bid award for Improvement District No. BN-17-A1.
- 29. Contracts and bonds for Improvement District Nos. BR-17-G1, BR-17-F1 and NR-17-B (general, mechanical and electrical).

REGULAR AGENDA:

- 30. Presentation of the ND Cares Certificate to the City of Fargo.
- 31. Communication from David Reuter requesting a change in the City's Ordinance to allow Fireworks in Fargo city limits:
 - a. City of Fargo Ordinance No. 10-0316 – Sale and use of fireworks in the City.
 - b. City of West Fargo Ordinance No. 12-0711 – Fireworks.
- 32. Commissioner Piepkorn would like to discuss Downtown Police Enforcement.
- 33. Public Hearings - 5:15 pm:
 - a. CONTINUE to 7/31/17 - Resolution Providing for the Issuance of Revenue Bonds by the Colorado Health Facilities on Behalf of the Evangelical Lutheran Good Samaritan Society.
 - b. Pantzke Addition (402 25th Street North); approval recommended by the Planning Commission on 6/6/17:
 - 1. Zoning change from LI, Limited Industrial to LI, Limited Industrial with a PUD, Planned Unit Development Overlay.
 - 2. 1st reading of rezoning Ordinance.
 - 3. Planned Unit Development Master Land Use Plan.
 - c. Text Amendment to amend Article 20-10, Chapter 20 of the Fargo Municipal Code (Land Development Code) relating to nonconformities:
 - 1. 1st reading of Ordinance.
 - d. Plat of Brandt Crossing Twelfth Addition, a replat of Lot 1, Block 1, Brandt Crossing Eleventh Addition (3270 51st Street South); approval recommended by the Planning Commission on 6/6/17.
- 34. State Water Commission requests for cost reimbursement for FM Diversion Flood Project Costs:
 - a. Costs totaling \$538,830.00.
 - b. Costs totaling \$457,440.00.
- 35. Recommendation for appointments and reappointments to the following Boards and Commissions:
 - a. Library Board.

b. Native American Commission.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 241-1310. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo web site at FargoND.gov/citycommission.

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN SCHATZ 4TH ADDITION,
FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 6, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 3, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Two (2), Block One (1) of Schatz 4th Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "MR-3", Multi-Dwelling Residential, District, to "LC", Limited Commercial, District with a "C-O, Conditional Overlay, District as is set forth in Section 2, below;

Section 2. The following described property:

Lots One (1), Three (3) and Four (4), Block One (1) of Schatz 4th Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to add a "CO", Conditional Overlay, District as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN SCHATZ 4TH ADDITION,
FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 6, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 3, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Two (2), Block One (1) of Schatz 4th Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from “MR-3”, Multi-Dwelling Residential, District, to “LC”, Limited Commercial, District with a “C-O, Conditional Overlay, District as is set forth in Section 2, below;

Section 2. The following described property:

Lots One (1), Three (3) and Four (4), Block One (1) of Schatz 4th Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to add a “CO”, Conditional Overlay, District as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1. This Conditional Overlay is intended to provide for a higher quality of design than is afforded by the City of Fargo Land Development Code regarding future commercial and residential development within the described property.
2. All primary buildings shall be constructed or clad with materials that are durable, economically-maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; EIFS (exterior insulation finishing system), glass, metal panes similar to 'Aluco Bond' and synthetic panels similar to 'Trespa'. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used. Horizontal metal lap siding and vertical metal batten shall be allowed on residential and commercial structures but shall not exceed 75% of the building elevation for residential structures and 50% for commercial.
3. Color schemes shall tie building elements together, relate pad buildings within the same development to each other, and shall be used to enhance the architectural form of a building.
4. All building facades greater than 150 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three percent of the length of the facade, and extending at least 20 percent of the length of the facade. No uninterrupted length of any facade shall exceed 150 horizontal feet. An articulated façade would emphasize elements on the face of a wall including change in setback, materials, roof pitch or height.
5. Ground floor facades that front Veterans Blvd shall have arcades, display windows, entry areas, awnings, or other such features along no less than 60 percent of their horizontal length. If the façade facing the street is not the front, it shall include the same features and/or landscaping in scale with the façade.
6. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view by parapets, including but not limited to the back of the structure. The average height of such parapets shall not exceed one third of the height of the supporting wall, and such parapets shall not be of a constant height for a distance of greater than 150 feet.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1. This Conditional Overlay is intended to provide for a higher quality of design than is afforded by the City of Fargo Land Development Code regarding future commercial and residential development within the described property.
2. All primary buildings shall be constructed or clad with materials that are durable, economically-maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; EIFS (exterior insulation finishing system), glass, metal panes similar to 'Aluco Bond' and synthetic panels similar to 'Trespa'. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used. Horizontal metal lap siding and vertical metal batten shall be allowed on residential and commercial structures but shall not exceed 75% of the building elevation for residential structures and 50% for commercial.
3. Color schemes shall tie building elements together, relate pad buildings within the same development to each other, and shall be used to enhance the architectural form of a building.
4. All building facades greater than 150 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three percent of the length of the facade, and extending at least 20 percent of the length of the facade. No uninterrupted length of any facade shall exceed 150 horizontal feet. An articulated façade would emphasis elements on the face of a wall including change in setback, materials, roof pitch or height.
5. Ground floor facades that front Veterans Blvd shall have arcades, display windows, entry areas, awnings, or other such features along no less than 60 percent of their horizontal length. If the façade facing the street is not the front, it shall include the same features and/or landscaping in scale with the façade.
6. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view by parapets, including but not limited to the back of the structure. The average height of such parapets shall not exceed one third of the height of the supporting wall, and such parapets shall not be of a constant height for a distance of greater than 150 feet.

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN MORTON & DOTY'S ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Morton & Doty's Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 6, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 3, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Eleven (11) through Thirteen (13), except the East Ten (10) feet thereof, Block One (1) of Morton & Doty's Addition to the city of Fargo, Cass County, North Dakota,

is hereby rezoned from "LC", Limited Commercial, District to "LC", Limited Commercial, District with a PUD, Planned Unit Development overlay as follows:

Allowed Uses: The Use Standards for the Vehicle Repair Use Category within the LC zoning district is modified as follows:

- The maximum site area shall not exceed 21,000 square feet and the maximum building size shall not exceed 7,500 square feet.

Additional Standards:

- Overhead service bay doors shall include two glass panels, at least 24 inches in height, and being the approximate width of the door.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN MORTON & DOTY'S ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on June 6, 2017; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on July 3, 2017,

11 NOW, THEREFORE,

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

13 Section 1. The following described property:

14 Lots Eleven (11) through Thirteen (13), except the East Ten (10) feet thereof, Block
15 One (1) of Morton & Doty's Addition to the city of Fargo, Cass County, North
16 Dakota,

17 is hereby rezoned from "LC", Limited Commercial, District to "LC", Limited Commercial, District
18 with a PUD, Planned Unit Development overlay as follows:

19 Allowed Uses: The Use Standards for the Vehicle Repair Use Category within the LC zoning
20 district is modified as follows:

- 21 • The maximum site area shall not exceed 21,000 square feet and the maximum building
22 size shall not exceed 7,500 square feet.

23 Additional Standards:

- Overhead service bay doors shall include two glass panels, at least 24 inches in height,
and being the approximate width of the door.

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-ENACTING A CONDITIONAL
OVERLAY DISTRICT ON CERTAIN PARCELS OF LAND
LYING IN URBAN PLAINS BY BRANDT 1ST ADDITION, URBAN PLAINS
BY BRANDT 2ND ADDITION, URBAN PLAINS MEDICAL PARK
ADDITION, URBAN PLAINS RETAIL ADDITION, URBAN PLAINS
CENTER ADDITION, URBAN PLAINS NORTHEAST RETAIL ADDITION,
AND URBAN PLAINS NORTHEAST RETAIL 2ND ADDITION,
FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Urban Plains by Brandt 1st Addition, Urban Plains by Brandt 2nd Addition, Urban Plains Medical Park Addition, Urban Plains Retail Addition, Urban Plains Center Addition, Urban Plains Northeast Retail Addition, and Urban Plains Northeast Retail 2nd Addition, Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 6, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 3, 2017; and,

WHEREAS, it is intended by this ordinance that the base zoning districts applicable to the property described herein shall remain unchanged and that the intended effect hereof is to repeal one or more a "C-O", Conditional Overlay, District and to re-enact and re-establish a modified version of a "C-O", Conditional Overlay, District;

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block Four (4), Lots Two (2) through Four (4), Block Five (5) and Lots Three (3) through Four (4), Block Eight (8) of Urban Plains by Brandt 1st Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8 of this ordinance, below,

Section 2. The following described property:

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Lots Two (2) through Three (3), Block One (1), Lot Two (2), Block Two (2), Lot One (1), Block Three (3), Lots Two (2) through Three (3), Block Five (5), and

Lot 1, Block 5 of Urban Plains by Brandt Second Addition, LESS the Parcels A and B, described more fully below:

PARCEL A: A parcel of land lying within the northerly 212.00 feet of Lot 1, Block 5 of URBAN PLAINS BY BRANDT SECOND ADDITION to the City of Fargo as files on record at the Office of the Recorder, Cass County, North Dakota, more particularly described as follows:

Commencing at the southwest corner of said Lot 1; thence North 02 degrees 28 minutes 56 seconds West, (Basis of Bearing is said Plat) along the west lien of said Lot 1, a distance of 400.09 feet to the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1 and on a curve concave to the south, for a distance of 284.26 feet, said curve having a radius or 980.22 feet; an interior angle of 16 degrees 36 minute 56 seconds, and chord bearing South 84 degrees 13 minutes 59 seconds East to the POINT OF BEGINNING; thence continue easterly along said north line and on a curve concave to the south, for a distance of 160.16 feet, said curve having a radius of 980.22 feet; an interior angle of 09 degrees 21 minutes 42 seconds, and chord bearing South 71 degrees 14 minutes 39 seconds East; thence easterly along said north line and on a reverse curve concave to the north, for a distance of 4.85 feet, said curve having a radius of 5000.00 feet, an interior angle of 00 degrees 03 minutes 20 seconds, and chord bearing South 66 degrees 35 minutes 28 seconds East; thence South 23 degrees 43 minutes 13 seconds West, a distance of 212.00 feet to a point on a non-tangent curve; thence westerly 129.32 feet on said curve concave to the south, said curve having a radius of 768.22 feet; an interior angle of 09 degrees 38 minutes 43 seconds. And chord bearing North 71 degrees 06 minutes 09 seconds West; thence North 14 degrees 04 minutes 29 seconds East, a distance of 212.00 feet to the POINT OF BEGINNING. [Said parcel containing 31,200 square feet, more or less, and being described on that certain instrument recorded at the office of the Recorder, County of Cass and State of North Dakota as Document Number 1424729]; and,

PARCEL B: A parcel of land lying within the northerly 212.00 feet of Lot 1, Block 5, of URBAN PLAINS BY BRANDT SECOND ADDITION to the City of Fargo as filed and on record at the Office of the Recorder, Cass County, North Dakota, more particularly described as follows:

Commencing at the southwest corner of said Lot 1; thence North 02 degree 28 minutes 56 seconds West (Basis of Bearing is said Plat) along the west line of said Lot 1, a distance of 400.09 feet to the northwest corner of said Lot 1 and the POINT OF BEGINNING; thence easterly along the north line of said Lot 1 and on a curve concave

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

to the south, for a distance of 284.26 feet, said curve having a radius of 980.22 feet; an interior angle of 16 degrees 36 minutes 56 seconds, and chord bearing South 84 degrees 13 minutes 59 seconds East; thence South 14 degrees 04 minutes 29 seconds West, a distance of 212.00 feet to a point on a non-tangent curve; thence westerly 223.00 feet on said curve concave to the south, having a radius of 768.22 feet; an interior angle of 16 degrees 37 minutes 55 seconds, and chord bearing North 84 degrees 14 minutes 28 seconds West to a point on the west line of said Lot 1; thence North 02 degrees 28 minutes 56 seconds West, along said west line, a distance of 212.00 feet to the POINT OF BEGINNING. [Said parcel containing 53,770 square feet, more or less, and being described on that certain instrument recorded at the office of the Recorder, County of Cass and State of North Dakota as Document Number Document #1425726]

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8 of this ordinance, below:

Section 3. The following described property:

Lots Five (5) through Six (6), Block One (1) of Urban Plains Medical Park Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8 of this ordinance, below,

Section 4. The following described property:

Lots Seven (7) through Ten (1), Block One (1) of Urban Plains Retail Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District is as set forth in Section 8 of this ordinance, below,

Section 5. The following described property:

Lots One (1) through Three (3), Block Three (3) and Lot One (1), Block Four (4) of Urban Plains Center Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8 of this ordinance, below,

Section 6. The following described property, Parcels C, D and E:

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(C) Those parts of Lots 3 and 4, Block 1 of Urban Plains Northeast Retail Addition to the City of Fargo, Cass County, North Dakota more particularly described as follows:

1 Beginning at the northeast corner of said Lot 4; thence South 89 degrees 53
2 minutes 46 seconds West (based on the east line of said Lot 4 having a bearing
3 of South 02 degrees 28 minutes 19 seconds East) for a distance of 142.80 feet;
4 thence South 02 degrees 28 minutes 19 seconds East for a distance of 26.86 feet;
5 thence South 17 degrees 59 minutes 51 seconds West for a distance of 341.34
6 feet to the northwest corner of Lot 5 of said Block 1; thence North 87 degrees 30
7 minutes 32 seconds East on the north line of said Lot 5; thence North 02 degrees
8 28 minutes 19 seconds West on said east line of Lot 4 for a distance of
9 340.66 feet to the point of beginning;

6 (description obtained from Doc. No. 1274443, Cass County Recorder); AND,

7 (D) That part of Lot Four (4), Block One (1) of Urban Plains Northeast Retail
8 Addition to the City of Fargo, Cass County, North Dakota, being further described as
9 follows:

10 Commencing at the northeast corner of said Lot 4; thence South 89 degrees 53
11 minutes 46 seconds West (based on the east line of said Lot 4 having a bearing
12 of South 02 degrees 28 minutes 19 seconds East) for a distance of 142.80 feet;
13 thence South 02 degrees 28 minutes 19 seconds East for a distance of 26.86 feet
14 to the point of beginning; thence South 17 degrees 59 minutes 51 seconds West
15 for a distance of 341.34 feet to the northwest corner of said Lot 5 of said Block
16 1; thence northwesterly 198.58 feet on the arc of non-tangential curve concave to
17 the northeast, said curve having a central angle of 13 degrees 35 minutes 08
18 seconds, a radius on 837.50 feet, a chord length of 198.12 feet and a chord
19 bearing of North 78 degrees 31 minutes 15 seconds West; thence North 17
20 degrees 43 minutes 36 seconds East for a distance of 30.84 feet; thence
21 northeasterly 415.92 feet on the arc of non-tangential curve concave to the
22 southeast, said curve having a central angle of 74 degrees 57 minutes 10 seconds,
23 a radius of 317.94 feet, a chord length of 386.89 and a chord bearing of North 48
degrees 36 minutes 17 seconds East to the point of beginning;

19 (description obtained from Doc. No. 1247738, Cass County Recorder); AND,

20 (E) That part of Lot 4, Block 1 of Urban Plains Northeast Retail Addition to the City of
21 Fargo, Cass County, North Dakota more particularly described as follows:

22 Commencing at the northeast corner of sail Lot 4; thence South 89 degrees 53 minutes
23 46 seconds West (based on the east line of said Lot 4 having a bearing of South 02
degrees 28 minutes 19 seconds East) for a distance of 142.80 feet; thence South 02

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degrees 28 minutes 19 seconds East for a distance of 26.86 feet; thence South 17 degrees 59 minutes 51 seconds West for a distance of 341.34 feet to the northwest corner of Lot 5 of said Block 1 and the point of beginning; thence northwesterly 171.58 feet on the arc of non-tangential curve concave to the northeast, said curve having a central angle of 11 degrees 44 minutes 18 seconds, a radius of 837.50 feet, a chord length of 171.28 feet and a chord bearing of South 79 degrees 26 minutes 41 seconds East; thence South 17 degrees 43 minutes 36 seconds West for a distance of 369.29 feet to the south line of said Lot 4; thence along said south line southeasterly 97.54 feet on the arc of non-tangential curve concave to the northeast, said curve having a central angle of 62 degrees 05 Minutes 34 Seconds, a radius of 90.00 feet, a chord length of 92.83 feet and a chord bearing of South 78 Degrees 49 Minutes 31 seconds East; thence continuing along said south line northeasterly 141.60 feet on the arc of a curve concave to the southeast, said curve having a central angle of 06 degrees 22 minutes 19 seconds, a radius of 1273.31 feet, a chord length of 141.53 feet and a chord bearing of North 73 degrees 18 minutes 52 seconds East to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 for a distance of 80.59 feet on the arc of non-tangential curve concave to the east, said curve having a central angle of 27 degrees 23 minutes 39 seconds, a radius of 168.55 feet, a chord length of 79.82 feet and a chord bearing of North 00 degrees 11 minutes 50 seconds East; thence continuing along said west line North 13 degrees 53 minutes 39 seconds East for a distance of 224.48 feet to the point of beginning;

(description obtained from Doc. No. 1306364, Cass County Recorder) are hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, set forth in Section 8 of this ordinance, below,

Section 7. The following described property:

Lots Two (2) through Three (3), Block One (1) of Urban Plains Northeast Retail 2nd Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8, below:

Section 8. The "C-O", Conditional Overlay, District terms are as follows:

Part A): The following requirements apply to all mixed-use and non-residential development:

1) Description

This C-O, Conditional Overlay district is primarily intended to encourage high-

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 quality, durable, and long-lasting investments in order to enhance the quality of life
2 and discourage blight. To that end, it is intended that all properties be designed to
3 a human scale and that buildings should have architectural interest and variety
4 through the use of articulated façades. In order to avoid the effect of a single, long,
5 or massive wall with no relation to human scale, it is intended that articulated
6 façades should include elements such as setbacks, change in materials, roof pitch or
7 height variability.

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2) Building form and style

2.1 Entrances and pedestrian walkway features leading to entrances shall be provided
from both the parking areas and the street right-of-way.

2.2 All building elevations/façades greater than 150 feet in length, measured
horizontally from vertical edge to vertical edge, shall incorporate wall plane
projections or recesses. Each projection and/or recess shall have a depth of at least
five feet, and the cumulative total horizontal width of all projections and/or recesses
within a façade shall equate to at least an accumulated total of 20 percent of the
overall horizontal length of the façade. No uninterrupted length of any façade shall
exceed 150 horizontal feet.

2.3 Ground floor façades of non-residential buildings that face public right-of-way shall
have arcades, display windows, entry areas, awnings, or other such features along no
less than 60 percent of its horizontal length.

2.4 All buildings, regardless of size, shall have clearly-defined, highly-visible, public
entrances that connect to public spaces, streets, pedestrian paths and plazas
with no fewer than two of the following:

- i. Canopies, awnings or porticos
- ii. Recesses/projections varying the façade
- iii. Raised corniced parapets over the door
- iv. Peaked roof forms
- v. Arches or arcades
- vi. Entry courts
- vii. Raised landscape planters and/or wing walls integrated with the building

2.4 Principle Materials – Unless otherwise deemed acceptable by the Zoning Administrator,
all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, or glass. All materials shall be commercial grade, durable, and have a multi-generational life span.

1 2.5 Accent Materials – In conjunction with the principle materials listed above, the following
2 accent materials may also be used to construct or clad exterior walls: finished wood,
3 architectural metal panels, and vinyl. Accent materials shall be applied to no greater
4 than 10 percent of each building façade.

5 2.6 Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed
6 from public view at ground level by parapets or other enclosures. The average height of
7 such parapets shall not exceed fifteen percent of the height of the supporting wall.

8 2.7 Loading/unloading areas, building service entrances, loading docks, overhead doors, and
9 ground level HVAC units shall be visually screened from adjacent public right-of-way
10 by structures and/or landscaping. All structures used for visual screening shall be
11 constructed or clad with the same materials used for the primary building.

12 2.8 Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or
13 rear of buildings and shall be visually screened from adjacent public right-of-way by
14 permanent walls. The permanent walls shall be constructed or clad with the same
15 materials used for the primary building. Dumpsters and refuse containers shall contain
16 permanent walls on at least three sides with the service opening not directly facing
17 any public right-of-way or residentially zoned property. The fourth side shall
18 incorporate a metal gate to visually screen the dumpsters or refuse containers.

19 3) Site Design

20 3.1 A minimum of 5% of the internal surface area of the parking lot shall be
21 landscaped through the use of planter islands and peninsulas.

22 3.2 Separate vehicular and pedestrian circulation systems shall be provided. An on-
23 site system of pedestrian walkways shall be provided between building entrances
and the following:

- i. Parking lots or parking structures
- ii. Any public sidewalk or multi-use path along the perimeter of the lot
- iii. Entrances of other buildings on the site
- iv. Any public sidewalk system along the perimeter streets adjacent to the development

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

4) Prohibited Uses

For the purposes of this Conditional Overlay, the following uses are prohibited:

4.1 Portable advertising signs

4.2 Detention facilities

4.3 Self-service storage

4.4 Vehicle repair

4.5 Vehicle service, limited

4.6 Industrial uses

4.7 Adult entertainment center

5) Conditional Uses

For the purposes of this Conditional Overlay, the following uses require approval of a Conditional Use Permit in accordance with Section 20-0909 of the LDC:

5.1 Off-premise advertising

6) Definitions

For the purposes of this Conditional Overlay, the following terms shall have the meanings ascribed to them:

6.1 *Facade*: Any exterior side of a building as viewed from a single direction. Said direction is typically perpendicular to the exterior side of the building being viewed.

6.2 *Depth*: A horizontal distance that is perpendicular to a building façade.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

6.3 *Elevation*: A horizontal orthographic projection of a building on to a vertical plane, the vertical plane being parallel to one side of the building

Part B): The following requirements apply to all residential development:

1) Description

This C-O, Conditional Overlay district is primarily intended to encourage high-quality, durable, and long-lasting investments in order to enhance the quality of life and discourage blight. To that end, it is intended that all properties be designed to a human scale and that buildings should have architectural interest and variety through the use of articulated façades. In order to avoid the effect of a single, long, or massive wall with no relation to human scale, it is intended that articulated façades should include elements such as setbacks, change in materials, roof pitch or height variability.

2) Building form and style

2.1 Principle Materials – Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Horizontal metal lap siding and vertical metal batten shall be allowed on residential structures but should not exceed 75% of the building elevation.

2.2 Accent Materials – In conjunction with the principle materials listed above, the following accent materials may also be used to construct or clad exterior walls: finished wood, architectural metal panels, and vinyl. Accent materials shall be applied to no greater than 10 percent of each building façade.

2.3 Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by walls or fencing. Dumpsters and refuse containers shall contain walls or fencing on at least three sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a gate to visually screen the dumpsters or refuse containers.

3) Site Design

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

3.1 Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

- i. Parking lots or parking structures
- ii. Any public sidewalk or multi-use path along the perimeter of the lot
- iii. Entrances of other buildings on the site
- iv. Any public sidewalk system along the perimeter streets adjacent to the development
- v. Adjacent pedestrian origins and destinations—including but not limited to transit stops, residential development, office buildings, and retail shopping buildings— where deemed practical and appropriate by the Zoning Administrator.

Section 9. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 10. This ordinance shall be in full force and effect from and after its passage and approval.

Timothy J. Mahoney, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

②

**CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH JUNE 30, 2017
(UNAUDITED)**

	2017 BUDGET	2017 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 23,228,511	\$ 24,246,496	\$ 1,017,985
Licenses & Permits	2,219,962	1,934,885	(285,077)
Fines & Traffic Tickets	1,086,409	1,020,991	(65,418)
Intergovernmental Revenue	6,538,240	6,259,914	(278,326)
Charges for Services	6,434,370	5,607,590	(826,780)
Interest	1,364,490	1,502,308	137,818
Miscellaneous Revenue	375,046	416,623	41,577
Transfers In	7,259,986	7,436,837	176,851
Total Revenues	\$ 48,507,014	\$ 48,425,644	\$ (81,370)
EXPENDITURES:			
City Administrator	\$ 3,243,043	\$ 3,097,126	\$ 145,917
Finance	3,845,946	3,577,133	268,813
Planning & Development	2,269,218	1,929,940	339,278
Transit	3,547,170	3,223,731	323,439
Public Works	7,770,018	7,350,197	419,821
Fire Department	6,385,790	6,259,225	126,565
Police	9,506,264	9,372,218	134,046
Health	5,095,386	5,038,627	56,759
Library	2,028,597	2,014,102	14,495
Commission	327,293	289,936	37,357
Civic Center	204,236	195,961	8,275
Social Services	358,400	320,600	37,800
Capital Outlay	1,810,595	528,939	1,281,656
Vehicle Replacement/IT	1,400,122	1,189,970	210,152
Contingency	353,441	9,573	343,868
Transfers Out	1,523,330	1,283,803	239,527
Total Expenditures	\$ 49,668,849	\$ 45,681,081	\$ 3,987,768
Excess of Revenue Over (Under) Expenditures	\$ (1,161,835)	\$ 2,744,563	\$ 3,906,398

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Approval of Pledged Securities

DATE: July 13, 2017

North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of \$250,000. NDCC calls for re-approval on a semi-annual basis.

At this time, I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

First International Bank & Trust	\$ 9,359,260
US Bank (Letter of Credit)	\$ 5,000,000
Wells Fargo	<u>\$ 33,351,040</u>
Total Pledged Collateral	<u>\$ 47,710,300</u>

Detailed pledge security reports are attached for your review.

If you have any questions, please call me at 241-1301

Recommended Motion:

Approve the listing of pledged securities as of June 30, 2017.



BNY MELLON

Broker/Dealer Services
 One Wall Street, Fourth Floor
 New York, NY 10286

Date: 06/30/17

001041 XBGSCD61
 ATTN: STEVEN SPRAGUE
 CITY OF FARGO
 200 3RD STREET
 FARGO, ND 58012

Account Id: WUB366

Tax Id Number: 456002069

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 06/30/17

The collateral segregated on your behalf on 06/30/17 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
3128P8CQ2	FMAC FGPC 3.000% 06/01/36	1,000.00	936.48
3138ETFL5	FNMA FNMS 2.500% 06/01/30	1,206,150.00	929,138.08
3138MDS52	FNMA FNMS 3.000% 10/01/42	12,310,411.00	7,970,725.09
3138MGA88	FNMA FNMS 3.000% 11/01/42	34,139,821.00	24,450,240.82
TOTAL MKT VALUE			33,351,040.48



BNY MELLON

BROKER DEALER SERVICES DIVISION PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

~~Market data, which is subject to availability, may or may not be current.~~

The information reported or reflected herein is proprietary to its suppliers and is for your internal use only. It may not be copied, reproduced, published, posted, transmitted, displayed, stored, modified, sublicensed, transferred, disclosed or distributed or used for any purpose without BNYM's express written permission or that of its vendors or other third parties, as applicable.

REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.

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WATFORD CITY-FIRST INTL BANK
 STUART L. MCDANIEL
 PO BOX 607
 WATFORD CITY, ND 58854-0607

Internal USE ONLY
 Client Code: CFAR
 Client Name: CITY OF FARGO
 Retention Date: 08/01/2023
 As of 06/30/2017
 Page 1

Pledged Custody Holdings for Currency USD

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
249164MD3	10/17/2014			DENVER CO CITY & CNTY GO
174012648				3.00, 08/01/2023
*Pledged (CFAR)	As of 06/30/2017		1,000,000.00	CITY OF FARGO
3128MIEBL4	01/08/2015			FHLMC POOL G15243
174013537				3.00, 11/01/2027
Pledged (CFAR)	As of 10/30/2015		2,967,422.60	CITY OF FARGO
			5,000,000.00	
3138E7TW4	09/11/2013			FNMA POOL AK3264
174009016				3.00, 02/01/2027
Pledged (CFAR)	As of 10/29/2014		2,436,836.94	CITY OF FARGO
			7,100,000.00	
610100VV8	02/02/2016			MONONA WI PROM NOTES GO
174017249				2.00, 10/01/2023
Pledged (CFAR)	As of 03/31/2016		600,000.00	CITY OF FARGO
717021HY8	07/06/2011			PEWAUKEE WI GO
174001662				4.00, 03/01/2025
Pledged (CFAR)	As of 04/07/2016		1,155,000.00	CITY OF FARGO
952718LT9	02/19/2010			WEST FARGO ND GO
161003491				3.25, 05/01/2018
Pledged (CFAR)	As of 04/07/2016		605,000.00	CITY OF FARGO
952724AS1	09/15/2011			WEST FARGO ND GO
159002848				3.05, 05/01/2026
Pledged (CFAR)	As of 12/30/2016		595,000.00	CITY OF FARGO
Pledged USD Par			9,359,259.54	
Pledged USD Orig Face			16,055,000.00	

*COLLATERAL ADDED



You are a valued customer of Bank of North Dakota.
 We sincerely appreciate your business!



221 East Fourth Street
Suite 600
Cincinnati, OH 45202

T (513) 852-7500
F (513) 852-7655
www.fhlbcin.com

Issue Date: December 30, 2016

LOC No.: 522234

Beneficiary: City of Fargo
200 North 3rd St.
Fargo, ND 58102-0000

Ladies and Gentlemen:

For the account of U S BANK NATIONAL ASSOCIATION, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$2,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferable.

Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Wednesday, February 01, 2017.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,

Jeff Berryman
Vice President

Lisa Wishart
Credit Operations Officer

c: Patricia Finnemore
U S BANK NATIONAL ASSOCIATION



221 East Fourth Street
Suite 600
Cincinnati, OH 45202

T (513) 852-7500
F (513) 852-7655
www.fhlbcin.com

Issue Date: November 1, 2016

LOC No.: 520933

Beneficiary: City of Fargo
200 North 3rd St.
Fargo, ND 58102-0000

Ladies and Gentlemen:

For the account of U S BANK NATIONAL ASSOCIATION, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$3,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferable.

Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Wednesday, February 01, 2017.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,

Jeff Berryman
Vice President

Lisa Wishart
Credit Operations Officer

c: Patricia Finnemore
U S BANK NATIONAL ASSOCIATION

4

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE JF

**RE: SECOND QUARTER FINANCIAL STATUS REPORT
FOR MAJOR OPERATING FUNDS**

DATE: JULY 13, 2017

The financial status reports covering our major operating funds are presented for your review. They cover year to date activity through June 30, 2017.

This has been prepared in accordance with the Finance Committee's policy of formal quarterly financial updates as a supplement to the monthly financial report provided each month for the General Fund. Variance explanations are provided where applicable.

Suggested Motion:

Approve the financial status report for the second quarter of FY 2017 for all major operating funds.

**CITY OF FARGO, NORTH DAKOTA
FINANCIAL STATUS REPORT
BUDGET TO ACTUAL FOR QUARTER ENDING JUNE 30, 2017**

REVENUES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	\$ 48,507,000	\$ 48,426,000	\$ (81,000)	-0.2%	
Enterprise Funds:					
Water	10,357,000	9,487,000	(870,000)	-8.4%	(1)
Solid Waste	7,691,000	6,744,000	(947,000)	-12.3%	(2)
Wastewater	5,195,000	5,159,000	(36,000)	-0.7%	
Street Lighting	917,000	940,000	23,000	2.5%	
Forestry	878,000	897,000	19,000	2.2%	
Storm Sewer	765,000	765,000	-	0.0%	
Vector Control	325,000	331,000	6,000	1.8%	
Total Enterprise Funds	26,128,000	24,323,000	(1,805,000)	-6.9%	
Total Operating Funds	\$ 74,635,000	\$ 72,749,000	\$ (1,886,000)	-2.5%	

Reporting Basis: Revised Budget

EXPENDITURES:	Budget	Actual	Variance	Variance Percentage	%
General Fund	\$ 49,669,000	\$ 45,681,000	\$ 3,988,000	8.0%	
Enterprise Funds:					
Water	10,444,000	8,266,000	2,178,000	20.9%	
Solid Waste	8,833,000	8,076,000	757,000	8.6%	
Wastewater	5,227,000	4,406,000	821,000	15.7%	
Storm Sewer	856,000	944,000	(88,000)	-10.3%	
Forestry	986,000	900,000	86,000	8.7%	
Street Lighting	972,000	767,000	205,000	21.1%	
Vector Control	376,000	107,000	269,000	71.5%	
Total Enterprise Funds	27,694,000	23,466,000	4,228,000	15.3%	
Total Operating Funds	\$ 77,363,000	\$ 69,147,000	\$ 8,216,000	10.6%	

Reporting Basis: Revised Budget

Footnotes:

- (1) Water sales to West Fargo were slightly overbudgeted in the 2017 budget, will be adjusted during 2018 budget process
(2) Land sale executed in 2016, will be removed from 2017 budget during the 2018 budget process

5a

\$25.00
CC 2693
7-5-17



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

Application for: Local Permit Charity Local Permit (one event per year)

Name of Non-profit Organization <u>Scottish Rite Holding Company</u>		Date(s) of Activity <u>Dec 5, 17 to 12/5/17</u>		For a raffle, provide drawing date(s): <u>Dec. 5, 17</u>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <u>Robert A Nelson</u>		Title <u>Treasurer</u>		Business Phone Number <u>701-235-7875</u>	
Business Address <u>1405 3rd St N</u>		City <u>Fargo</u>		State <u>ND</u>	Zip Code <u>58102</u>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <u>Board Room of Fargo Masonic Center</u>		Site Address <u>1405 3rd St N</u>			
City <u>Fargo</u>		State <u>ND</u>	Zip Code <u>58102</u>	County <u>CASS</u>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	500 ⁰⁰ Cash	\$500 ⁰⁰			
Raffle	200 ⁰⁰ Cash	\$200 ⁰⁰			
Raffle	100 ⁰⁰ Cash	\$100 ⁰⁰			
Total:					(Limit \$12,000 per year) \$ 800 ⁰⁰

Intended uses of gaming proceeds: General Maintenance Building + Parking Lot

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

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ None . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <u>Robert A. Nelson</u>	Date <u>7-4-2017</u>	Title <u>Treasurer</u>	Business Phone Number <u>701-235-7875</u>
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56

V1229
7/10/17



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization Dakota Medical Foundation - Lend A Hand		Date(s) of Activity 7/27/2017 to 7/27/2017		For a raffle, provide drawing date(s): 07/27/17	
Person Responsible for the Gaming Operation and Disbursement of Net Income Christine Rose		Title City Of Fargo		Business Phone Number (701) 241-1453	
Business Address 402 23 St N		City Fargo		State ND	Zip Code 58102-xxxx
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Oak Grove		Site Address 144 South Terrace N			
City Fargo		State ND	Zip Code 58102-xxxx	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	50% Prize	\$500.00			
Total:					(Limit \$12,000 per year) \$ 500.00

Intended uses of gaming proceeds: proceeds to be donated to Lend A Hand to help families in medical crisis.

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

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 100.00. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Christine Rose</i>	Date 6/27/2017	Title President, Dmf	Business Phone Number (701) 271-0273
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

50

25.00 - cash
7/12/17

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization Knights of Columbus 4th Dg. Assembly 788		Date(s) of Activity 01-01-18 to 01-31-18		For a raffle, provide drawing date(s): 1-15-18	
Person Responsible for the Gaming Operation and Disbursement of Net Income John A. Herlick		Title Raffle Chairman		Business Phone Number 701-412-6776	
Business Address 104 Meadows Lark Lane NE		City Fargo		State ND	Zip Code 58102-2160
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted St Mary's Cathedral Social Hall		Site Address 614-7th St N Fargo			
City Fargo		State ND	Zip Code 58102	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Calendar Raffle	Cash	\$1390.00			
Total:					(Limit \$12,000 per year) \$ 1,390.00

Intended uses of gaming proceeds: Charity and Scholarships

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

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official John A. Herlick	Date 7-12-2017	Title Raffle Chairman	Business Phone Number 701 412 6776
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\$25.00
7-11-17
CC9622



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

50

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization Ymca Of Cass And Clay Counties	Date(s) of Activity 8/1/2017 to 8/1/2017	For a raffle, provide drawing date(s): 08/01/2017	
Person Responsible for the Gaming Operation and Disbursement of Net Income Christie Gleason	Title Fin. Dev. Cor	Business Phone Number (701) 364-4120	
Business Address 400 1st Ave S	City Fargo	State ND	Zip Code 58103-0000
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Edgewood Golf Course	Site Address 19 Golf Course Rd		
City Fargo	State ND	Zip Code 58102-0000	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	UND Item	\$100.00	Raffle	Junkyard Brew	\$20.00
Raffle	Drekker Brew	\$54.00	Raffle	Proof	\$50.00
Raffle	DL Country Club	\$268.00	Raffle	Golf items	\$50.00
Total:					(Limit \$12,000 per year) \$ 542.00

Intended uses of gaming proceeds: All funds raised will support the Y's Paul Howry Endowment Fund which benefits YMCA participants with mental or physical disabilities.

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

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____ This amount is part of the total prize limit of \$12,000 per year.


Signature of Organization's Top Executive Official 	Date 7/10/2017	Title President	Business Phone Number (701) 364-4114
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Finance Office

P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE 

RE: RESOLUTION AUTHORIZING LOAN FROM WELLS FARGO BANK, N.A. TO THE CITY OF FARGO, AND CONSENTING TO LOAN AGREEMENT BETWEEN WELLS FARGO BANK, N.A AND CASS COUNTY, NORTH DAKOTA

DATE: JULY 11, 2017

The City of Fargo, as a local sponsor of the FM Diversion project has obtained two bank loans from Wells Fargo in the cumulative amount of \$100 million. One loan matures on July 31, 2017 and the other on July 31, 2018.

The FMDA Finance team has renegotiated the terms of these two loans with Wells Fargo seeking to consolidate, renew, and extend the term of the loan into a single loan totaling \$100 million. This allows us to have a short term funding strategy in place until a P3 bid award is approved for this project.

The FMDA Finance Committee and the FM Diversion Authority have approved moving forward with this recommendation. Cass County will be completing an identical transaction for their share of the project.

A copy of the loan agreement and the loan note are on file with the City Commission Office and has not been submitted with this request. The City's bond counsel has been involved a review of the agreements and will provide a legal opinion for this transaction.

Your approval is requested.

Suggested Motion:

Approve a resolution authorizing a loan from Wells Fargo N.A to the City of Fargo, North Dakota, consenting to a loan agreement between Wells Fargo N.A and Cass County, North Dakota and approving a revised intergovernmental agreement between Fargo and Cass County.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING LOAN FROM WELLS FARGO BANK, N.A., TO THE CITY OF FARGO, NORTH DAKOTA; AND CONSENTING TO LOAN AGREEMENT BETWEEN WELLS FARGO BANK, N.A., AND CASS COUNTY, NORTH DAKOTA

WHEREAS, the City of Fargo, North Dakota (the “City”) and Cass County, North Dakota (the “County”) are Member Entities to the Metro Flood Diversion Authority (the “Diversion Authority”) and are authorized by Article XI of the Joint Powers Agreement¹ (“JPA”) to cooperate in the issuance of Debt Obligations² for the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013 (the “Project”); and

WHEREAS, the City and the County previously determined it necessary to cooperate with each other with respect to obtaining interim financing (the “Original Interim Financing” which was replaced with other interim financing) (the “Series B Interim Debt Obligation”)³ for planning, design and the construction of the Project; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement, dated as of July 1, 2014 (the “Original Intergovernmental Agreement”), a Supplemental Intergovernmental Agreement, dated as of May 1, 2015, (the “Supplemental Intergovernmental Agreement”) relating to the Original Interim Financing which was replaced with other interim financing, an Intergovernmental Agreement (Series 2016), dated as of September 1, 2016 (the “Intergovernmental Agreement Series 2016,” and an Intergovernmental Agreement (Series 2017), dated as of July 1, 2017, together with the Original Intergovernmental Agreement and the Supplemental Intergovernmental Agreement, the “Intergovernmental Agreements”), relating to the Series B Interim Debt Obligation, which agreement related to the prior pledge by the County of ninety-one percent (91%) of the proceeds generated by the one-half percent (1/2%) sales and use tax imposed by Ordinance No. 2010-2 of the County (the “County 2010-2 Sales Tax”) to the repayment of the original Interim Debt and the Series B Interim Debt Obligation, respectively,

¹ The Agreement effective as of June 1, 2016, between the City of Moorhead, a political subdivision of the State of Minnesota; the City of Fargo, a political subdivision of the State of North Dakota; Clay County, a political subdivision of the State of Minnesota; Cass County, a political subdivision of the State of North Dakota; and Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, to establish the duties, responsibilities and obligations of each party regarding the Project.

² Any loan, note, bond, or other security instrument issued by one or more of the Member Entities to provide either temporary or permanent financing of the Project.

³ The Series B Interim Debt Obligation consists of the County 2016 Additional Loan, City 2016 Additional Loan, County 2016 Refund Loan, and City 2016 Refund Loan, collectively from Wells Fargo and in the aggregate principal amount of two hundred million dollars (\$200,000,000).

and the pledge of the City of one hundred percent (100%) of the proceeds generated by the one-half percent (1/2%) sales and use tax imposed by Article 3-21 of the Fargo Municipal Code (the "City 3-21 Sales Tax") to the repayment of the Series B Interim Debt Obligation, respectively; and

WHEREAS, in 2016, the Diversion Authority, the County, and the City requested proposals for tax-exempt direct funded loans or draw-down lines of credit from multiple institutions, including Wells Fargo Bank, National Association ("Wells Fargo"); and

WHEREAS, the Diversion Authority, the County, and the City determined that the proposal of Wells Fargo was the lowest cost alternative; and

WHEREAS, the County entered into a Loan Agreement, dated as of September 1, 2016 (the "County 2016 Additional Loan Agreement") for an initial loan from Wells Fargo in the maximum principal amount of \$50,000,000 (the "County 2016 Additional Loan") as part of the Series B Interim Debt Obligation; and

WHEREAS, the County additionally entered into a Temporary Sales Tax Revenue Note Purchase Agreement with Wells Fargo (the "County 2016 Refund Loan Agreement") and issued a Temporary Sales Tax Revenue Note of 2016 (the "County 2016 Refund Loan") to Wells Fargo, in the principal amount of \$50,000,000, as part of the Series B Interim Debt Obligation; and

WHEREAS, the City entered into a Loan Agreement, dated as of September 1, 2016 (the "City 2016 Additional Loan Agreement"), for an initial loan from Wells Fargo in the maximum principal amount of \$50,000,000 (the "City 2016 Additional Loan"), as part of Series B Interim Debt Obligation; and

WHEREAS, the City additionally entered into a Temporary Sales Tax Revenue Note Purchase Agreement with Wells Fargo (the "City 2016 Refund Loan Agreement") and issued a Temporary Sales Tax Revenue Note of 2016 (the "City 2016 Refund Loan") to Wells Fargo, in the principal amount of \$50,000,000, as part of the Series B Interim Debt Obligation; and

WHEREAS, the County and the City desire to prepay the County 2016 Additional Loan, the City 2016 Additional Loan, the County 2016 Refund Loan, and the City 2016 Refund Loan by borrowing \$200,000,000 from Wells Fargo, secured by the City 3-21 Sales Tax and the County 2010-2 Sales Tax, as applicable; and

WHEREAS, the County and the City have determined that the County will be the borrower of \$100,000,000 from Wells Fargo to prepay the County 2016 Additional Loan and the County 2016 Refund Loan⁴, which loan (the "County 2017 Loan") constitutes a part of the Series C Interim Debt Obligation secured by a first lien on the County 2010-2 Sales Tax and a subordinate lien on the City 3-21 Sales Tax; and

WHEREAS, the County and the City have determined that the City will be the borrower of \$100,000,000 from Wells Fargo to prepay the City 2016 Additional Loan and the City 2016

⁴ The County 2017 Loan and the City 2017 Loan are collectively referred to as the Series C Interim Debt Obligation.

Refund Loan, and to provide up to \$49,750,000 for payment of project expenses, which loan (the “City 2017 Loan”) constitutes a part of the Series C Interim Debt Obligation secured by a first lien on the City 3-21 Sales Tax and a subordinate lien on the County 2010-2 Sales Tax⁴; and

WHEREAS, the County and the City have received proposals and terms from Wells Fargo for the County 2017 Loan and the City 2017 Loan; and

~~**WHEREAS**, the City desires to enter into a loan agreement with Wells Fargo for the City 2017 Loan (the “City 2017 Loan Agreement”) and to issue a promissory note (the “City 2017 Note”) to Wells Fargo, in the principal amount of \$100,000,000 and bearing interest at the rate and containing such other terms substantially as set forth in the forms thereof presented to the Board of Commissioners of the City at their meeting on the date hereof; and~~

WHEREAS, the City and County desire to terminate the prior Intergovernmental Agreements and enter into a new Intergovernmental Agreement (Series 2017) relating to the Series C Interim Debt Obligation; and

WHEREAS, the City has performed all other acts required by the constitution and laws of the State of North Dakota and the City’s home rule charter and ordinances prerequisite to entering into the City 2017 Loan Agreement, and such other documents necessary to effect the loan for the purpose of providing temporary financing to pay the costs of the Project and refund the City 2016 Additional Loan and the City 2016 Loan; and

WHEREAS, Section 11.03 of the JPA⁵ requires the Metro Flood Diversion Authority to approve and consent to the terms of any Debt Obligation, and the Diversion Authority Board has given its approval and consent to the Loan Agreement with Wells Fargo Bank, N.A.; and

WHEREAS, the City has reviewed the Loan Agreement by and between Cass County, North Dakota and Wells Fargo Bank, N.A., dated as of July 1, 2017, for the County 2017 Loan and approves of the terms and conditions contained within the County 2017 Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City:

Section 1. Ratification and Confirmation. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the construction and financing of the Project, the Original Intergovernmental Agreement, the Supplemental Intergovernmental Agreement, the Intergovernmental Agreement (Series 2017), the County 2016 Additional Loan Agreement and documents relating thereto, the County 2016 Refund Loan Agreement and documents relating thereto, the City 2016 Additional Loan Agreement and documents relating thereto, the City 2016 Refund Loan Agreement and documents relating thereto, the resolution of the County pledging the County 2010-2 Sales Tax and the resolution of the City pledging the City 3-21 Sales Tax, whether or not reflected in the official minutes and records of the City, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the City which

⁵ JPA Section 11.03: PROCEDURE TO ISSUE DEBT OBLIGATIONS. The Member Entities agree and acknowledge that the precise terms and conditions of the Debt Obligations are unknown as of the Effective Date. The specific terms of the Debt Obligations will be set forth by written resolution adopted by the Metro Flood Diversion Authority and the Member Entity, and/or Member Entities, issuing the Debt Obligation.

are in any way inconsistent with this Resolution, are hereby amended to the extent necessary to give full force and effect to this Resolution.

Section 2. Authorization of 2017 Loan. It is hereby found and determined to be necessary for the City to borrow \$100,000,000 in principal from Wells Fargo, subject to the terms and conditions set forth in the City 2017 Loan Agreement, the City 2017 Note, and the Intergovernmental Agreement (Series 2017). The City is hereby authorized to borrow \$100,000,000 from Wells Fargo, to enter into the City 2017 Loan Agreement, to issue the City 2017 Note, and to pledge the City 3-21 Sales Tax to the payment of, and as security for, the City 2017 Loan. The City is hereby authorized to pledge the City 3-21 Sales Tax on a subordinate basis and in accordance with the Intergovernmental Agreement (Series 2017) to the payment of the County 2017 Loan for the purpose of providing financing for the costs of the Project. The City is further authorized to pledge the City 3-21 Sales Tax on a subordinate basis in accordance with the Intergovernmental Agreement (Series 2017) to the cross-reimbursement obligation of the City as set forth in Section 7.05, subsection (b) of the Intergovernmental Agreement (Series 2017). The pledge of the City 3-21 Sales Tax to the cross-reimbursement obligation of the City shall be subordinate to the pledge and subordinate pledge of City 3-21 Sales Tax for the City 2017 Loan and the County 2017 Loan.

Section 4. Approval and Consent of Wells Fargo Loan. The City hereby consents and approves of the County borrowing \$100,000,000 from Wells Fargo for the County 2017 Loan secured by and payable solely from ninety-one percent (91%) of the pledged County 20102 Sales Tax and one hundred percent (100%) of the City 3-21 Sales Tax, with interest payable at that variable rate set forth in the proposal of Wells Fargo and in the form of the County 2017 Loan Agreement, respectively. The City hereby approves the County entering into the County 2017 Loan Agreement with Wells Fargo and issuing the County 2017 Note relating thereto substantially in the forms presented to the City Commission at this meeting, with such changes, additions, or deletions as may be approved by the officers of the City signing such document, the Mayor and the City Auditor.

Section 5. Approval of Intergovernmental Agreement (Series 2017). The Governing Body of the City has reviewed the terms and conditions of the Intergovernmental Agreement (Series 2017) and hereby accepts and approves the Intergovernmental Agreement (Series 2017).

Section 6. Acceptance of Wells Fargo Proposals. The governing body of the City has received proposals from Wells Fargo for the City 2017 Loan Agreement and the County 2017 Loan Agreement, which are hereby found and determined to be reasonable and advantageous and are hereby accepted by the City.

Section 7. Payment of Interest and Fees. The governing body of the City hereby authorizes the payment of any fees and interest associated with the City 2016 Additional Loan, City 2016 Loan and/or the City 2017 Loan to be made from any funds on hand in the City 3-21 Sales Tax fund.

Section 8. Authorization of Documents. The execution and delivery of the City 2017 Loan Agreement, the Intergovernmental Agreement (Series 2017), and the City 2017 Note are hereby approved and authorized to be executed and delivered in substantially the same form

presented to the City at this meeting on behalf of the City by its Mayor and City Auditor (the "Authorized Officers"), with such modification as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the City 2017 Loan Agreement, the Intergovernmental Agreement (Series 2017), and the City 2017 Note and to deliver them to Wells Fargo, which execution and delivery will be conclusive evidence of the approval of any modifications with respect to the City 2017 Loan Agreement, the Intergovernmental Agreement (Series 2017), and the City 2017 Note.

The Mayor, City Auditor and other officers of the City are hereby authorized and directed to execute and deliver such other necessary or appropriate agreements, certifications, and other documents in connection with the City 2017 Loan Agreement, the Intergovernmental Agreement (Series 2017), and the City 2017 Note.

In the event of the absence or unavailability of the Mayor, the City Auditor, or other appropriate officer of the City, the documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the City to act on behalf of the Mayor, the City Auditor, or other officer of the City in such circumstances, including, without limitation, the Deputy Mayor and the Deputy City Auditor, as the case may be.

In case any officer signing documents authorized to be executed and delivered by this Resolution shall cease to be such officer before or after the delivery of any such documents, such signature, nevertheless, shall be valid and remain sufficient for all purposes as if such officer had remained in office until such delivery or later applicable time.

Section 9. Payment of Principal and Interest. Interest will be payable on the first Business Day of every calendar month and in accordance with the City 2017 Loan Agreement and the City 2017 Note. Principal of the City 2017 Loan will be payable in full no later than the Maturity Date (as defined in the City 2017 Loan Agreement).

Section 10. Use of Loan Proceeds. The proceeds of the City 2017 Loan are irrevocably appropriated to prepay the City 2016 Additional Loan and the City 2016 Refund Loan, to pay expenses necessarily incurred in connection with the Project, and to pay costs associated with the issuance of the City 2017 Loan. Draws on the City 2017 Loan will be submitted by the City to Wells Fargo from time to time in accordance with procedures established and set forth in the City 2017 Loan Agreement.

Section 11. Deposit Account. The City will establish an account with Wells Fargo into which the proceeds of each Draw will be deposited for use in accordance with the Intergovernmental Agreement (Series 2017).

Section 12. Limited Obligation. The City 2017 Loan Agreement, the City 2017 Note, and the Intergovernmental Agreement (Series 2017), as amended, will not constitute a charge, lien, or encumbrance upon any property of the City, and the payment of principal and interest and other amounts due under the City 2017 Loan Agreement, the City 2017 Note, or the Intergovernmental Agreement (Series 2017) will not be a general obligation of the City, but are

payable solely from the proceeds of the City 3-21 Sales Tax and the County 2010-2 Sales Tax as set forth in the Intergovernmental Agreement (Series 2017), as amended.

Section 13. Pledge of City 3-21 Sales Tax. The City hereby pledges, on a subordinate basis, the proceeds generated by the City 3-21 Sales Tax to the repayment of the County 2017 Loan, including without limitation amounts due on the County 2017 Note, in each case in accordance with the Intergovernmental Agreement (Series 2017), as amended. ~~The pledge of the proceeds generated by the City 3-21 Sales Tax to the repayment of the County 2017 Loan and the County 2017 Note is subordinate to the pledge of proceeds generated by the City 3-21 Sales Tax to the repayment of the City 2017 Loan Agreement and the City 2017 Note, in each case in accordance with the Intergovernmental Agreement (Series 2017).~~

The pledges of the City 3-21 Sales Tax set forth in the “Resolution Authorizing the Execution and Delivery of an Intergovernmental Agreement with Cass County, North Dakota and Related Documents and Authorizing Action Related Thereto,” adopted by the Board of Commissioners of the City of July 21, 2014, and in the Intergovernmental Agreement (Series 2017), are hereby ratified and confirmed and remain in full force and effect until all amounts secured by such pledges have been paid in full. The subordinate pledge of the City 3-21 Sales Tax set forth in this Section will not constitute a charge, lien, or encumbrance upon the property of the City, and the payment of principal and interest and other amounts due pursuant to this subordinate pledge will not be a general obligation of the City, but are payable solely from the proceeds of the City 3-21 Sales Tax and the County 2010-2 Sales Tax as set forth in the Intergovernmental Agreement (2017), as amended.

Section 14. North Dakota Law Applies. This Resolution and any transactions contemplated herein will be controlled by the laws of the State of North Dakota.

Section 15. This Resolution shall take effect immediately upon adoption.

(Remainder of page intentionally left blank.)

Adopted July 17, 2017.

CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

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

**INTERGOVERNMENTAL
AGREEMENT
(Series 2017)**

BY AND BETWEEN

**CASS COUNTY, NORTH DAKOTA
as County**

AND

**CITY OF FARGO, NORTH DAKOTA
as City**

Dated as of July 1, 2017

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078

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**INTERGOVERNMENTAL AGREEMENT
(Series 2017)**

This INTERGOVERNMENTAL AGREEMENT (the “Intergovernmental Agreement (Series 2017)”), dated as of July 1, 2017, is made and entered into by and between **CASS COUNTY, NORTH DAKOTA**, a political subdivision of the State of North Dakota (hereinafter “County”), and the **CITY OF FARGO, NORTH DAKOTA**, a political subdivision of the State of North Dakota (hereinafter “City”) and replaces the Intergovernmental Agreement, dated as of September 1, 2016 (the “Intergovernmental Agreement Series 2016”), the Intergovernmental Agreement, dated as of July 1, 2014 (the “Original Intergovernmental Agreement”), and the Supplemental Intergovernmental Agreement, dated as of May 1, 2015 (the “Supplemental Intergovernmental Agreement,” together with the Original Intergovernmental Agreement, the “Prior Intergovernmental Agreement”), by and between the City and the County.

RECITALS

WHEREAS, the County enacted Ordinance No. 2010-2 establishing and regulating the County 2010-2 Sales Tax (as hereinafter defined); and

WHEREAS, the County 2010-2 Sales Tax imposes a one-half of one percent (1/2%) sales and use tax upon the gross receipts of retailers from all sales at retail, including the leasing or rental of tangible personal property, within the corporate limits of the County of Cass, North Dakota; and

WHEREAS, the proceeds of the County 2010-2 Sales Tax are dedicated for payment of expenses incurred for the engineering, land purchase, construction, and maintenance of a Red River Diversion and other flood control measures or the payment of special assessments or debt incurred for a Red River Diversion and other flood control measures as authorized by the Board of Cass County Commissioners; and

WHEREAS, the City has enacted Article 3-21 of the City of Fargo Municipal Code establishing and regulating the City 3-21 Sales Tax (as herein defined); and

WHEREAS, the proceeds of the City 3-21 Sales Tax are dedicated for acquiring property, making, installing, constructing, or building improvements, and to engage in projects that are necessary for the goal of achieving protection from a five hundred (500) year flood event, and such proceeds may be pledged to support repayment of bonds or other debt instruments that may be sold or incurred to finance such costs; and

WHEREAS, the City and County desire to cooperatively pledge their respective sales and use taxes as security for the Required Payments (as herein defined) on temporary or long term financing for Project costs related to the Project (as herein defined); and

WHEREAS, the City and the County entered into the Original Intergovernmental Agreement in connection with a loan to the County in the outstanding principal amount of \$50,000,000 (the “U.S. Bank County Loan”) pursuant to that certain Loan Agreement, dated as of July 1, 2014 (as amended, the “U.S. Bank County Loan Agreement”), by and between the

County and U.S. Bank National Association (“U.S. Bank”) and that certain promissory note of the County dated July 31, 2014 (the “U.S. Bank County Note”); and

WHEREAS, the City and the County entered into the Supplemental Intergovernmental Agreement in connection with a loan to the City in the outstanding principal amount of \$50,000,000 (the “U.S. Bank City Loan”) pursuant to that certain Loan Agreement, dated as of May 1, 2015 (as amended, the “U.S. Bank City Loan Agreement”), by and between the City and U.S. Bank and that certain promissory note of the City dated May 29, 2015 (the “U.S. Bank City Note”); and

WHEREAS, the U.S. Bank County Loan and the U.S. Bank City Loan financed a portion of the costs of the Project during the construction period thereof in anticipation of permanent financing and were payable solely from and secured by liens on and pledges of the Pledged Sales Taxes; and

WHEREAS, the City and the County entered into the Intergovernmental Agreement Series 2016 to: (i) obtain financing to refund the U.S. Bank County Loan and the U.S. Bank City Loan by issuing new debt for the Project, (ii) pay a portion of the costs of the Project (as herein defined), and, (iii) pay the costs of issuance associated with such financing; and

WHEREAS, the City and County now wish to enter into this Intergovernmental Agreement (Series 2017) to (i) refund the County Refund Loan, County Additional Loan, City Refund Loan, and part of the City Additional Loan, (ii) pay a portion of the costs of the project, and (iii) pay the costs of issuance associated with such financing; and

WHEREAS, the City and the County have determined to obtain such financing from Wells Fargo Bank, National Association (“Wells Fargo”) by entering into the Wells Fargo Loan Agreements (as herein defined); and

WHEREAS, the City and the County have determined they each will pledge their Pledged Sales Tax toward repayment of the Wells Fargo Loan Agreements and Future Loans (as herein defined) to finance construction costs of the Project during the construction period thereof in anticipation of permanent financing; and

WHEREAS, Section 22.01 of the Joint Powers Agreement requires that the Metro Flood Diversion Authority (the “Metro Flood Diversion Authority”) authorize Member Entities of the Metro Flood Diversion Authority to enter into agreements for the purpose of fulfilling their obligations under the Joint Powers Agreement; and

WHEREAS, the County and the City have submitted this Intergovernmental Agreement (Series 2017) to the Metro Flood Diversion Authority for its review and comments prior to approval; and

WHEREAS, the Diversion Authority Board has consented to and approved this Intergovernmental Agreement (Series 2017); and

WHEREAS, pursuant to N.D.C.C. § 54-40-1, the County and the City do not intend to create a joint venture pursuant to this Intergovernmental Agreement (Series 2017), and this Intergovernmental Agreement (Series 2017) constitutes a contract between two political subdivisions setting forth their specific rights and obligations with respect to the financing of the costs of the components of the Project and to prepay the U.S. Bank County Loan and the U.S. Bank City Loan as set forth herein, as well as provide security for repayment of the Wells Fargo Loans.

NOW THEREFORE, IT IS HEREBY AGREED, that the Prior Intergovernmental Agreement is amended and replaced in its entirety to read as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.01 DEFINED TERMS. As used in this Agreement, the following terms have the meanings specified below:

“Act” means Chapter 54-40 of the North Dakota Century Code, as amended from time to time.

“Authorized County Representative” means the Chairman of the Cass County Board of Commissioners and any other officer, member or employee of the County authorized by a certificate of the Cass County Auditor to perform the act or sign the document in question, and if there is no such authorization, means the Chairman of the Board. Any document delivered hereunder that is signed by an Authorized County Representative shall be conclusively presumed to have been authorized by all necessary action on the part of the Board and shall be conclusively presumed to have acted on behalf of the County.

“Authorized City Representative” means the Mayor and any other officer, member or employee of the City authorized by a certificate of the City Auditor to perform the act or sign the document in question, and if there is no such authorization, means the Mayor. Any document delivered hereunder that is signed by an Authorized City Representative shall be conclusively presumed to have been authorized by all necessary action on the part of the Commission and shall be conclusively presumed to have acted on behalf of the City.

“Board” means the Board of County Commissioners, the governing body of the County, and any successor thereto.

“City” means the City of Fargo, North Dakota, and its successors or assigns.

“City 2017 Loan Agreement” means the loan agreement dated July 1, 2017, by and between Wells Fargo and the City.

“City 2017 Note” means a promissory note dated July 28, 2017, and issued to Wells Fargo pursuant to the City 2017 Loan Agreement.

“City 3-21 Sales Tax” means one hundred percent (100%) of its one-half of one percent (0.5%) sales and use tax of the City, as defined in Article 3-21 of the City Code, that is pledged by the City to repayment of the Payment Obligations and Future Payment Obligations and as security therefor.

“City 3-21 Sales Tax Sunset Date” means December 31, 2084.

“City Additional Loan” means the loan, in addition to the City Refund Loan, of up to an additional \$50,000,000 from Wells Fargo to the City, made pursuant to the City Additional Loan Agreement secured by a first pledge of the City 3-21 Sales Tax and a subordinate pledge of on the County 2010-2 Sales Tax.

“City Additional Loan Agreement” means the Loan Agreement, dated as of September 1, 2016, by and between Wells Fargo and the City, in the principal amount of up to \$50,000,000.

“City Additional Note” means a promissory note issued to Wells Fargo pursuant to the City Additional Loan.

“City Refund Loan” means the loan of up to \$50,000,000 from Wells Fargo to the City made pursuant to the City Refund Loan Agreement to prepay the U.S. Bank City Loan.

“City Refund Loan Agreement” means the Temporary Sales Tax Note Purchase Agreement, dated as of September 1, 2016, by and between Wells Fargo and the City, in the principal amount of up to \$50,000,000 from Wells Fargo.

“City Refund Note” means the \$50,000,000 Temporary Sales Tax Revenue Note issued for the City Refund Loan.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and all rules and regulations from time to time promulgated thereunder.

“Commission” means the Fargo City Commission.

“County” means Cass County, North Dakota, its successors and assigns.

“County 2010-2 Sales Tax” means ninety-one percent (91%) of its one-half of one percent (0.5%) sales and use tax of the County, as defined in Cass County Ordinance No. 2010-2, which is pledged by the County to repayment of the Payment Obligations and Future Payment Obligations, and as security therefor.

“County 2010-2 Sunset Date” means December 31, 2084.

“County 2017 Loan Agreement” means the loan agreement dated July 1, 2017, by and between Wells Fargo and the County.

“County 2017 Note” means a promissory note dated July 28, 2017, and issued to Wells Fargo pursuant to the County 2017 Loan Agreement.

“County Additional Loan” means the loan, in addition to the County Refund Loan, of up to an additional \$50,000,000 from Wells Fargo to the County, made pursuant to the County Additional Loan Agreement and secured by a subordinate pledge of the City 3-21 Sales Tax and a first lien on the County 2010-2 Sales Tax.

“County Additional Loan Agreement” means the Loan Agreement, dated as of September 1, 2016, by and between Wells Fargo and the County in the principal amount of up to \$50,000,000.

“County Additional Note” means a promissory note issued to Wells Fargo pursuant to the County Additional Loan Agreement.

“County Refund Loan” means a loan of up to \$50,000,000 from Wells Fargo to the County to prepay the U.S. Bank County Loan.

“County Refund Loan Agreement” means the Temporary Sales Tax Note Purchase Agreement, dated as of September 1, 2016, by and between Wells Fargo and the City in the principal amount of up to \$50,000,000 from Wells Fargo.

“County Refund Note” means the \$50,000,000 Temporary Sales Tax Revenue Note, Series 2016, issued for the County Refund Loan.

“Default” means the occurrence of any non-performance of either Party for which notice has been given and which has not been cured within thirty (30) days (unless waived or the cure period has been extended) as set forth in Section 11.04 hereof.

“Event of Default” has the meaning set forth in the Wells Fargo Loan Agreements.

“Draw” means a fully executed draw notice as described in the City Loan Agreement or County Loan Agreement, as applicable.

“Effective Date” means July 1, 2017.

“Future Bonds” means Future County Bonds and Future City Bonds, collectively.

“Future City Bonds” means bonds issued by the City, whether temporary or long term, to fund or refund costs of the Project payable from proceeds of the Pledged Sales Taxes.

“Future City Loans” means loans from Lenders to the City, either for temporary or permanent debt, to finance additional costs of the Project payable from proceeds of the Pledged Sales Taxes.

“Future County Bonds” means bonds issued by the County, whether temporary or long term, to fund or refund costs of the Project payable from proceeds of the pledged Sales Taxes.

“Future County Loans” means loans from Lenders to the County, either for temporary or permanent debt, to finance additional costs of the Project payable from proceeds of the Pledged Sales Taxes.

“Future Loan Agreements” means loan agreements, note purchase agreements or similar agreements executed in connection with Future Loans.

“Future Loan Obligations” means all payments of principal of and interest on any Future Loans.

“Future Loan Proceeds” means any proceeds from Future Loans.

“Future Loans” means Future County Loans and Future City Loans, collectively.

“Future Notes” means promissory notes or Sales Tax Revenue Notes executed in connection with Future Loans.

“Future Payment Obligations” means all Future Loan Obligations and Future Required Payments on Future Loans.

“Future Required Payments” means all other amounts, charges, costs, fees (including reasonable attorneys’ fees), expenses and sums due to Lenders under Future Loan Agreements and notes, and any other related documents, whether in the form of a direct reimbursement, or indemnity, payment obligation, and including all payment obligations of the City or the County to Lenders arising under any loan agreement or any other document related thereto, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising, and including interest and fees that accrue after the commencement by or against the County or City of any proceeding under any debtor relief laws naming such Person as the debtor in such proceeding (including interest accruing during the pendency of any bankruptcy, insolvency, receivership, or similar proceeding, regardless of whether allowed or allowable in such proceeding), regardless of whether such interest and fees are allowed claims in such proceeding. Future Required Payments does not include Future Loan Obligations.

“GAAP” means accounting principles generally accepted in the United States as set forth in the opinions and pronouncements of the Accounting Principles Board, the American Institute of Certified Public Accountants, and the Financial Accounting Standards Board, or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect on the date hereof.

“Governmental Authority” means any national, supra-national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public or statutory instrumentality, authority, body, board, agency, department, county, bureau, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary, or administrative powers or

functions of or pertaining to government, or any arbitrator, mediator, or other person with authority to bind a party at law.

“Intergovernmental Agreement Series 2016” means the Intergovernmental Agreement entered into by and between Cass County and the City of Fargo on September 9, 2016.

“Intergovernmental Agreement (Series 2017)” means this Agreement.

“Intergovernmental Agreement (Series 2017) Effective Date” means July 1, 2017.

“Joint Powers Agreement” means the agreement effective as of June 1, 2016, between the City of Moorhead, a political subdivision of the State of Minnesota; the City of Fargo, a political subdivision of the State of North Dakota; Clay County, a political subdivision of the State of Minnesota; Cass County, a political subdivision of the State of North Dakota; and Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, to establish the duties, responsibilities and obligations of each party regarding the Project.

“Lenders” means Wells Fargo with respect to the Wells Fargo Loans and those institutions, including Wells Fargo, with which the County or the City execute Future Loans.

“Loan Obligations” means all payments of principal of and interest on the Wells Fargo Loans.

“Loan Proceeds” means any proceeds from the Wells Fargo Loans.

“Member Entities” shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and Cass County Joint Water Resource District, which are parties to the Joint Powers Agreement. The term Member Entity does not include the City of West Fargo, North Dakota, Richland County, North Dakota, or Wilkin County, Minnesota.

“Metro Flood Diversion Authority” means the political subdivision created by the Joint Powers Agreement, pursuant to the Act, for the purpose of constructing, operating, and managing, or any combination thereof, the Project.

“Original Intergovernmental Agreement” has the meaning set forth in the introductory paragraph hereof.

“Party” or “Parties” means the City and/or the County, as applicable.

“Payment Obligations” means all Loan Obligations and Required Payments due to Wells Fargo.

“Person” means any natural or legal person, county, city, municipality, public benefit corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority, or other entity.

“Pledge” means a grant of a security interest in the proceeds of the Pledged Sales Taxes as security and inducement for Lenders to enter into Future Loan Agreements and promise to use revenues from the Pledged Sales Taxes for the repayment of principal, interest, Required Payments, and Future Required Payments.

“Pledged Sales Taxes” means the County’s pledge of its County 2010-2 Sales Tax and the City’s pledge of its City 3-21 Sales Tax to secure all amounts due to Wells Fargo under the Wells Fargo Loan Agreements or for any Future Loan, subject to the terms and conditions of the Wells Fargo Loan Agreements.

“Prior Intergovernmental Agreement” has the meaning set forth in the introductory paragraph hereof.

“Project” means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013.

“Required Payments” means all other amounts, charges, costs, fees (including reasonable attorneys’ fees), expenses and sums due the Purchaser, or Lender, as applicable under the City Additional Loan Agreement, the City Refund Loan Agreement, the County Additional Loan Agreement, the County Refund Loan Agreement, and the other Related Documents, whether in the form of a direct reimbursement, or indemnity, payment obligation, and including all payment obligations of the County or City, as applicable, to the Purchaser arising thereunder or under any other Related Document or otherwise with respect to the Note, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the County or City, as applicable, of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or similar proceeding, regardless of whether allowed or allowable in such proceeding), regardless of whether such interest and fees are allowed claims in such proceeding. Required Payments does not include Loan Obligations.

“Sales Tax Revenues” means, collectively, the City 3-21 City Sales Tax and the County’s 2010-2 Sales Tax.

“Sales Tax Revenue Bonds” means temporary or permanent sales tax revenue bonds that are secured by a pledge of either or both the County 2010-2 Sales Tax and/or the City 3-21 Sales Tax.

“State” means the State of North Dakota.

“Supplemental Intergovernmental Agreement” has the meaning set forth in the introductory paragraph hereof.

“U.S. Bank” has the meaning set forth in the recitals hereto.

“U.S. Bank City Loan” has the meaning set forth in the recitals hereto.

“U.S. Bank City Loan Agreement” has the meaning set forth in the recitals hereto.

“U.S. Bank City Note” has the meaning set forth in the recitals hereto.

“U.S. Bank County Loan” has the meaning set forth in the recitals hereto.

“U.S. Bank County Loan Agreement” has the meaning set forth in the recitals hereto.

“U.S. Bank County Note” has the meaning set forth in the recitals hereto.

“Wells Fargo” means Wells Fargo Bank, National Association.

“Wells Fargo Loan Agreements” means (i) the City 2017 Loan Agreement and (ii) the County 2017 Loan Agreement.

“Wells Fargo Loans” means the City 2017 Note and the County 2017 Note.

Section 1.02 TERMS GENERALLY. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s permitted successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Intergovernmental Agreement (Series 2017) in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits, and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules, to this Intergovernmental Agreement (Series 2017), and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

Section 1.03 ACCOUNTING TERMS; GAAP. Except as otherwise expressly provided here, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time.

**ARTICLE II.
PURPOSE**

Section 2.01 PURPOSE. This Intergovernmental Agreement (Series 2017) is made pursuant to N.D.C.C. § 54-40-1, which authorizes the joint and cooperative exercise of power common to the contracting Parties. The intent of this Intergovernmental Agreement (Series 2017) is to increase efficiencies with respect to financing the Project by allowing the Parties to cross-pledge the County 2010-2 Sales Tax and City 3-21 Sales Tax, as applicable, for the repayment of all Payment Obligations and Future Payment Obligations, and providing funds to pay or to reimburse the County and the City for expenses incurred in connection with the Project.

Section 2.02 NOT A SEPARATE POLITICAL SUBDIVISION. This Intergovernmental Agreement (Series 2017) does not create a joint venture, partnership, or a separate political subdivision. The Parties intend to exercise their common powers through action of their governing bodies.

**ARTICLE III.
TERM**

Section 3.01 INTERGOVERNMENTAL AGREEMENT (SERIES 2017) EFFECTIVE DATE. This Intergovernmental Agreement (Series 2017) will be effective as of the Effective Date.

Section 3.02 TERM. This Intergovernmental Agreement (Series 2017) shall be in full force and effect on the Intergovernmental Agreement (Series 2017) Effective Date, and the Intergovernmental Agreement (Series 2017) shall be for an indefinite term and shall continue until terminated or rescinded in accordance with the terms and conditions of this Intergovernmental Agreement (Series 2017) and the Wells Fargo Loan Agreements or until all Payment Obligations and Future Payment Obligations are satisfied and discharged in full.

Section 3.03 TERMINATION. Prior to the satisfaction and discharge in full of all Payment Obligations and Future Payment Obligations, this Intergovernmental Agreement (Series 2017) may only be terminated by the mutual consent of the County and the City, evidenced by resolutions adopted by the applicable governing body, and with the prior written consent of Wells Fargo, evidenced by appropriate corporate action. Provided, this Intergovernmental Agreement (Series 2017) may not be terminated prior to the retirement of any debt outstanding pursuant to any Wells Fargo Loan Agreements. Any termination will be without prejudice to any obligations or liabilities of any Parties already accrued prior to termination.

**ARTICLE IV.
THIRD PARTY BENEFICIARIES**

Section 4.01 THIRD PARTY BENEFICIARIES. The County and the City expressly agree and acknowledged that this Intergovernmental Agreement (Series 2017) is made for the express benefit of the Lenders. At any time during which Payment Obligations or Future Payment Obligations remain unsatisfied, or at any time County or City is otherwise in breach or default of its respective obligations hereunder. Lenders, including but not limited to Wells Fargo, can

enforce pledge any time. Lenders, including but not limited to Wells Fargo, may enforce the terms and conditions of this Intergovernmental Agreement (Series 2017) including, without limitation, seeking a court order directing that Pledged Sales Taxes be paid directly to Lenders until all unpaid Payment Obligations or Future Payment Obligations are satisfied in full. In addition to the foregoing, Lenders shall have all other rights available to it at law or in equity, and all of the rights and remedies provided hereunder are deemed cumulative and not exclusive of any rights or remedies provided by law or otherwise available to Lenders.

**ARTICLE V.
AUTHORIZATION FOR FUTURE LOANS**

Section 5.01 AUTHORIZATION. The County and the City are hereby authorized to enter into the Wells Fargo Loans, Future Loans and/or Future Bonds subject to Section 5.02 of this Intergovernmental Agreement (Series 2017) and the terms and conditions of the Wells Fargo Loan Agreements.

Section 5.02 CONSENT. Neither the County nor the City will execute and deliver, or extend or modify, the Wells Fargo Loans, any Future Loans and/or Future Bonds without receiving the prior written consent of the other Party and/or Wells Fargo to any future loans, except when such prior written consent is not required pursuant to the terms of the Wells Fargo Loan Agreements.

Section 5.03 FORM OF CONSENT. County and/or City consent to a Future Loan or to the Wells Fargo Loans, and any modifications or extensions thereto, shall be in the form of a resolution. Such consent shall not be unreasonably withheld.

**ARTICLE VI.
LIMITED OBLIGATIONS**

Section 6.01 LIMITED OBLIGATIONS. The Wells Fargo Loan Agreements and Future Loans secured by this Intergovernmental Agreement (Series 2017) are special obligations of the County and the City payable solely from the Pledged Sales Tax and do not constitute a charge, lien, or encumbrance upon any property of the County or the City except for the Pledged Sales Tax. The holder of the Future Notes, and/or Sales Tax Revenue Bonds, or a participation therein, shall not ever have the right to compel any exercise of the general taxing authority of the County or the City to pay Payment Obligations or Future Payment Obligations or to pay any other obligations payable pursuant to the Future Notes and/or issue Sales Tax Revenue Bonds, or any document or agreement related thereto. The Wells Fargo Loans, Future Loans and the obligations in any document or agreement related thereto are not general obligations of the County or the City and are not payable from the general fund or other moneys of the County or City, except Pledged Sales Taxes. The County and the City shall have the right to spend sales tax revenues not necessary for the payment of amounts then due and payable pursuant to the Wells Fargo Loans, Future Loans and the obligations in any document or agreement related thereto on any permitted purpose provided by the ordinances levying such pledged sales taxes.

**ARTICLE VII.
PLEDGE OF REVENUES**

Section 7.01 DEDICATION AND PLEDGE OF COUNTY 2010-2 SALES TAX. The County hereby dedicates, pledges, and grants a security interest in ninety-one percent (91%) of the County 2010-2 Sales Tax for payment of the principal of and interest on, and as security for, Payment Obligations on the County Additional Loan, the County Refund Loan and Future County Loans. The proceeds of the County 2010-2 Sales Tax may be used by the County for any lawful purpose if no Default or Event of Default has occurred and is continuing under any of the Wells Fargo Loan Agreements and no default exists in the payment of Future Loans when due and payable. Such pledge and dedication shall be irrevocable so long as any Payment Obligations on the County Additional Loan, the County Refund Loan and Future County Loans remain outstanding and unpaid. Provided, the County 2010-2 Sales Tax shall terminate on the County 2010-2 Sales Tax Sunset Date, unless prior to that date the electors of Cass County vote by a simple majority of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall constitute a first and prior lien on ninety-one percent (91%) of the County 2010-2 Sales Tax proceeds (determined after administrative fees charged for the collection of the tax).

Section 7.02 DEDICATION AND PLEDGE OF CITY 3-21 SALES TAX. The City hereby dedicates, pledges, and grants a security interest in one-hundred percent (100%) of the City 3-21 Sales Tax for payment of the principal of and interest on, and as security for, Payment Obligations on the City Additional Loan, the City Refund Loan and Future City Loans. The proceeds of the City 3-21 Sales Tax may be used by the City for any lawful purpose if no Default or Event of Default has occurred and is continuing under any of the Wells Fargo Loan Agreements and no default exists in the payment of Future Loans when due and payable. Such pledge and dedication shall be irrevocable so long as any Payment Obligations on the City Additional Loan, the City Refund Loan and Future City Loans remain outstanding and unpaid. Provided, the City 3-21 Sales Tax shall terminate on the City 3-21 Sales Tax Sunset Date, unless prior to that date the electors of the City vote by a super majority of sixty percent (60%) of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall constitute a first and prior lien on the City 3-21 Sales Tax proceeds (determined after administrative fees charged for the collection of the tax).

Section 7.03 SUBORDINATE PLEDGE OF COUNTY 2010-2 SALES TAX. The County hereby dedicates, pledges, and grants a security interest in, on a subordinate basis, ninety-one percent (91%) of the proceeds generated by the County 2010-2 Sales Tax to the repayment of the Payment Obligations on the City Additional Loan, the City Refund Loan and Future City Loans, in accordance with the terms and conditions of the Wells Fargo Loan Agreements. The proceeds of the County 2010-2 Sales Tax may be used by the County for any lawful purpose if no Default or Event of Default has occurred and is continuing under any of the Wells Fargo Loan Agreements and no default exists in the payment of Future Loans when due and payable. Such pledge and dedication shall be irrevocable so long as any Payment Obligations on the City Additional Loan, the City Refund Loan and Future City Loans remains outstanding and unpaid. Provided, the County 2010-2 Sales Tax shall terminate on the County 2010-2 Sales Tax Sunset Date, unless prior to that date the electors of the County vote by simple majority of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall be subordinate

to the first and prior lien set forth in Section 7.01 of this Intergovernmental Agreement (Series 2017).

Section 7.04 SUBORDINATE PLEDGE OF CITY 3-21 SALES TAX. The City hereby dedicates, pledges, and grants a security interest in, on a subordinate basis, the proceeds generated by the City 3-21 Sales Tax to the repayment of the Payment Obligations on the County Additional Loan, the County Refund Loan and Future County Loans, in accordance with the terms and conditions of the Wells Fargo Loan Agreements. The proceeds of the City 3-21 Sales Tax may be used by the City for any lawful purpose if no Default or Event of Default has occurred and is continuing under any of the Wells Fargo Loan Agreements and no default exists in the payment of Future Loans when due and payable. Such pledge and dedication shall be irrevocable so long as any Payment Obligations on the County Additional Loan, the County Refund Loan and Future County Loans remains outstanding and unpaid. Provided, the City 3-21 Sales Tax shall terminate on the City 3-21 Sales Tax Sunset Date, unless prior to that date the electors of the City vote by a super majority of sixty percent (60%) of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall be subordinate to the first and prior lien set forth in Section 7.02 of this Intergovernmental Agreement (Series 2017).

Section 7.05 SUBORDINATE PLEDGE OF SALES TAX FOR CROSS REIMBURSEMENT.

- (a) **County Pledge.** The County hereby dedicates and pledges for payment of the loan repayment obligation set forth in Section 8.02 of this Intergovernmental Agreement (Series 2017) and the reimbursement obligation set forth in Section 8.04 of this Intergovernmental Agreement (Series 2017) the County 2010-2 Sales Tax proceeds. The proceeds of the County 2010-2 Sales Tax may be used by the County for any lawful purpose if no Default exists in the payment of the Payment Obligations on the City Additional Loan, the City Refund Loan and Future City Loans, when due and payable. Such pledge and dedication shall be irrevocable so long as any Payment Obligations on the City Additional Loan, the City Refund Loan and Future City Loans remain outstanding and unpaid. Provided, the County 2010-2 Sales Tax shall terminate on the County 2010-2 Sales Tax Sunset Date, unless prior to that date, the electors of the County vote by a simple majority of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall be subordinate to the liens set forth in Sections 7.01 and 7.03 of this Intergovernmental Agreement (Series 2017). The County shall not reimburse the City until it has satisfied its Payment Obligations on the County Additional Loan, the County Refund Loan, and any future County loans and no Event of Default exists.
- (b) **City Pledge.** The City hereby dedicates and pledges for payment of the loan repayment obligation set forth in Section 8.02 of this Intergovernmental Agreement (Series 2017) and the reimbursement obligation set forth in Section 8.04 of this Intergovernmental Agreement (Series 2017) the City 3-21 Sales Tax. The proceeds of the City 3-21 Sales Tax may be used by the City for any lawful purpose if no Default exists in the payment of the Payment Obligations on the County Additional Loan, the County Refund Loan and Future County Loans when due and payable. Such pledge and dedication shall be irrevocable so long as

any Payment Obligations on the County Additional Loan, the County Refund Loan and Future County Loans remain outstanding and unpaid. Provided, the City 3-21 Sales Tax shall terminate on the City 3-21 Sales Tax Sunset Date, unless prior to that date, the electors of the City vote by a super majority of sixty percent (60%) of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall be subordinate to the liens set forth in Sections 7.02 and 7.04 of this Intergovernmental Agreement (Series 2017). The City shall not reimburse the County until it has satisfied its Payment Obligations on the City Additional Loan, the City Refund Loan, and any future City loans and no Event of Default exists.

**ARTICLE VIII.
AGREEMENT TO PAY DEBT SERVICE**

Section 8.01 ACKNOWLEDGEMENT OF OBLIGATION. The City and the County hereby acknowledge that they are obligated and indebted to each other to pay one-half of the Payment Obligations and Future Payment Obligations.

Section 8.02 PROMISE OF REPAYMENT. The County and the City hereby promise and agree to pay to each other one-half of the Payment Obligations and Future Payment Obligations.

Section 8.03 AUTHORITY FISCAL AGENT. The City, as Fiscal Agent for the Metro Flood Diversion Authority, shall maintain a separate and distinct fund to track all Metro Flood Diversion Authority funds deposited to, and the expenses paid from, the FM Diversion Project Fund as more fully described in Section 9.03 of this Intergovernmental Agreement (Series 2017).

Section 8.04 PAYMENT OF PRINCIPAL AND INTEREST.

a. City Payments. The City shall pay, when due, all payment obligations due under the City 2017 Loan Agreement and City 2017 Note. The City shall then request reimbursement for all payments made pursuant to this subsection from the Metro Flood Diversion Authority's Fiscal Agent.

b. County Payments. The County shall pay, when due, all payment obligations due under the County 2017 Loan Agreement and County 2017 Note. The County shall then request reimbursement for all payments made pursuant to this subsection from the Metro Flood Diversion Authority's Fiscal Agent.

Section 8.05 REIMBURSEMENT OF OVERPAYMENT. In the event that either the City or the County ever pays more than one-half of the Payment Obligations and Future Payment Obligations, the Party incurring the overpayment obligation shall be reimbursed by the other Party. This obligation shall be subordinate and a junior lien to the first and prior liens set forth in Sections 7.01 and 7.02 of this Intergovernmental Agreement (Series 2017). The reimbursement obligations set forth in this Section shall not be satisfied until the party obligated to make the reimbursement has satisfied its Payment Obligations under the Wells Fargo Loans.

ARTICLE IX. OVERSIGHT

Section 9.01 METRO FLOOD DIVERSION AUTHORITY APPROVAL. Prior to using the proceeds of the Wells Fargo Loans and any Future Loans to pay costs necessarily incurred in connection with the Project or to refund the U.S. Bank City Loan and the U.S. Bank County Loan, the City and the County shall obtain recommendation for payment from the Metro Flood Diversion Authority Finance Committee and final approval of the payment from the Metro Flood Diversion Authority Board prior to the payment of expenses or refunding. The City and the County, in cooperation with the Metro Flood Diversion Authority Finance Committee, shall develop procedures for determining eligible project costs and for the tracking of Future Loan and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt Proceeds.

Section 9.02 DRAWS. The City and the County shall coordinate with the Diversion Finance Committee and determine when to make Draws on Future Loans. Prior to making any Draw, the City and the County shall obtain approval from the Metro Flood Diversion Authority Finance Committee. Proceeds from said Draws shall be deposited in an account and paid out in accordance with Section 9.01 of this Intergovernmental Agreement (Series 2017).

Section 9.03 DIVERSION FUND. Pursuant to and in accordance with Section 10.04 of the Joint Powers Agreement, the City will establish the FM Diversion Project Fund from which expenses incurred by the City and the County in connection with the Project will be paid.

Section 9.04 FUNDS OPEN TO INSPECTION. At all times during the term of this Intergovernmental Agreement (Series 2017), both Parties shall make available their financial records with respect to the above-described funds. The Parties agree that cash basis accounting procedures shall govern.

Section 9.05 ADMINISTRATIVE STAFF AUTHORIZATION. The finance officials of the City and the County are hereby authorized to establish written procedures to provide for payment of debt service on debt that may be incurred for the Project from time to time. These written procedures shall be on file with the Cass County Auditor and the City Auditor and available for public inspection. The finance officials shall also cooperate with respect to tax and arbitrage compliance rules and regulations.

ARTICLE X. COVENANTS

Section 10.01 COMPLIANCE WITH COVENANTS. The City and the County agree to comply with any and all covenants contained in the Wells Fargo Loans and Future Loans. The City and the County do hereby covenant and agree that they will fully and properly perform each and all covenants contained and referred to in the Wells Fargo Loans and Future Loans, or extension thereof.

Section 10.02 OWNERSHIP OF PROPERTY ACQUIRED WITH LOAN PROCEEDS. The City and the County agree and acknowledge that, pursuant to the Act, they have entered into a Joint

Powers Agreement, which established the Metro Flood Diversion Authority. Pursuant to the Joint Powers Agreement, the Metro Flood Diversion Authority will use the proceeds of the Wells Fargo Loans and any Future Loans for an authorized governmental purpose, including but not limited to, land acquisition, design costs, engineering costs, and administrative costs associated with the Project. The land acquisition and construction of the Project will be undertaken by the Member Entities, under the direction of the Metro Flood Diversion Authority pursuant to and in accordance with the Joint Powers Agreement.

Section 10.03 ISSUANCE OF DEBT FOR PROJECT PERMITTED. The City and the County agree and acknowledge that the Act allows two or more North Dakota political subdivisions, having in common any portion of their territory, may cooperatively exercise their respective powers to enter into Future Loans for the purpose of constructing and acquiring the Project that will be owned or operated jointly or cooperatively by and through a joint powers agreement.

Section 10.04 COVENANTS TO LEVY AND COLLECT SALES TAX. Until all Payment Obligations and Future Payment Obligations have been discharged as provided in Future Loan Agreements, or bond documents the City and the County hereby covenant and agree that they will fully and properly perform each and all of the covenants contained and referred to in this Intergovernmental Agreement (Series 2017), the Wells Fargo Loan Agreements and Future Loan Agreements, and each and all of the duties prescribed in the County 2010-2 Sales Tax Ordinance and the City 3-21 Sales Tax Ordinance. The City and the County also covenant that each shall levy and collect the County 2010-2 Sales Tax and the City 3-21 Sales Tax, as the case may be, as necessary for the payment of all Payment Obligations and Future Payment Obligations.

Section 10.05 COUNTY TO MAINTAIN TAX EXEMPT STATUS. The County covenants and agrees that it will not take or permit any of its officers, employees, or agents to take any action which would cause the interest payable in connection with the Wells Fargo Loans and Future Loans to become private activity bonds, or would cause the interest payable in connection with the Wells Fargo Loans and Future Loans to become subject to taxation under the Code, as now existing or as hereinafter amended or proposed or in effect at the time of such action. The County agrees to monitor and take any action necessary to make rebate payments that may be required under the Code and regulations. Nothing herein will be construed as prohibiting the County from issuing taxable bonds or other taxable debt obligations.

Section 10.06 CITY TO MAINTAIN TAX EXEMPT STATUS. The City covenants and agrees that it will not take or permit any of its officers, employees, or agents to take any action which would cause the interest payable in connection with the Wells Fargo Loans and Future Loans to become private activity bonds, or would cause the interest payable in connection with the Wells Fargo Loans and Future Loans to become subject to taxation under the Code, as now existing or as hereinafter amended or proposed or in effect at the time of such action. The City agrees to monitor and take any action necessary to make rebate payments that may be required under the Code and regulations. Nothing herein will be construed as prohibiting the City from issuing taxable bonds or other taxable debt obligations.

**ARTICLE XI.
MISCELLANEOUS**

Section 11.01 TERMS SUPPLEMENTAL TO FUTURE LOAN AGREEMENTS. The terms of this Intergovernmental Agreement (Series 2017) are supplemental to the terms and conditions set forth in the Wells Fargo Loan Agreements and, to the extent that they conflict with Future Loan Agreements, the terms of the Wells Fargo Loan Agreements shall prevail.

Section 11.02 WRITTEN AMENDMENT REQUIRED. No amendment, modification, or waiver of any condition, provision, or term will be valid or of any effect unless made in writing signed by the Party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any Party of any default of another Party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties thereto under and pursuant to this Intergovernmental Agreement (Series 2017). During any period in which the Wells Fargo Loans, or any extension thereof, remain unpaid, the Parties shall obtain written consent to amend or modify this Intergovernmental Agreement (Series 2017) from Wells Fargo. In the event that Wells Fargo enters into a participation agreement regarding the Wells Fargo Loans, Wells Fargo shall require as a condition of such participation agreement that Wells Fargo is authorized thereunder to provide consent to any amendments of this Intergovernmental Agreement (Series 2017). The failure to obtain written consent of Wells Fargo to an amendment or modification, when required, shall result in the invalidation of any such amendment or modification.

Section 11.03 GRAMMATICAL CONSTRUCTION. Whenever the singular member is used herein, the same includes the plural where appropriate, and the words of any gender include any other genders where appropriate.

Section 11.04 DEFAULT. Upon the occurrence of any non-performance of either Party's obligations under this Intergovernmental Agreement (Series 2017) which has not been cured within thirty (30) Days after written notice to the breaching Party, the non-breaching Party may take any one or more of the following remedial steps: (a) terminate this Intergovernmental Agreement (Series 2017); (b) suspend the non-breaching Party's performance under this Intergovernmental Agreement (Series 2017) until it receives assurances from the breaching Party satisfactory to the non-breaching Party that the breaching Party will cure such event of default and perform its obligations under this Intergovernmental Agreement (Series 2017); and/or (c) commence legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation of the breaching Party; provided, however, that the provisions of this Section 11.04 shall, in all respects, be subject to the rights of Lenders as set forth in 4.01 hereof.

Section 11.05 SEVERABILITY CLAUSE. Each provision, section, sentence, clause, phrase, and word of this Intergovernmental Agreement (Series 2017) is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Intergovernmental Agreement (Series 2017).

Section 11.12 EXECUTION IN COUNTERPARTS. This Intergovernmental Agreement (Series 2017) may be executed in counterparts with both the County and the City having a fully-executed counterpart.

(Signatures on following pages.)

CITY:

CITY OF FARGO, NORTH DAKOTA

BY: _____
Timothy J. Mahoney, Mayor

BY: _____
Steven Sprague, City Auditor

COUNTY:

CASS COUNTY, NORTH DAKOTA

BY: _____
Chad Peterson, Chair
Board of County Commissioners

BY: _____
Michael Montplaisir, County Auditor

**THE TRANSFER OF THIS NOTE IS RESTRICTED AS SET FORTH IN THE
LOAN AGREEMENT DATED AS OF JULY 1, 2017**

**UNITED STATES OF AMERICA
CITY OF FARGO, NORTH DAKOTA
PROMISSORY NOTE**

CUSIP: _____

MATURITY DATE

DATED DATE

July 31, 2020

July 28, 2017

The City of Fargo, North Dakota (including its successors and assigns, the "*City*"), for value received, hereby promises to pay to the order of Wells Fargo Bank, National Association (including its successors and assigns, the "*Lender*"), or registered assigns, the aggregate unpaid amount of principal of and interest on draws made by the Lender from time to time pursuant to that certain Loan Agreement dated as of July 1, 2017 (as amended and supplemented from time to time, the "*Agreement*"), by and between the City and the Lender on the final maturity date shown above (the "*Maturity Date*") and to pay interest on the unpaid amount of such draws on the dates and at the rates specified in the Agreement. Principal of this City Note shall be paid by the City on the Maturity Date, except as otherwise provided in the Agreement. All payments of principal and interest on this City Note shall be made in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts, in immediately available funds to the Lender to the credit of the account specified in the Agreement or such other account as the Lender may from time to time designate in writing.

This City Note evidences the obligation of the City to repay draws made by the Lender pursuant to the Agreement in an aggregate maturing amount, not exceeding the Commitment and any other amounts outstanding under the Agreement, as at any one time outstanding, together with interest thereon, under and pursuant to and in full compliance with the Constitution and laws of the State of North Dakota including, particularly, the Act, and pursuant to the City Resolution, (as such term is defined in the Agreement). This City Note is issued for the purpose of (i) to currently refund and prepay that certain Loan Agreement, dated as of September 1, 2016, by and between the City and Wells Fargo Bank, National Association, that certain promissory note, dated September 9, 2016, to Wells Fargo Bank, National Association outstanding in the principal amount of \$_____, that certain Temporary Sales Tax Revenue Note Purchase Agreement, dated as of September 9, 2016, by and between the City and Wells Fargo Bank, National Association, and that certain Temporary Sales Tax Revenue Note of 2016, dated September 9, 2016, to Wells Fargo Bank, National Association outstanding in the principal amount of \$50,000,000 (collectively, the "*City 2016 Loans*") and (ii) financing a portion of the costs of the Project. Capitalized terms used herein and not otherwise defined have the meaning given to such terms in the Agreement.

The City hereby authorizes the Lender to make appropriate notations on the Schedule 1 attached hereto of all draws evidenced hereby and all principal payments and prepayments made

hereunder and of the date to which interest hereon has been paid; *provided, however*, that the Lender's failure to make any such notation shall not affect the obligations of the City to pay the full amount of the principal of and interest on all draws.

Notwithstanding any provision of this Note to the contrary, all obligations of the City hereunder are special limited obligations of the City, payable solely from the City STR and the County STR, as applicable, authorized and pledged pursuant to the Intergovernmental Agreement, the Ordinance and the City Resolution and this Note shall not constitute a charge, lien or encumbrance upon any property of the City, except for such City STR pledged to make the Payments and other Required Payments hereunder and under the Agreement. Neither the Lender nor any Participant shall have the right to compel any exercise of the taxing power of the City to make any Payment or other Required Payment hereunder and under the Agreement. This Note shall not constitute a general obligation of the City and is not payable from the general fund or other moneys of the City, except the City STR and, to the extent available, the proceeds thereof.

In addition to the foregoing, the City has levied and is collecting, and may in the future levy and collect, sales taxes (other than the City STR) and, with respect to such other sales taxes, the City retains and will retain the right to spend such other sales taxes for any lawful purposes of the City provided by the authorizing ordinance of the City and neither the Lender nor any Participant shall have any charge, lien or encumbrance upon on such other sales taxes. Nothing herein shall constitute a pledge of the City of any taxes or other moneys, other than the City STR, to the payment of any amounts coming due hereunder.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this City Note is duly authorized by law; that all acts, conditions and things required to exist and to be done precedent to and in the issuance of this City Note to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner as required by law; and that all acts, conditions and things necessary to be done or performed by the City or to have happened precedent to or in the execution and delivery of the Agreement have been done and performed and have happened in regular and due form as required by law.

IN WITNESS WHEREOF, the City has caused this City Note to be duly executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Auditor and its seal affixed hereto or imprinted hereon, all as of the Dated Date above.

(SEAL)

CITY OF FARGO, NORTH DAKOTA

By: _____

Name: Timothy J. Mahoney

Title: Mayor

ATTEST:

By: _____

City Auditor

SCHEDULE 1

DATE	AMOUNT OF DRAW MADE	AMOUNT OF PRINCIPAL PAID	DATE TO WHICH
------	------------------------	-----------------------------	---------------

The Realty Building
24 Drayton Street, Suite 1000
Savannah, GA 31401
(912) 443-4040

GRAY PANNELL & WOODWARD
Attorneys at Law
LLP

One Buckhead Plaza
3060 Peachtree Road, N.W., Suite 730
Atlanta, GA 30305
(404) 480-8899

gpwlawfirm.com

July 28, 2017

Wells Fargo Bank, National Association
100 East Wisconsin Avenue, 14th Floor
Milwaukee, Wisconsin 53202

**\$100,000,000 MAXIMUM PRINCIPAL AMOUNT
CITY OF FARGO, NORTH DAKOTA
TAX-EXEMPT DIRECT – FUNDED LOAN**

We have acted as Co-Bond Counsel to the City of Fargo, North Dakota (the “City”) in connection with the issuance by the City of its \$100,000,000 Promissory Note, dated July 28, 2017 (the “City Note”) to Wells Fargo Bank, National Association (“Wells Fargo”) pursuant to that certain Loan Agreement by and between the City and Wells Fargo, dated as of July 1, 2017 (the “Loan Agreement”), and authorized pursuant to that certain resolution entitled “Resolution Authorizing Loan from Wells Fargo Bank, N.A. to the City of Fargo, North Dakota; and consenting to Loan Agreement between Wells Fargo Bank, N.A. and Cass County, North Dakota” adopted by the City on July 17, 2017 (the “Authorizing Resolution”). The City is issuing the City Note in order (i) to currently refund and prepay that certain Loan Agreement, dated as of September 1, 2016, by and between the City and Wells Fargo Bank, N.A. (“Wells Fargo”), that certain promissory note, dated September 9, 2016, to Wells Fargo outstanding in the principal amount of \$ _____, that certain Temporary Sales Tax Revenue Note Purchase Agreement, dated as of September 9, 2016, by and between the City and Wells Fargo, and that certain Temporary Sales Tax Revenue Note of 2016, dated September 9, 2016, to Wells Fargo outstanding in the principal amount of \$50,000,000 (collectively, the “City 2016 Loans”), (ii) to pay expenses necessarily incurred in connection with the Project (as defined by the Loan Agreement), and (iii) to pay the costs associated with the issuance of the City Note.

We have examined the laws, such certified proceedings, and other documents, opinions, materials, and papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations contained in such certified proceedings, other certifications of public officials and such other documents, opinions, materials and papers furnished to us without undertaking to verify the same by independent investigation, including the legal opinion of the City Attorney of the City, the County Attorney of Cass County, North Dakota (the “County”) and bond counsel for the County of even date herewith to Wells Fargo. We have assumed the authenticity of all documents submitted to us as originals, the

authenticity of all signatures appearing on certified proceedings, certifications, and documents, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and the accuracy of the statements of fact contained in such documents.

We have also examined Article 3-21 of the City Municipal Code, the City's Home Rule Charter, the resolution entitled "Resolution – Extension of Sales Tax," adopted by the City on August 15, 2016 (the "STR Extension Resolution"), the City Note, the Loan Agreement, the Intergovernmental Agreement (Series 2016), dated as of September 1, 2016, by and between the County and the City (the "Intergovernmental Agreement"), and that certain resolution adopted by the County on August 1, 2016, which, among others matters, authorizes the execution and delivery of the Intergovernmental Agreement by the County.

Pursuant to Article 3 Section T of the City's home rule charter (the "Home Rule Charter"), Article 3-21 of the Fargo Municipal Code ("Article 3-21"), and the STR Extension Resolution, the City has imposed a sales, gross receipts, and use tax of one-half of one percent (0.5%) to be utilized for such flood risk mitigation and reduction, and related improvements and activities, as the governing body of the City may select (the "City 3-21 Sales Tax"), which by its terms ends on December 31, 2084.

The Loan Agreement and City Note are special limited obligations of the City payable solely from, and secured solely by, the City 3-21 Sales Tax and the County's 2010-2 Sales Tax as defined in the Intergovernmental Agreement and, together with the City 3-21 Sales Tax, herein collectively referred to as the "Flood Protection Sales Taxes".

Simultaneously with the issuance of the City Note, the County is issuing its promissory note, dated July 28, 2017 (the "County Note") to Wells Fargo pursuant to that certain Loan Agreement, dated as of July 1, 2017 (the "County Loan Agreement") by and between the County and Wells Fargo. The County Loan Agreement is secured by, and payable solely from, the Flood Protection Sales Taxes as set forth in the Intergovernmental Agreement.

We have not been engaged or undertaken to review the accuracy, completeness, or sufficiency of any disclosure material relating to the issuance of the City Note and we express no opinion relating thereto or as to any other matter not expressly set forth herein.

Based on the foregoing, we are of the opinion, as of the date hereof under existing law as presently enacted and construed, as follows:

1. The City is a political subdivision of the State of North Dakota and is validly existing and in good standing under the constitution and laws of the State of North Dakota.
2. The execution, delivery, and performance by the City of the Loan Agreement, the City Note, and the Intergovernmental Agreement (collectively, the "City Documents"), and the adoption of the Authorizing Resolution, are within the City's power, have been duly authorized by all necessary action, and require no action by or in respect of, or filing with, any governmental body, agency, or official that has not been accomplished.

3. The Authorizing Resolution has been validly adopted by the City. The City Documents have been duly authorized, executed, and delivered by the City and, assuming the valid authorization, execution and delivery by the other parties thereto, constitute the valid and binding agreements of the City, enforceable in accordance with their terms, subject to (i) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally permitted; (ii) general principles of equity; (iii) the availability of remedies in equity whether considered in a proceeding in equity or law; (iv) the exercise of judicial discretion in appropriate cases; (v) the valid exercise of Constitutional powers of the United States of America of the sovereign powers of states or other governmental units having jurisdiction and (vi) any provisions thereof being limited by public policy considerations or held to be against public policy.

4. The Authorizing Resolution and the Intergovernmental Agreement create a valid first pledge of and security interest in the Flood Protection Sales Taxes pledged by the City pursuant to the Authorizing Resolution and the Intergovernmental Agreement to secure the Loan Agreement and the City Note on a parity with the pledge of, and grant of a security interest in, the Flood Protection Sales Taxes by the City to secure additional parity debt, if any, to be issued in the future.

5. The interest on the City Note is excluded from gross income for federal income tax purposes, and is excluded, to the same extent, from both gross income and net income for State of North Dakota income tax purposes.

6. Interest on the City Note will not constitute a preference item under Section 57(a)(5) of the Internal Revenue Code of 1986, as amended (the "Code"), for purposes of computation of the alternative minimum tax imposed on certain individuals and corporations under Section 55 of the Code, but interest on the City Note will be included in the "adjusted current earnings" of corporate holders of the City Note so as to be taken into account under Section 56(g) of the Code in the computation of the alternative minimum tax applicable to certain corporations.

Though excluded from gross income, interest on the City Note is subject to federal taxation for certain types of taxpayers and certain income taxes, including, without limitation, taxation to the extent it is included as part of (a) effectively connected earnings and profits of a foreign corporation for purposes of the branch profits tax on dividend equivalent amounts, (b) excess net passive income of an S Corporation which has Subchapter C earnings and profits, or (c) minimum effectively connected net investment income of a foreign insurance company. Interest on the City Note is also taken into account in other ways for federal income tax purposes, including, without implied limitation (a) reducing loss reserve deductions of property and casualty insurance companies, (b) reducing interest expense deductions of financial institutions, and (c) causing certain taxpayers to include in gross income a portion of social security benefits and railroad retirement benefits. Ownership of the City Note may result in other collateral federal income tax consequences to certain taxpayers. We express no opinion as to any of such consequences.

In rendering this opinion, we have assumed the accuracy of certain representations and certifications made by the City and the County and continuing compliance by the City and the

County with such covenants, that are intended to comply with the provisions of the Code relating to actions to be taken by the City on the County, as the case may be, in respect to the City Note or the County Note after the closing thereof to the extent necessary to effect or maintain exclusion of interest on the City Note or the County Note from federal gross income. These covenants, representations and requirements relate to, *inter alia*, the use and investment of proceeds of the City Note and the County Note and the rebate to the United States Treasury of specified arbitrage earnings, if required. Failure to comply with certain of such covenants, representations, or requirements may cause the inclusion of interest on the City Note in gross income for federal or state income tax purposes from the date of issue.

We call your attention to the fact that the City Note and the Loan Agreement are a limited obligation of the City, payable solely from the revenues pledged therefor, and do not constitute general obligations of the City or evidence a pledge of the City's full faith and credit. No general taxing powers or other assets or revenues of the City are pledged or available to pay principal of and interest on the City Note and the Loan Agreement.

This opinion letter is given as of its date and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances, or any changes in law, regulation or administrative or judicial interpretation thereof, that may occur or become known hereafter.

Very truly yours,

GRAY PANNELL & WOODWARD LLP

By: _____
A Partner



7a

ASSESSMENT DEPARTMENT

June 29, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1635 9 St N as submitted by Lynnette M Ohm. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2016, 2017, 2018, 2019 & 2020.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$490 with the City of Fargo's share being \$85.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

krw
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Lynette Ohm Phone No. 701/541-2324

2. Address of Property 1635 9th St, N.

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lot 15 Block 12 Chandlers Broadway Addition

4. Parcel Number 01-0380-02710-00 Residential Commercial Central Business District

5. Mailing Address of Property Owner same

City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Basement Finish, 3-levels of new Sheet rock, electrical, flooring throughout, new windows on 2nd floor

7. Building Permit No. 159007 8. Year Built 1952

9. Date of Commencement of making the improvement 1/20/16

10. Estimated market value of property before improvement \$ 158,300

X 11. Cost of making the improvement (all labor, material and overhead) \$ 35,000

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

X 13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature [Signature] Date 6/13/17

Assessor's Determination

14. The local assessor finds that the improvements in this application ~~has~~ has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK

Assessor's Signature [Signature] Date 6/30/17

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



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July 10, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1006 Southwood Dr S as submitted by James P Deutsch Jr & Rachel M Rice. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$170 with the City of Fargo's share being \$30.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

krw
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner James Deutsch Jr + Rachel Rice Phone No. 701 200 2248

2. Address of Property 1006 Southwood Dr. S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lot 9 Southwood

4. Parcel Number 01-2860-00090W Residential Commercial Central Business District

5. Mailing Address of Property Owner Same
City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Reside Dwelling

7. Building Permit No. 162471 8. Year Built 1969

9. Date of Commencement of making the improvement January 2017

10. Estimated market value of property before improvement \$ 300,700

11. Cost of making the improvement (all labor, material and overhead) \$ 23741

12. Estimated market value of property after improvement \$ 313,900

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature [Signature] Date 7/5/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature [Signature] Date 7/12/17

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____



70

July 10, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1021 Park Dr S as submitted by The Gloria A Wrigley Rev Living Trust Agreement. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$175 with the City of Fargo's share being \$30.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka". The signature is fluid and cursive.

Ben Hushka
City Assessor

krw
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	<u>Gloria Wrigley</u>	Phone No.	<u>701-293-5711</u>
2. Address of Property	<u>1021 Park Dr. S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lot 2 B1K 7 Harry A. Schnell 2nd</u>		
4. Parcel Number	<u>01-2700-00020W</u>	Residential	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	<u>Same</u>		
City	State	Zip Code	

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Reside dwelling</u>		
7. Building Permit No.	<u>170173</u>	8. Year Built	<u>1971</u>
9. Date of Commencement of making the improvement	<u>2/2017</u>		
10. Estimated market value of property before improvement	\$	<u>283,900</u>	
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>30,000</u>	
12. Estimated market value of property after improvement	\$	<u>297,500</u>	

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>Gloria A. Wrigley</u> Date <u>7-5-17</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>Don Kuska</u> Date <u>7/12/17</u>

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____



July 10, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2529 East Country Club Dr S as submitted by Peggy R Stern. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$195 with the City of Fargo's share being \$35.

Sincerely,

A handwritten signature in black ink that reads "Ben Hushka".

Ben Hushka
City Assessor

krw
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	<u>Peggy R. Stern</u>	Phone No.	_____
2. Address of Property	<u>2529 East Country Club Dr. S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lot 5 Blk 6 Country Club Acres</u>		
4. Parcel Number	<u>01-0501-00940²⁰</u>	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	<u>Same</u>		
City	_____	State	_____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Reside Dwelling</u>		
7. Building Permit No.	<u>170143</u>	8. Year Built	<u>1968</u>
9. Date of Commencement of making the improvement	<u>2/17/17</u>		
10. Estimated market value of property before improvement	\$	<u>311,900</u>	
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>32,000</u>	
12. Estimated market value of property after improvement	\$	<u>327,100</u>	

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>Peggy R. Stern</u> Date <u>7/6/17</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>Don Neuhoff</u> Date <u>7/12/17</u>

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____



ASSESSMENT DEPARTMENT

July 10, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1819 3 Ave N as submitted by ICD Builders Inc. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$65 with the City of Fargo's share being \$10.

Sincerely,

A handwritten signature in cursive script that reads "Ben Hushka".

Ben Hushka
City Assessor

krw
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner KCD BUILDERS INC Phone No. 218-329-7210

2. Address of Property 1819 3rd AVE N
 City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. PART LOTS 22
 & 23, ALL 24-27 BLDG 15 TYLERS

4. Parcel Number 013300-02470000 Residential Commercial Central Business District

5. Mailing Address of Property Owner PO BOX 808
 City Fargo State ND Zip Code 58107

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Reside dwelling w/
 Vinyl siding

7. Building Permit No. 160417 8. Year Built 1924

9. Date of Commencement of making the improvement 2016

10. Estimated market value of property before improvement \$ 51,000

11. Cost of making the improvement (all labor, material and overhead) \$ 5,000

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
 Applicant's Signature [Signature] Date 7/7/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
 Assessor's Signature [Signature] Date 7/12/17

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
 Approval subject to the following conditions: _____

 Chairman of Governing Body _____ Date _____

add value '18



ASSESSMENT DEPARTMENT

July 10, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1819 3 Ave N as submitted by ICD Builders Inc. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2017, 2018, 2019, 2020 & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$175 with the City of Fargo's share being \$30.

Sincerely,

A handwritten signature in cursive script that reads "Ben Hushka".

Ben Hushka
City Assessor

krw
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner ICD BUILDERS INC ^{Richard Rhoda} Phone No. 218-329-7210

2. Address of Property 1819 3 AVE N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. PART LOTS 22 & 23, AVE 24-27 BLK 15 TYLERS
013300-02470 000

4. Parcel Number _____ Residential Commercial Central Business District

5. Mailing Address of Property Owner PO Box 808

City Fargo State ND Zip Code 58107

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remove porch, brace 1st level, replace finishings

7. Building Permit No. 150294 8. Year Built 1924

9. Date of Commencement of making the improvement 2015

10. Estimated market value of property before improvement \$ increased value

11. Cost of making the improvement (all labor, material and overhead) \$ 13,600 in database

12. Estimated market value of property after improvement \$ database

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature [Signature] Date 7/7/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK

Assessor's Signature [Signature] Date 7/12/17

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

add value for 2017



79

July 10, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1819 3 Ave N as submitted by ICD Builders Inc. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2016, 2017, 2018, 2019 & 2020.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$50 with the City of Fargo's share being \$10.

Sincerely,

A handwritten signature in black ink that reads "Ben Hushka". The signature is written in a cursive style with a large, sweeping initial "B".

Ben Hushka
City Assessor

krw
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner ICD BUILDERS INC ^{Richard Rhodes} Phone No. 218-329-7110

2. Address of Property 1819 3 AVE N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. PART LOT 22 & 23, T4U 24-27 BUK 15 T4LEPS

4. Parcel Number 01-3300-02478-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner PO Box 808
City Fargo State ND Zip Code 58107

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). construct foundation

7. Building Permit No. 152098 8. Year Built 1924

9. Date of Commencement of making the improvement 2015

10. Estimated market value of property before improvement

11. Cost of making the improvement (all labor, material and overhead) \$ increased value by \$ 3800 in assessors database

12. Estimated market value of property after improvement

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature [Signature] Date 7/7/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK

Assessor's Signature [Signature] Date 7/12/17

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

add value for 2016

**CITY OF FARGO
MUNICIPAL COURT**

402 NP AVE N
PO. BOX 49
FARGO, NORTH DAKOTA 58107-0049



TELEPHONE: 701-241-1316
FAX: 701-241-1320

MEMORANDUM

TO: Board of City Commissioners

FROM: Sue Thompson, Clerk of Court

SUBJECT: Memorandum of Understanding Between the North Dakota Court System and the City of Fargo

DATE: July 11, 2017

On December 13, 2010, the North Dakota Supreme Court and the City of Fargo entered into an agreement for the purchase, implementation and usage of the Odyssey Case Management System. Fargo Municipal Court converted to the Odyssey Case Management System and has been utilizing the system since October 1, 2011.

The North Dakota Supreme Court has presented an amended Memorandum of Understanding Between the North Dakota Court System and the City of Fargo and it is my recommendation that it be approved.

Suggested Motion:

Approve the Amended Memorandum of Understanding Between the North Dakota Court System and City of Fargo for the Purchase, Implementation, and Usage of Odyssey Case Management System.



SALLY HOLEWA
STATE COURT ADMINISTRATOR

State of North Dakota
OFFICE OF STATE COURT ADMINISTRATOR

SUPREME COURT
Judicial Wing, 1st Floor
600 E Boulevard Ave Dept 180
Bismarck, ND 58505-0530
701: (701) 328-4216
Fax: (701) 328-2092

July 5, 2017

Dr. Tim Mahoney, Mayor
Fargo City Commission
200 3rd St. N.
Fargo, ND 58102

Dear Dr. Mahoney:

Enclosed please find an amended Memorandum of Understanding with the North Dakota Court System regarding the use of the Odyssey Case Management system for municipal court records.

The primary changes to the Memorandum of Understanding include:

- Sets a threshold of 900 cases filed annually to be eligible to use the Odyssey system. This threshold does not apply to any municipal court currently using Odyssey. The purpose of the threshold is to ensure that municipal court staff have a sufficient volume of cases to enable them to become proficient in the use of Odyssey.
- Requires new employees in the municipal court to attend Odyssey training provided by court system staff. This is to ensure that municipal court staff are fully trained on the correct way to use the Odyssey system.
- Requires municipal courts to scan all case documents into Odyssey when they are filed and to keep the case record up to date. This is to address issues with municipal court records on the public website having incomplete and/or outdated information about the case. It also addresses issues with municipal court records that are scanned into Odyssey as a batch using the date of scanning as the date the case was initially filed rather than the correct filing date for each document. Incorrect filing dates create issues with driver's license records, particularly when a driver's license suspension is involved.
- Prohibits color scans of documents, with exception for legibility. This is to minimize the amount of time it takes to recall and open documents and the amount of server storage that is required to maintain the record.

- Prohibits converting and scanning of cases into Odyssey that were closed prior to the municipal court adopting the Odyssey system, unless the case is being re-opened for further court proceedings or unless the scanning has been authorized by the North Dakota Court System. This is intended to limit the electronic storage space required to maintain court records over time.

Other minor changes to the Memorandum of Understanding are to remove obsolete language and to more accurately reflect the Odyssey functionality that is available to municipal courts.

Please contact me if you have any questions about the amendments.

A signed copy of the Memorandum of Understanding can be emailed to me at sholewa@ndcourts.gov or mailed to me at the address listed above.

Sincerely,



Sally A. Holewa
State Court Administrator

Enclosures

cc: Dave Piepkorn, Deputy Mayor

Memorandum of Understanding Between the North Dakota Court System (Court) and City of _____ (Municipality) for the Purchase, Implementation, and Usage of Odyssey Case Management System

Summary

The North Dakota District Courts currently utilize the Odyssey Case Management System. Odyssey is a product of Tyler Technologies (Tyler). The Court has purchased a municipal license for Odyssey. Through this license, the Court may allow any municipal court in North Dakota to access the Court's version of Odyssey for the purpose of entering and tracking case history and financial obligations, and collecting, maintaining, and reporting case data.

The Court agrees to provide a municipal court license, software updates, operating infrastructure, and annual maintenance fees for the Odyssey system at no cost to the municipality, provided that the municipality agrees to abide by all Conditions of Use established by the Court as outlined below.

The Court will maintain municipal court records for the length of time specified in the Court's Records Retention policy.

The Court will publish municipal court records on its public website consistent with the guidelines established by the North Dakota Supreme Court.

The Municipality agrees to provide adequate hardware and network resources for the municipal court to operate the system locally. The Municipality also agrees to require municipal court employee attendance at training by the Court's Information Technology Department in Bismarck, and pay all related travel expenses for its municipal employees.

Statement of Work

#	Description	Responsibility
1	Discuss and define implementation requirements	Court/Tyler/Municipality
2	Request necessary Tyler change orders for implementation	Court
3	Review change order specifications	Court/Municipality
4	Custom configure system to meet implementation requirements	Court/Municipality
5	Provide necessary computers, scanners, and bandwidth to operate Odyssey	Municipality
6	Define user ID/password and assign rights and roles	Court/Municipality
7	Deliver municipal court clerk and judge training	Court

8	Provide HELP desk support for court clerk and judge	Court
9	Provide written notification of product upgrades and patches	Tyler/Court
10	Identify existing municipal court interfaces and Integrations, define requirements, and perform necessary work to re-build interfaces or integrations, if possible	Municipality

The estimated duration of the requirements gathering, configuration, and roll out of the Odyssey project is six months.

Cost-Sharing

The Court will pay for the municipal court software license and annual maintenance fee.

The Court will pay all costs associated with the infrastructure necessary to make the Odyssey system functional.

The Court will pay for custom Odyssey system enhancements it deems necessary for the entire system.

As determined necessary by the Court, the Court will pay for limited enhancements to the Odyssey system requested by the municipal courts.

The municipality, if it chooses to convert existing non-Odyssey court records, will pay all costs associated with the conversion.

The municipality will pay for any Odyssey system enhancement, custom configuration or custom report specific to their municipal court.

The municipality will pay all associated credit card fees if it chooses to utilize on-line web payment functionality.

The municipality will pay for the bandwidth and end user equipment necessary to operate the Odyssey system locally.

The municipality will pay for all computers, scanners, printers, credit card readers, or other devices necessary to operate the Odyssey system locally.

The municipality will pay for all costs associated with existing and future municipal court integrations or interfaces with external systems.

Conditions of Use

A municipal court must handle at least 900 cases per year to be eligible for an Odyssey system installation.

A municipal court must enter every case in its entirety into the Odyssey upon initial filing of the case, and maintain an accurate record of the case status throughout the life of the case, including any financial transactions associated with the case.

A municipal court must scan all documents, unless a case is commenced by electronic citation (e-citation), into the Odyssey system, using the actual date the document was received as the filing date. Except in rare situations where colored or shaded documents are necessary for legibility, all documents should be scanned as black and white images using the Court’s recommended scanning procedures. Adding or scanning closed court cases that commenced prior to using the Odyssey system is prohibited unless the case is re-opened for further court activity or unless prior authorization has been given by the Court to convert non-Odyssey court records.

Initial training for clerks and judges will be provided by the Court’s Information and Technology (IT) and Finance departments. Issues arising from the need to re-train existing staff after their first year in their position, or excessive training of new staff required due to frequent municipal court staff turnover, will be addressed through a separate agreement between the State Court Administrator and the Municipality.

Acknowledgment

This agreement becomes valid three business days following the Court’s receipt of the fully executed agreement.

Termination of this agreement may be made by either party and will be effective sixty days after written notice of intent to terminate the agreement is served on the other party.

**North Dakota Court System
State Court Administrator**

**City of _____
Chair of the City Commission**

Date: _____

Date: _____

Memorandum of Understanding Between the North Dakota Court System (Court) and City of _____ (Municipality) for the Purchase, Implementation, and Usage of Odyssey Case Management System

Summary

~~The North Dakota Court System (Court) is moving from the Unified Court Information System (UCIS) statewide case management system to a new case management system known as "Odyssey".~~ The North Dakota District Courts currently utilize the Odyssey Case Management System. Odyssey is a product of Tyler Technologies (Tyler). The Court has purchased ~~an enterprise~~ a municipal license for Odyssey. ~~Through this license, the Court may that~~ allows any municipal court in North Dakota to access the Court's version of Odyssey for the purpose of entering and tracking case history and financial obligations, and collecting, maintaining, and reporting case data.

The Court agrees to provide a municipal court license, software updates, operating infrastructure, and annual maintenance fees for the Odyssey ~~project~~ system at no cost to the municipality, provided that the municipality agrees to abide by all ~~conditions of use~~ Conditions of Use established by the Court as outlined below.

The Court will maintain municipal court records ~~in a secure environment~~ for the length of time specified in the Court's Records Retention policy.

The Court will publish municipal court records on its ~~secure~~ public website consistent with the guidelines established by the North Dakota Supreme Court.

~~The Municipality agrees to abide by all conditions of use established by the Court.~~

The Municipality agrees to provide adequate hardware and network resources for the municipal court to operate the system locally. The Municipality also agrees to require municipal court employee attendance at training by the Court's Information Technology Department in Bismarck, and pay all related travel expenses for its municipal employees.

Statement of Work

#	Description	Responsibility
1	Discuss and define implementation requirements	Court/Tyler/Municipality
2	Request necessary <u>Tyler</u> change orders for implementation	Court
3	Review change order specifications	Court/Municipality
4	Custom configure system to meet implementation requirements	Court/Municipality
5	Provide necessary computers, scanners, and bandwidth to operate Odyssey	Municipality

6	Define user ID/password and assign rights and roles	Court/ <u>Municipality</u>
7	Deliver municipal court clerk and judge training	Court/ <u>Tyler</u>
8	Provide HELP desk support for court clerk and judge	Court
9	Provide written notification of product upgrades and patches	Tyler/Court
10	Identify existing municipal court interfaces and Integrations, define requirements, and perform necessary work to re-build interfaces or integrations, <u>if possible</u>	Municipality

The estimated duration of the requirements gathering, configuration, and roll out of the Odyssey project is six months.

Cost-Sharing

The Court will pay for the municipal court software license and annual maintenance fee.

The Court will pay all costs associated with the infrastructure necessary to ~~host an operational~~ make the Odyssey system functional for municipal court use.

The Court will pay for custom Odyssey system enhancements it deems necessary for the entire system ~~and will make those enhancements available to the municipal courts, as appropriate.~~

As determined necessary by the Court, the Court will pay for limited enhancements to the Odyssey system requested by the municipal courts.

~~The Court will pay for conversion of existing municipal court records only for those municipal court records that are currently part of the Unified Court Information System (UCIS).~~

The municipality, if it chooses to convert existing ~~non-UCIS~~ non-Odyssey court records, will pay all costs associated with the conversion.

The municipality will pay for any Odyssey system enhancement, custom configuration or custom report specific to their municipal court.

The municipality will pay all associated ~~merchant account and credit card fees if it chooses to accept credit cards for payment or~~ utilize on-line web payments, functionality. ~~telephone payment, or electronic filing components.~~

~~The municipality will pay all bank fees, check stock or other costs associated with establishing and maintaining a checking account if the municipality chooses to fully utilize the financial management component of Odyssey.~~

The municipality will pay for the bandwidth and end user equipment necessary to operate the Odyssey system locally.

The municipality will pay for all computers, scanners, printers, credit card readers, or other devices necessary to operate the Odyssey system locally.

The municipality will pay for all costs associated with existing and future municipal court integrations or interfaces with external systems.

Conditions of Use

A municipal court must handle at least 900 cases per year to be eligible for an Odyssey system installation.

A municipal court must enter every case in its entirety into the Odyssey upon initial filing of the case, and maintain an accurate record of the case status throughout the life of the case, including any financial transactions associated with the case.

A municipal court must scan all documents, unless a case is commenced by electronic citation (e-citation), into the Odyssey system, using the actual date the document was received as the filing date. Except in rare situations where colored or shaded documents are necessary for legibility, all documents should be scanned as black and white images using the Court’s recommended scanning procedures. Adding or scanning closed court cases that commenced prior to using the Odyssey system is prohibited unless the case is re-opened for further court activity or unless prior authorization has been given by the Court to convert non-Odyssey court records.

Initial training for clerks and judges will be provided by the Court’s Information and Technology (IT) and Finance departments. Issues arising from the need to re-train existing staff after their first year in their position, or excessive training of new staff required due to frequent municipal court staff turnover, will be addressed through a separate agreement between the State Court Administrator and the Municipality.

Acknowledgment

This agreement becomes valid three business days following the Court’s receipt of the fully executed agreement ~~and will remain in effect for two years.~~

Termination of this agreement may be made by either party and will be effective sixty days after written notice of intent to terminate the agreement is served on the other party.

**North Dakota Court System
State Court Administrator**

**City of _____
Chair of the City Commission**

Date: _____

Date: _____



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

9

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 10, 2017

RE: UNIVERSITY OF NORTH DAKOTA COMMUNITY FACULTY
CONTRACT FOR \$9,000

The attached contract with the University of North Dakota School of Medicine and Health Sciences for \$9,000 per year is for medical school student training in the clinic.

No budget adjustment is required for this contract.

If you have any questions, please contact me at 241-1380.

Suggested Motion: Move to approve the medical student training for the 2017-2018 school year.

RR/la
Enclosure

SCHOOL OF MEDICINE & HEALTH SCIENCES
DEPARTMENT OF OBSTETRICS/GYNECOLOGY
1919 NORTH ELM STREET
FARGO, NORTH DAKOTA 58102
(701) 293-4110
FAX: (701) 293-4109

**COMMUNITY FACULTY CONTRACT
(Hospital/Clinic with Single Contract)**

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

1. **Agreement:** UND hereby contracts with Service Provider, and Service Provider agrees to provide to UND the services as outlined in Section 2: Scope of Services of this Contract. UND and Service Provider agree that Provider(s) provided pursuant to the Scope of Services will devote sufficient time to fulfill the requirements as outlined in the Scope of Services. Provider(s), however, will continue their employment with Service Provider and may be assigned other duties and responsibilities deemed necessary by Service Provider.

2. **Scope of Services.** Service Provider, in exchange for the compensation paid by UND under this Contract, agrees to provide the following services:

See attached.

3. **Qualifications.** During the entire term of this Contract, Provider(s) shall be licensed in North Dakota. Provider(s) shall obtain and maintain medical staff privileges as necessary to perform the required duties as set out above.

4. **Term of Contract.** The term of this Contract is for a period of 12 months, commencing on the 1st day of July, 2017, and terminating on the 30th day of June, 2018. This Contract will not renew and there is no promise of continued services beyond the term of this Contract. Any agreement for a subsequent term will require a new contract.

5. **Compensation.** In consideration for the services provided by the Provider(s) under this Contract, UND shall pay to Service Provider an amount of \$75 per one hour lecture and \$150 per week for precepting, to be paid after each eight-week clerkship rotation. The Parties agree that the compensation set forth is the result of arms-length negotiations and is consistent with the fair market value for the services to be provided by the Provider(s). The compensation has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties which may be reimbursed under Medicare or any state healthcare program. Service Provider and Provider(s) shall be under no obligation to refer any business or patients to UND.

6. **Professional Charges.** UND agrees that it shall not bill any patient, third party payor, or any other party for any charges associated with any professional services provided by Provider. Service Provider shall have the sole right to bill and receive payment for any professional services provided by Provider(s).
7. **Independent Contractor.** Service Provider shall perform as an independent contractor under this Contract. The Provider(s) shall not be an employee of UND for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Worker's Compensation Act. Service Provider will retain sole and absolute discretion in the manner and means of carrying out the activities and responsibilities under this Contract, except to the extent specified in this Contract.
8. **Termination of Contract.**
 - A. Termination without cause. This Contract may be terminated by either party upon 30 days' written notice.
 - B. Termination for lack of authority. This Contract may be terminated if any license or certificate required by law, rule, or terms of this Contract, or necessary privileges, is for any reason denied, revoked, suspended or not renewed.
 - C. Termination for cause. UND by written notice of default to Service Provider may terminate the whole or any part of this Contract if Provider(s) fails to provide services required by this Contract within the time specified or any extension agreed to by UND, or in a manner acceptable to UND. The rights and remedies of UND provided in this section 7 related to defaults by Service Provider are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Termination of this Contract under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
9. **Professional Liability Insurance.** Subject to applicable deductibles or self-insured retention, each party agrees that throughout the term of this Contract it shall maintain professional liability coverage. UND shall maintain coverage with minimum limits of \$1,000,000 per occurrence and \$5,000,000 annual aggregate for its students and medical residents. The Parties shall provide for at least 30 days notice of any cancellation or change in professional liability insurance coverage. Service Provider's professional liability insurance shall provide coverage for Provider's activities under this Contract.
10. **Notice.** All notices or other communications required under this Contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the Parties at the following addresses:

Hospital/Clinic:

Fargo Cass Public Health
 1240 25th Street S
 Fargo, ND 58103

UND:

Department of Obstetrics/Gynecology
 1919 North Elm Street
 Fargo, ND 58102

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

11. **Confidentiality.** Except as may be required or permitted by applicable law, patient authorization, court order, or subpoena, each party agrees not to release confidential patient information. Service Provider and UND agree that each is a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and HIPAA’s implementing privacy regulations, 45 C.F.R. §165.500, *et seq.* (“Privacy Regulations”) and each party shall comply with all requirements with respect to protected health information as defined in HIPAA. The provisions of this paragraph shall survive the termination of this Contract.
12. **Nondiscrimination and Compliance with Laws.** The Parties agree to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. Therefore, there will be no discrimination on the basis of race, religion, age, color, sex, disability, sexual orientation, gender identity, genetic information, national origin, marital status, veterans’ status, political belief or affiliation, or the receipt of public assistance. Service Provider shall have and keep current at all times during the term of this Contract all licenses and permits required by law.
13. **FERPA.** For purposes of this Contract, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), UND hereby designates the Provider as a school official with a legitimate educational interest in the educational records of the students who participate in the clinical program to the extent that access to the records are required by the Provider to carry out the clinical program. The Provider agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
14. **Miscellaneous.**
 - A. This Contract contains the entire understanding of the parties and all prior negotiations and understandings are superseded hereby and merged into this Contract.
 - B. Any term or provision of this Contract which now or hereafter is determined to be invalid or unenforceable shall not impair the validity of the remainder of the Contract.


- C. Service Provider may not assign or otherwise transfer or delegate any right or duty without UND's express written consent.
- D. Service Provider shall promptly notify UND of all potential claims which arise of result from this Contract.
- E. This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be brought in the Northeast Central Judicial District Court of Grand Forks County, North Dakota.
- F. This Contract may be amended only by the written agreement of both parties hereto.

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

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

Fargo Cass Public Health
1240 25th Street S
Fargo, ND 58103

By: 
Dennis J. Lutz, M.D.
Its: Professor & Chair

By: 
Ruth Roman, M.S., R.N.
Its: Director of Public Health

Date: 19 June 2017

Date: 7-7-2017

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

By: _____
Timothy Mahoney, M.D.
Its: Mayor, City of Fargo

By: 

Date: _____

Its: 

Date: 6-26-17

SCHOOL OF MEDICINE & HEALTH SCIENCES
DEPARTMENT OF OBSTETRICS/GYNECOLOGY
1919 NORTH ELM STREET
FARGO, NORTH DAKOTA 58102

(701) 293-4110
FAX: (701) 293-4109

2017-2018

Fargo Cass Public Health

Audrey A. Eckes, F.N.P.

Lori L. Ellingson, F.N.P.

SCOPE OF SERVICES

1. Accept students from the University of North Dakota School of Medicine & Health Sciences without discrimination as to age, race, color, creed, sex, or handicap.
2. Counsel, advise, assist, and instruct the medical students as the need, request, and/or opportunity arises.
3. The Fargo Cass Public Health/Family Planning staff will provide our medical students with an orientation prior to seeing patients in clinic, preceptorship guidance during clinic hours, clinical exposure involving colposcopy experience, as well as assist in the utilization of computer and manikin teaching opportunities.
4. Provide scheduled lectures and seminars as negotiated with the Chair of the Department of Obstetrics and Gynecology or his designated representative in the areas of *STD's (1 hour)*, *Contraception (2 hours)*, and *Pelvic Exam (1 hour)* during the student scheduled orientation time.
5. Unless otherwise designated, each medical student will be assigned two full days of clinic on a **Tuesday** at the Fargo Cass Public Health adhering to the Title X regulations and guidelines of the Family Planning Program.
6. Provide a timely and thoughtful evaluation of the medical students at the end of their clerkship or elective rotation that will be 20% of their final preceptor grade.

SCHOOL OF MEDICINE & HEALTH SCIENCES
DEPARTMENT OF OBSTETRICS/GYNECOLOGY
1919 ELM STREET NORTH
FARGO, NORTH DAKOTA 58102
(701) 293-4110
FAX: (701) 293-4109
E-MAIL: obgyn@medicine.nodak.edu

June 30, 2017

Ruth Roman, M.S., R.N.,
Director of Public Health
Fargo Cass Public Health/Family Planning
1240 25th Street S
Fargo, ND 58103

Dear Ms. Roman:

I am enclosing the original 2017-2018 community faculty contract between Fargo Cass Public Health and the University of North Dakota School of Medicine & Health Sciences – Department of Obstetrics and Gynecology.

We would appreciate having the original contract reviewed, signed and returned to the above address as soon as possible. Payment for teaching cannot be processed until the original signed contract/agreement has been received back in our office.

If you have any questions, regarding the enclosed contract, please feel free to call me.

Sincerely,



Tracey Steffes
Administrative Officer & Clerkship Coordinator
Department of Obstetrics/Gynecology – Fargo

Enclosure





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Fargo Cass Public Health

(10)

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH


DATE: JULY 7, 2017

RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF
HEALTH FOR WOMEN'S WAY PROGRAM
CONTRACT NO. PF17-029 CFDA No. 93.898 \$100,880

The attached contract for \$100,880 with the North Dakota Department of Health is for the Women's Way program. No budget adjustment is needed for this grant agreement.

Suggested Motion: Move to approve the North Dakota Department of Health contract for the Women's Way program.

RR/LA
Enclosure

		PURCHASE OF SERVICE AGREEMENT SFN 53372 (1-2016)		NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
CONTRACT NUMBER	CFDA NAME	CFDA NUMBER	START DATE	END DATE	
PF17.029	Cancer Prevention and Control Programs for State, Territorial, and Tribal Organizations	93.898	7/1/2017	6/30/2018	
FEDERAL AWARD DATE	FEDERAL AWARDING AGENCY	FAIN NUMBER	CONTRACT TYPE: ACQUISITION or RESEARCH		
			Acquisition		
THIS CONTRACT IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS CONTRACT SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.					
TITLE OF PROJECT/PROGRAM	NDDoH PROJECT CODE				
CONTRACTOR NAME	Susan M. Mormann				
ADDRESS	600 East Boulevard Avenue Dept. 301				
CITY/STATE/ZIP	Bismarck ND 58505-0200				
CONTACT NAME	Susan M. Mormann				
TELEPHONE NUMBER	701.328.2472				
EMAIL	smormann@nd.gov				
	NDDoH Cost Share	Contractor Cost Share	Total Costs		
Amount Awarded	\$100,880	\$0	\$100,880		
Previous Funds Awarded	\$0	\$0	\$0		
Total Funds Awarded	\$100,880	\$0	\$100,880		
SCOPE OF SERVICE	Contractor will administer and manage <i>Women's Way</i> in order to conduct the North Dakota Breast and Cervical Cancer Early Detection Program within its service area which includes the counties of: Steele, Traill, Barnes and Cass. Contractor to follow the <i>Women's Way</i> LCU Policy and Procedure Manual as provided. Contractor will attend the bi-monthly teleconferences, the bi-annual face-to-face local coordinator's meetings, and the mandatory Motivational Interviewing training. Screening goal is further defined in Attachment A.				
REPORTING REQUIREMENTS	Reporting requirements are defined in Attachment A.				
SPECIAL CONDITIONS	Note: Health care reform and state appropriations may affect the amount of funding available in subsequent periods.				
This Purchase of Service Agreement is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum for Purchase of Service Agreements issued by the North Dakota Department of Health as signed by Contractor for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only] Requirements received] and (2) applicable State and Federal regulations.			EVIDENCE OF NDDoH ACCEPTANCE		
DATE	SIGNATURE	DATE	SIGNATURE		
7-6-2017	Ruth Roman				
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE				
Ruth Roman, Director of Public Health	Susan M. Mormann, Director, Division of Cancer Prevention and Control				
DATE	SIGNATURE	DATE	SIGNATURE		
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE				
Timothy J. Mahoney, Mayor City of Fargo	Arvy Smith, Deputy State Health Officer				
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.					



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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 30, 2017

RE: NOTICE OF GRANT AWARD AGREEMENT WITH THE NORTH
DAKOTA DEPARTMENT OF HEALTH FOR WATER
POLLUTION – EPA BLOCK
CONTRACT NO. G17.305 CFDA NO. 66.605 \$1,250


This is a request to approve the attached Notice of Grant Award for \$1,250.00 with the North Dakota Department of Health for the water pollution program in southeastern North Dakota.

No budget adjustment is required for this contract.

If you have questions, please contact Ruth Roman at 241-1380.

Suggested Motion: Move to approve the North Dakota Department of Health agreement for the water pollution program.

RR/LA
Enclosure

		NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
GRANT NUMBER	CFDA NUMBER	START DATE	END DATE
G17.305	66.605	7/1/2017	6/30/2018
FEDERAL AWARD DATE	FEDERAL AWARDING AGENCY	GRANT TYPE: PROGRAM or R&D	
1/30/2017	Environmental Protection Agency	Program	
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	Water Pollution - EPA Block	NDDoH PROJECT CODE	5531 H099 61
GRANTEE NAME	Fargo Cass Public Health	PROJECT DIRECTOR	Karl Rlockeman
ADDRESS	1240 25th Street South	ADDRESS	918 East Divide Ave., 4th Floor
CITY/STATE/ZIP	Fargo ND 58103-2367	CITY/STATE/ZIP	Bismarck ND 58501-1947
CONTACT NAME	Ruth Roman, Director of Public Health	CONTACT NAME	Marty Haroldson
TELEPHONE NUMBER	701.241.1360	TELEPHONE NUMBER	701.328.5234
EMAIL	Rroman@FargoND.gov	EMAIL	mharolds@nd.gov
Amount Awarded	\$1,250	Grantee Cost Share	\$417
Previous Funds Awarded	\$0		\$0
Total Funds Awarded	\$1,250		\$417
NDDoH Cost Share		Total Costs	\$1,667
			\$0
			\$1,667
SCOPE OF SERVICE	Grantee will conduct Water Pollution Program activities and will act as a local point of contact for county commissioners, city staff, and planning and zoning staff as it relates to water pollution control requirements. Grantee will report spills and illegal dumping to the Department as it is made aware of such activities. In addition, Grantee will work with the Department on municipal wastewater systems, septic tank pumps, and stormwater discharges and will conduct surveys and investigations as requested by the Department.		
REPORTING REQUIREMENTS	Quarterly "Request for Reimbursement" reports are due within 15 days of the end of each quarter. All payments will be processed upon Department receipt and approval of progress reports (i.e., daily activity logs) and expenditure reports unless otherwise specified in Special Conditions. The expenditure report for the period ending June 30, 2018 must be received no later than July 14, 2018.		
INDIRECT RATE (check one)	<input type="checkbox"/> Subrecipient waived indirect costs		<input checked="" type="checkbox"/> De minimus rate of 10%
SPECIAL CONDITIONS	Payments will be processed at seventy-five (75) percent of the total expenditures reported. Twenty-five (25) percent match funding is required by the Grantee. This funding is contingent upon continuation of current federal funding.		
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 North Dakota Department of Health as signed by Grantees for the period of July 1, 2017 to June 30, 2019 and (2) applicable State and Federal [Accounting Use Only Requirements received] (2) applicable State and Federal regulations.			
EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	
DATE	6/30/2017	SIGNATURE	Ruth Roman
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	Ruth Roman, Director of Public Health	DATE	
DATE		SIGNATURE	
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	Timothy J. Mahoney, Mayor, City of Fargo	DATE	
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.			



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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 13, 2017

RE: AMENDMENT TO AGREEMENT FOR SERVICES WITH
MEGAN MYRDAL \$150.00 AND AGREEMENT FOR
SERVICES WITH WHITNEY OXENDAHL \$850.00

The attached contract amendment and agreement for services is to implement healthy concession options available to reduce childhood obesity. The work of the Cass Clay Food Commission working to improved access to safe, nutritious and affordable food for all residents.

No budget adjustments are required for these contracts.

Suggested Motion: Move to approve the contract amendment with Megan Myrdal and agreement with Whitney Oxendahl.

RR/la
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 1st day of July 2017, by and between Fargo Cass Public Health ("FCPH"); and Whitney Oxendahl (Independent Contracting Consultant).

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

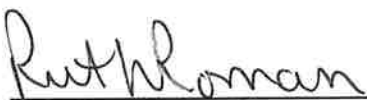
- A. Term of Agreement:** The parties entered into a written agreement for the period of July 1, 2017, through September 30, 2017.
- B. Services to be provided by independent contractor:** Independent contractor will research, coordinate and implement the development of a food access "blue print" document for the Cass Clay Food Commission (CCFC). Draft document will be written following current "blue print" template, shared and discussed with the Steering Committee, presented to CCFC, and modified and revised as needed.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed \$850.00 for research, presentation and completion of the blueprint.
- 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



 Ruth Roman
 Director of Public Health

Date 7-12-2017

CONSULTANT



 Whitney Oxendahl
 Independent Contractor

Date 7/12/17

 Timothy J. Mahoney
 Mayor, City of Fargo

Date _____

AMENDMENT TO AGREEMENT WITH MEGAN MYRDAL

Fargo Cass Public Health ("FCPH"); and Megan Myrdal, (Independent Contracting Consultant) entered into an agreement for an Independent Contracting Consultant.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The parties agree that the Agreement should be amended.
2. The terms of this Agreement shall be for the period of October 15, 2016, through September 30, 2017. Either party upon the giving of thirty (30) days written notice may terminate the Agreement.
3. The original contract was for \$11,800.00. In addition to duties stated in original contract, the contracting consultant shall be reimbursed an additional \$150.00 to prepare a presentation regarding the work of the Cass Clay Food Commission and present at the September North Dakota Planning Association Conference if accepted. Presentation content will also be used for meetings with local planning departments. All reimbursement for both the original and amended contracts should not to exceed \$11,950.00.

DATED effective the date and year first above written.

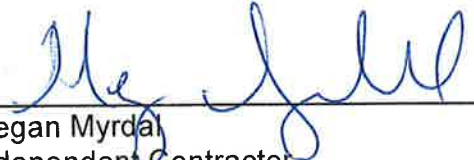
In **Witness** thereof, this purchase of service agreement amendment has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

CONSULTANT



 Ruth Roman
 Director of Public Health



 Megan Myrdal
 Independent Contractor

7/12/2017

 Date

7/7/2016 2017 *fa*

 Date

 Timothy J. Mahoney
 Mayor, City of Fargo

 Date



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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

GRANT LARSON
DIRECTOR OF ENVIRONMENTAL HEALTH

DATE: JUNE 30, 2017

RE: ARTICLE 13-10 RECREATIONAL AQUATIC FACILITIES

Staff at Fargo Cass Public Health request Article 13-10 regarding Recreational Aquatic Facilities be sent to the City Attorney's office for review and updates. The major content change being recommended is the addition of language associated with the Model Aquatic Health Code (MAHC).

If you have any questions please contact Grant Larson at 241-1388.

Suggested Motion: Move to task the City Attorney's office to work with Fargo Cass Public Health to review and update Article 13-10 regarding Recreational Aquatic Facilities.


RR/lja
Enclosure



Fargo Inspections

City of Fargo
200 Third Street North
701-241-1561
fax 701-476-6779

Memorandum

DATE: July 12, 2017
TO: Mayor Mahoney and Board of City Commissioners
FROM: Bruce Taralson, Inspections Administrator 
SUBJECT: 2017 National Electric Code adoption

It is time to update our electrical code adoption to the most current, available code, which is the 2017 National Electrical Code.

The State Electrical Board made an amendment to the 2017 National Electrical Code with their adoption to provide an exception #10 to section 24.1-06-02-10, which exempts the installation of arc-fault circuit interrupter (AFCI) devices in refrigeration appliance situation. We believe this to be contrary to public safety. AFCI devices de-energize a circuit when an arc fault is detected. This greatly reduces the risk of an electrical fire. We will propose an amendment to this section, exception #10:

Subsection 10 of the North Dakota State Wiring Standards Section 24.1-06-02-10 is hereby amended to revise the exception #10 so that this subsection reads as follows: Where arc-fault circuit interrupter (AFCI) protection is required in article 210.12, 2017 edition of the NEC.

A suggested motion is as follows:

SUGGESTED MOTION: I move to direct the City Attorney's office to draft an ordinance adopting Section 210.12 of the 2017 National Electrical Code with above suggested amendment and to update Fargo Municipal Code section 23-0211 to reference adoption of the same.



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INFORMATION SERVICES
200 Third St N
FARGO, ND 58102
PHONE: 701-476-6700
FAX: 701-241-8253

July 13, 2017

Honorable Board of
City Commissioners
City of Fargo
200 N 3rd St. S
Fargo, ND 58102

Dear Commissioners;

Many of the software and hardware products that we purchase come with an initial maintenance period where the manufacturer covers the updates and support of the equipment and/or software. This typically covers the first year of ownership of the product. After that initial period, though, we typically pay for the maintenance contract on an annual basis. In most cases, we do not have an option to get the maintenance support from another vendor.

Attached is a list of the current maintenance contracts that we maintain.

I would like to identify all of these vendors as sole source options for the purchasing of the maintenance contracts for their identified items.

All of these maintenance costs are included in the IS annual budget requests for that year.

Suggested Motion:

Direct Finance staff to accept these vendors as sole source vendors for the purchasing of the annual maintenance contracts.

Thank you,

A handwritten signature in cursive script that reads "Ron Gronneberg". The signature is written in black ink and includes a long, sweeping underline that extends to the right.

Ron Gronneberg
CIO, City of Fargo

Vendor	Title/App	2017
2FA	2FA	\$3,200.00
A N D Technologies	P Counter	\$495.00
Accela	Public Stuff/Fargo ONE	\$25,084.00
ACOM	Cash Receipts Journal	\$1,783.00
Animated Data Inc	Stats FD	\$450.00
Apex Software	Apex	\$2,520.00
Applied Logic	FEU Professional	\$289.00
ArcMail Technology Inc	ArcMail	\$988.07
Aurigo Software Technologies	Masterworks	\$35,548.00
AVI	Tightrope	\$3,325.00
Azteca Systems	City Works	\$38,995.00
Brooks	RPM Elite	\$121.50
Mototrex (Brown Traffic Products Inc)	Siemens TACTICS Traffic Control SW	\$19,450.00
BSI	BSI Apps	\$46,750.00
CCG Systems Inc	Faster Fleet Mgmt	\$17,714.20
CDWG	Adobe Creative Cloud/Photoshop	\$7,976.22
CDWG	HP Server/SAN maintenance	\$20,544.00
CDWG	Trend Enterprise Security Suite	\$11,634.00
Centurion Technologies	Smart Shield & Remote Manager	\$536.20
Cities Digital	Laserfiche	\$29,955.00
cleverbridge	Lansweeper	\$299.00
Corporate Technologies	Barracuda Engergize Update 3 year	\$584.00
Corporate Technologies	Barracuda Instant Replacement 3 year	\$375.00
Corporate Technologies	WebSense	\$8,906.67
Coporate Technologies	Anyconnect Plus	\$997.50
Crow Canyon	IS Connect/Helpdesk	\$2,808.00
Cummins	Insite Lite	\$550.00
Cummins	Insite Lite	\$550.00
Data East	X Tools Pro	\$165.00
Desert Micro	Route Manager	\$24,236.15
Digicert	digital certificate	\$475.00
Digital Health Department Inc	DHD EH Data management	\$11,902.50
DLT Solutions	AutoCAD	\$62,171.04
DLT Solutions	Alienvault	\$5,490.00
dotgov	domain renewals	\$250.00
Dotster	domain renewals	\$1,800.00
Eagle Point Corporation	Pinnacle Series upgrade from Task Navigator	\$4,500.00
Eaton Corp	UPS Maintenance service contract	\$5,268.00
EMCS Inc	IA Trak 5	\$450.00
ESRI	ArcView	\$57,200.00
GeoSpatialExperts	GPS Photo Link GIS Pro	\$447.00
Global Traffic Technologies LLC	Opticom CMS 5 Intersections	\$1,687.50
Goodpointe Technology	Icon PMS	\$3,970.00
Google	Slte Search	\$750.00
Grabar Voice & Data Inc	WinScribe Dictation System	\$3,665.00
Help/Systems Inc	Abstract	\$1,598.00
Help/Systems Inc	ESend	\$1,055.00
Help/Systems Inc	Network Security	\$1,050.00
Hewlett Packard	SAN maintenance	\$6,341.04
High Plains	IBM Rational Developer	\$370.60
High Plains	VMWare	\$18,333.82
High Plains	SPSS	\$2,346.00
High Point	Aimetis Symphony	\$7,058.96
High Point	Aruba Clear Pass Policy Mgr	\$1,642.00
High Point	Dell Poweredge R720XD	\$5,129.05

Vendor	Title/App	2017
High Point	Extreme Switch maintenance	\$13,447.00
High Point	Intermapper	\$688.00
High Point	Shorecare Partner Support	\$51,639.84
High Point	Siparator Maint	\$943.00
High Point	Sonicwall (PD ICV)	\$709.28
High Point	Sonicwall (Primary Firewall)	\$3,596.00
High Point	Veeam	\$13,800.00
HydroCAD Software Solutions LLC	HydroCAD	\$372.00
Infrastructure Technologies	IT Pipes sewer camera truck sw	\$1,500.00
Innovyze	InfoSWMM	\$3,750.00
Jack Henry	RemitPlus	\$6,901.00
K&A Industries	Nisca Printer Hot Swap	\$381.00
Korterra	Korterra	\$10,826.82
Kronos	Kronos	\$30,916.12
LexisNexis	Michies ND Century Code	\$2,252.32
Lizard Tech	Geo Express	\$680.00
Marshall & Swift	Commercial Estimator 7	\$3,395.95
Marshall & Swift	Residential Cost Handbook/Valuation Service	\$1,628.35
Dell (Microsoft)	Software Assurance	\$49,654.62
Mitchell 1/Snap-on	TechWorks (Medium Truck, Shopkey Pro bundle)	\$2,220.00
Navex Global/Vista Equity Partners	Policy & Procedure Manager	\$1,155.00
Network Center	Maas 360	\$4,950.02
Pagefreezer	web/social media	\$2,456.06
pcs mobile	Arbitrator	\$9,242.08
Pictometry International	Pictometry Connect	\$1,650.00
Pluralsight	Pluralsight	\$299.00
ProWest	LINKnrg Web Mapping Application	\$3,000.00
Pulse Point	Pulse Point	\$8,000.00
Schneider Electric	WX Sentry	\$5,945.28
Screen Connect Software LLC	DMZ ScreenConnect	\$900.00
Screen Connect Software LLC	Internal ScreenConnect	\$120.00
SignCAD Systems Inc	SignCAD	\$902.50
Simplex Grinnell	C-Cure	\$5,084.39
Speedlink	ArcMall	\$2,000.00
Sungard	Naviline/HTE	\$75,594.23
Survey Monkey	gold plan	\$300.00
Syn-Tech Systems Inc	Fuelmaster	\$1,881.00
Telerik	Kendo UI Professional	\$499.00
TimeValue Software	Tvalue	\$500.00
Tracker Products LLC	Tracker	\$3,681.88
Transoft	AutoTURN Map	\$770.00
Transoft	Torus Map	\$830.00
Trumba	Web Calendar	\$99.95
Greenway Health (was Vitera)	Intergy	\$8,605.44
WebEx	Meeting Center Pro	\$600.00
WinMagic	WinMagic Enterprise Client	\$253.00

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING ADMINISTRATOR *NC*

DATE: JULY 13, 2017

SUBJECT: REQUEST FOR APPROVAL OF CONTRACT AMENDMENT FOR DESIGN SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE FARGO PROJECT.

In December 2014, a contract with Land Elements (LE), a local landscape architecture firm, was established for The Fargo Project. The scope of services was to create construction drawings and project construction administration in the field, and to implement the artist and community engagement components of the National Endowment for the Arts grant and the ArtPlace grant.

We are now in the final design and construction phase. This includes project administration for community outreach and stakeholder meetings, construction administration of the water features, natural play, overlook, boardwalk and trails, continued design development and construction documents.

The services of LE is necessary in order to aide in the construction administration and contractor coordination that is remaining on the scope of this project. This remaining work satisfies the grants issued to the City of Fargo by ArtPlace America and Kresge Foundation. For LE's remaining 2017 services, Planning is requesting a contract amendment for \$33,170.00. These funds are available from the Kresge grant award.

A complete summary and project status of The Fargo Project will be presented to the Board of City Commissioners in August.

Suggested Motion:

To approve the contract amendment with Land Elements in the amount of \$33,170.00.



Land Elements 2017 Fee Estimate for The Fargo Project/World Garden Commons: Fargo, ND									
Land Elements Team Members									
Hourly Rates									
Description									
12.05.16 Updated 7.10.17									
Project Administration / Collaboration + Coordination									
		\$120	\$90	\$75	LEAD ARTIST	Total			
		2 for Project	2 for Project	2 for Project	\$100	Hours			
		Landscape Arch. II	Landscape Des. I	Landscape Des. II	1 for Project				
A.	Kick-off Meeting								
A.1	Project Coordination Meetings - Design [3] Communication [10] Construction [10]	6	16	16	8	46			
A.2	Project Administration and Task Coordination	2	2	2		4			
A.7	Stakeholder Meetings (Adjacent Building Owners: Parks Dept., YMCA)	2	2	8	8	18			
A.8	Community Outreach Meetings, Design Meetings, Party in the Park (artist)					0			
B.	Layout, Concept and Dimensioned Site Plans								
B.4	Community Welcome Garden			8	8	16			
B.5	Listening Garden					0			
B.6	Overlook and Natural Play Area					0			
C.	Schematic Design and Design Development								
C.4	Natural Play (COMPLETED IN 2017, but not paid)	2	4	12	4	22			
C.19	Drawing Collaboration and Reviews	2	2	2	2	8			
D.	Landscape Construction Plans and Specifications								
D.1	Construction Documents 95% submittals: overlook, natural play, trails and boardwalk	6	16	18		40			
D.2	Construction Specifications	1	8			9			
D.3	Final construction document set for bidding	2	8	16		26			
D.4	Construction Estimates	1	4	2		7			
E.	Construction Administration (Hourly Rate)								
E.1	On-site construction administration Water Features		16		4	20			
E.2	On-site construction administration Natural Play Area and Boardwalk		16		8	24			
E.3	On-site construction administration Overlook and Nature Trails		16		8	24			
	Contractor meetings		20			20			
	Community involvement and installation		10			10			
Total Hours		22	142	84	50	298			
Total Cost		\$ 2,640.00	\$ 12,780.00	\$ 6,300.00	\$ 5,000.00	\$ 26,720.00	(2017 Additional Services)		
							+	\$ 6,450.00	(Additional ARTIST Services Completed by Dwight Mickelson in 2016)
							\$	33,170.00	(2017 Additional Services Requested)

**AMENDMENT NO. 3
CITY OF FARGO
LANDSCAPE ARCHITECT SERVICES AGREEMENT
The Fargo Project – City of Fargo**

PROJECT Name: The Fargo Project: World Garden Commons Fargo, ND

Scope of Work

The City has requested additional scope of work including, additional coordination meetings, additional art leadership and participation by artist Dwight Mickelson, adjustment of design elements and re-bidding of the overlook structure, rendering and community design workshop participation, and continued construction administration for the natural play area, overlook area and welcome garden. The construction timeline has been extended and additional services are needed to complete 95% and final construction documents. This work includes additional scope for consulting work led by artist, Dwight Mickelson.

COMPENSATION

The Cost Proposal Form contained in Exhibit A of the original contract shall be amended as follows:

Total Not to Exceed Proposal shall be increased from the amount of \$233,455.75 to \$266,625.75

IN WITNESS WHEREOF, this amendment to the original contract date 11th of November 2014 has been executed this 10th day of July, 2017.

LAND ELEMENTS, Inc.



Michael Allmendinger
Principal

CITY OF FARGO

Tim Mahoney
Mayor



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PLANNING AND DEVELOPMENT

200 Third Street North
Fargo, North Dakota 58102
Phone: (701) 241-1474
Fax: (701) 241-1526
E-Mail: planning@FargoND.gov
www.FargoND.gov

MEMORANDUM

DATE: July 13, 2017
TO: City Commission
FROM: Willard Yellow Bird, Cultural Planner *WYB*
RE: Title VI and Non-Discrimination Plan

The City of Fargo is committed to compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all related regulations and statutes.

The City assures that no person or group(s) shall be excluded from participating in any program, service, or activity on the grounds of race, color, religion, national origin, sex, age, disability, familial, and income status. The City also assures that every effort will be made to prevent discrimination on the basis of sexual orientation and will provide meaningful access to services for persons with limited English proficiency.

The attached Title VI and Non-Discrimination Plan includes the City's policy statement, assurances, description of coordinator responsibilities, Limited English Proficiency Plan, as well as the Title VI complaint form, instructions, and procedure.

Recommended Action: Approve the Title VI and Non-Discrimination Plan.





Title VI and Non-Discrimination Plan

July, 2017

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TITLE VI AND NON-DISCRIMINATION POLICY STATEMENT

The City of Fargo (City) is committed to compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all related regulations and statutes. The City assures that no person or groups(s) of persons shall, on the grounds of race, color, national origin, sex, age, disability/handicap, and income status¹ be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the City, regardless of whether those programs and activities are federally funded or not.

The City also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on the basis of religion, sexual orientation, minority status and low-income populations. In addition, the City will provide meaningful access to services for persons with Limited English Proficiency.

In the event the City distributes federal-aid funds to a subrecipient, the City will include Title VI language in all written agreements and will monitor for compliance.

The City's Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21. The City's Title VI Coordinator is:

Willard Yellow Bird Jr.
Cultural Planner, Department of Planning and Development
200 N 3rd Street
Fargo, ND 58102
701-476-4116/wyellowbird@cityoffargo.com

Timothy Mahoney, Mayor

City of Fargo

Signature

Date

¹ Title VI of the Civil Rights Act of 1964 governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

TITLE VI ASSURANCES

The City of Fargo in the State of North Dakota (hereinafter referred to as the Recipient) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the U. S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the U.S. Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability/handicap, and income status² be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance through the North Dakota Department of Transportation, including the U.S. Department of Transportation and the Federal Highway Administration; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal-aid Highway Program

1. That the Recipient agrees that each "program" and each "facility," as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or materials subject to the regulations and made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the U.S. Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any

² Title VI of the Civil Rights Act of 1964 governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal-aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants

of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Recipient by the U.S. Department of Transportation under the Federal-aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants in the Federal-aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Timothy Mahoney, Mayor

City of Fargo

Signature _____ Date _____

Attachments: Appendices A, B, and C

APPENDIX A OF THE TITLE VI ASSURANCES

The City of Fargo will insert or add the following clauses into every contract subject to the Act and Regulations associated with the receipt of Federal financial assistance:

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

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Fargo or the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City of Fargo, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Fargo and the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the City of Fargo or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the City of Fargo enter into such litigation to protect the interests of the City of Fargo; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

*** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.*

APPENDIX B OF THE TITLE VI ASSURANCES

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the City of Fargo, as authorized by law and upon the condition that the City of Fargo will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation, and also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the U.S. Department of Transportation (hereinafter referred to as the Regulations), pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim, and convey unto the City of Fargo all the right, title, and interest of the U.S. Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City of Fargo and its successors forever, subject, however, to the covenant, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, and shall be binding on the City of Fargo, its successors, and assigns.

The City of Fargo, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land, for itself, its successor, and assigns that (1) no person shall, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Fargo shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-

assisted Programs of the U.S. Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land; and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assignees as such interest existed prior to this instruction.*

** Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.*

*** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.*

APPENDIX C OF THE TITLE VI ASSURANCES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Fargo, pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate), for him or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases, add “as a covenant running with the land”] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the U.S. Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the City of Fargo shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deed.]*

That in the event of breach of any of the above nondiscrimination covenants, the City of Fargo shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City of Fargo and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City of Fargo, pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate), for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases, add “as a covenant running with the land”] that (1) no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that

in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the U.S. Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the City of Fargo shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds.]*

That in the event of breach of any of the above nondiscrimination covenants, the City of Fargo shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City of Fargo and its assigns.

** Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.*

*** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.*

TITLE VI COORDINATOR RESPONSIBILITIES

The Title VI Coordinator is charged with the responsibility for implementing, monitoring, and ensuring the City's compliance with Title VI regulations. Title VI responsibilities are as follows:

1. Process the disposition of Title VI complaints received by the City of Fargo.
2. Collect Statistical data (race, color, sex, age, disability, or national origin, religion, sexual orientation) of participants in and beneficiaries of state highway programs, e.g. affected citizens and impacted communities.
3. Conduct annual Title VI reviews to determine the effectiveness of program activities at all levels.
4. Review City program directives. Where applicable, include Title VI language and related requirements.
5. Conduct and/or arrange training programs on Title VI and other related statutes for City employees and recipients of federal highway funds. Include a statement about the City of Fargo's Title VI Plan in the Employee Newsletter. Advise all employees of the availability of the Title VI Plan on the City of Fargo's Intranet. Post the Title VI Plan on the City of Fargo Intranet. Post the Title VI Plan on employee bulletin boards at City of Fargo worksites. Inform all employees that a copy of the Title VI Plan is available upon request. Assure that all new employees are informed of the Title VI Plan during orientation.
6. Prepare a yearly report of Title VI accomplishments and goals, as required.
7. Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English. Post the Title VI Plan on the City of Fargo web page and other physical locations that are accessible to the general public.
8. Identify and take corrective action to help eliminate discrimination.
9. Establish procedures to promptly resolve identified Title VI deficiencies.

LIMITED ENGLISH PROFICIENCY PLAN

TITLE VI COORDINATOR

Willard Yellow Bird, Cultural Planner

Fargo Department of Planning and Development

701-476-4116

INTRODUCTION

This *Limited English Proficiency Plan* has been prepared to address the City of Fargo's (City) responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including all City departments receiving federal grant funds.

Plan Summary

The City has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As defined Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the City used the four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by the City.
2. The frequency with which LEP persons come in contact with City services.
3. The nature and importance of services provided by the City to the LEP population.
4. The interpretation services available to the City and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is in the following section.

MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

The number or proportion of LEP persons in the service area who may be served or are likely to require City services.

The City staff reviewed the 2006-2010 American Community Survey Data from the U.S. Census and determined that 6,737 persons in Fargo's [7% of the population] speak a language other than English. Of those, 2,769 persons [2.9% of the total population] have limited English proficiency; that is, they speak English "less than very well."³ It is believed that, given Fargo's role as a refugee settlement community, the numbers of persons speaking English "less than very well" may be higher than reported by the Census due to incomplete data.

The frequency with which LEP persons come in contact with City services.

City staff reviewed the frequency with which their office staff and maintenance staff have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits. To date, the City has had a limited number of requests for interpreters and a few requests for translated program documents. The City office staff have had (and continue to have) periodic contact with LEP persons where the services of an interpreter are required.

The nature and importance of services provided by the City to the LEP population.

As populations in the FM area became increasingly diverse, the need for foreign language interpreters - men and women who interpret for people who speak little or no English - has risen dramatically. To add further complexity to the issue, there are more than 40 languages spoken in the metropolitan area. The most frequent language needs are Bosnian, Arabic, Vietnamese, Spanish, French and Somali. People with English language barriers are found in both immigrant and refugee populations. Currently, the City provides information translated into various languages upon request, and will continue to strive to provide needed information for all English Language Learners as needed.

City staff members are most likely to encounter LEP individuals through office visits, phone conversations, notifications from maintenance staff of impacts on city/service area services and attendance at meetings.

The resources available to the City, and overall costs to provide LEP assistance.

The Metro Interpreter Resource Center (MIRC) will assist the City of Fargo in securing translators in other languages for individuals to access important programs and information, understand rules, and

³ US Census Bureau, 2006-2010 American Community Survey, Table DP02

participate in proceedings or programs, and meetings. If the City of Fargo determines that LEP services are to be provided to enable access to City services and/or programs, it will be the responsibility of the City of Fargo to pay for translation services and not the person requesting such service. It is impossible to provide brochures or interpreters for the City in every language needed on a regular basis, but every effort will be made to meet language translation needs.

A MIRC Coordinator was hired in January 2005, and this person is located within Cultural Diversity Resources. General oversight and direction is provided by an Advisory Committee that consists of representatives from all funding agencies. Day-to-day supervision is handled by an Executive Committee of the larger Advisory Committee. The coordinator has a strong working relationship with local providers of interpreter services.

LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to City services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the City staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- All City staff will be provided with "I Speak" cards to assist in identifying the language interpretation needed if the occasion arises.
- All City staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the City sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for future events.

Language Assistance Measures

Although there is a low percentage of LEP individuals in the City service area, that is, persons who speak English "less than very well", it will strive to offer the following measures:

1. The City staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons:

- a. Paid interpreters for many world languages are available through the Metro Interpreter Resource Center and will be provided within a reasonable time period.
- b. Language interpretation can also be accessed through a telephone interpretation service when necessary.

STAFF TRAINING

The following training will be provided to all staff:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of the "I Speak" cards.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

All contractors or subcontractors performing work for the City will be required to follow the Title VI/LEP guidelines.

TRANSLATION OF DOCUMENTS

The City weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated.

Due to the very small local LEP population, the City does not have a formal outreach procedure in place, as of 2010. Translation resources have been identified and are limited in this region. However, when and if the need arises for LEP outreach, the City will consider the following options:

- When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

MONITORING

Monitoring and Updating the LEP Plan - The City will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated when it is clear that higher concentrations of LEP individuals are present in the City service area. Updates will include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.

- Determine whether the City financial resources are sufficient to fund language assistance resources needed.
- Determine whether the City fully complies with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

DISSEMINATION OF THE CITY OF FARGO LEP PLAN

- Post signs in City's service area notifying LEP persons of the LEP Plan and how to access language services.
- State on agendas and public notices in the language that LEP persons would understand that documents are available in that language upon request at the City.
- Post on the City's website the LEP Plan and how to access language services.

SIGN-IN SHEET
 North Dakota Department of Transportation, Civil Rights Division
 SFN 59531 (Rev 04-2011)

Subrecipient
 NDDOT

Name of Subrecipient or NDDOT Division/District _____ Page ____ of ____

Meeting Location	Meeting Type	Meeting Date
Project Number	PCN	
Project Description		

Our Title VI and Nondiscrimination Program requires that statistical data be gathered on participants and beneficiaries of the agency's federal-aid highway programs and activities. Information is collected on race, color, national origin and sex of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by the proposed project.

We wish to clarify that this information gathering process is completely voluntary and that you are not required to disclose any information requested in order to participate in this meeting. This form is a public document and will be retained by the subrecipient or NDDOT Division/District identified above.

For further information regarding this process, please contact the Title VI Coordinator at:

Title VI Coordinator Name	Title VI Coordinator Phone Number	Title VI Coordinator Email
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Name (Please print)	Title/Representing	Email
Address		
City	State	Zip code
Please check the appropriate boxes below: Disabled <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Yes <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> No <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Other <input type="checkbox"/>		

Name (Please print)	Title/Representing	Email
Address		
City	State	Zip code
Please check the appropriate boxes below: Disabled <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Yes <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> No <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Other <input type="checkbox"/>		

Name (Please print)	Title/Representing	Email
Address		
City	State	Zip code
Please check the appropriate boxes below: Disabled <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Yes <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> No <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Other <input type="checkbox"/>		

Name (Please print)	Title/Representing	Email
Address		
City	State	Zip code
Please check the appropriate boxes below: Disabled <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Yes <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> No <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Other <input type="checkbox"/>		

TITLE VI COMPLAINT PROCEDURE

SCOPE OF TITLE VI COMPLAINTS

The scope of Title VI covers all external City of Fargo activities. Adverse impacts resulting in Title VI complaints can arise from many sources, including advertising, bidding, and contracts.

Complaints can originate from individuals or firms alleging inability to bid upon or obtain a contract with the City of Fargo for the furnishing of goods and/or services. Examples include advertising for bid proposals; prequalification or qualification; bid proposals and awards; selection of contractors, subcontractors, material and equipment suppliers, lessors, vendors, consultants, fee appraisers, universities, etc.

Complaints can originate as a result of project impacts on individuals or groups. For example, social and economic, traffic, noise, air quality, access, accidents, and failure to maintain facilities.

FORMAL TITLE VI COMPLAINT PROCEDURE

The City of Fargo Title VI Policy assures that no person or groups of persons shall, on the grounds of race, color, national origin, sex, age, disability/handicap and income status⁴ be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the City of Fargo, its recipients, subrecipients, and contractors.

The City of Fargo uses the following detailed, internal procedures for prompt processing of all Title VI complaints received directly by it. These procedures include but are not limited to:

1. Any person or groups of persons who believe they have been aggrieved by an unlawful discriminatory practice under Title VI may individually, or through a legally authorized representative, make and sign a complaint and file the complaint with the City of Fargo. Complaints should be directed to the Title VI Coordinator. Allegations received do not have to use the key words "complaint," "civil rights," "discrimination," or their near equivalents. It is sufficient if such allegations imply any form of unequal treatment in one or more of the City of Fargo's programs for it to be considered and processed as an allegation of a discriminatory practice.

⁴ Title VI of the Civil Rights Act of 1964 governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

2. The complaint must be filed, in writing, no later than 180 calendar days after the date of the alleged discrimination. The City of Fargo's Title VI Complaint Form **must** be used.
3. The complaint may also be filed with the Secretary, U. S. Department of Transportation, Office of the Secretary, 1200 New Jersey Avenue, SE (S-33), Washington, DC 20590. The complaint **must** be filed, in writing, no later than 180 calendar days after the date of the alleged discrimination, unless the time for filing is extended by the Secretary, U. S. Department of Transportation.
4. Immediately, upon receipt of a Title VI complaint, the City of Fargo determines a course of action. Possible courses of action include:
 - a. Title VI complaints filed against the City of Fargo are referred to the North Dakota Department of Transportation (NDDOT) for processing. NDDOT notifies the Federal Highway Administration (FHWA) Division Office of the complaint.
 - b. Title VI complaints filed against City of Fargo recipients and subrecipients (e.g., contractors, subcontractors, material and equipment suppliers, lessors, vendors, consultants, fee appraisers, universities, etc.) are processed by the City of Fargo in accordance with FHWA approved complaint procedures, as required under 23 Code of Federal Regulations Part 200. NDDOT is available to provide assistance.
 - (1) A copy of the complaint, together with a copy of the City of Fargo's report of the investigation and recommendations, are forwarded to the FHWA Division Office, 1471 Interstate Loop, Bismarck, ND 58503, within sixty (60) days of the date the complaint was received by the City of Fargo.
 - (2) A copy of the complaint, together with a copy of the City of Fargo's report of the investigation and recommendations, are provided to NDDOT, Local Government Division, 608 East Boulevard, Bismarck, ND 58505-0700, for informational purposes only.
 - (3) The FHWA Headquarters Office of Civil Rights makes the final agency decision.
5. The City of Fargo reviews and determines the appropriate action regarding every complaint. The City of Fargo will recommend to the FHWA Division Office, with a copy to NDDOT, not to proceed with or continue a complaint investigation if:
 - c. The complaint is, on its face, without merit.
 - d. The same allegations and issues of the complaint have been addressed in a recently closed investigation or by previous federal court decisions.

- e. The complainant's or injured party's refusal to cooperate (including refusal to give permission to disclose his or her identity) has made it impossible to investigate further.
6. If an investigation is to be initiated, the City of Fargo determines the method of investigation and who will conduct the investigation.
7. The entire investigation process, including the submission of the final report of the investigation and recommendations to the FHWA Division Office, with a copy to NDDOT, is to be carried out in a period not to exceed sixty (60) calendar days from the date the original complaint was received by the City of Fargo.
8. The City of Fargo acknowledges receipt of the allegation(s) within ten (10) working days. The complainant is notified of the proposed action to be taken to process the allegation(s). The notification letter contains:
 - a. The basis for the complaint.
 - b. A brief statement of the allegation(s) over which the City of Fargo has jurisdiction.
 - c. A brief statement of the City of Fargo jurisdiction over the recipient to investigate the complaint; and
 - d. An indication of when the parties will be contacted.
 - e. Depending on the nature of the complaint, the complaint will be referred to the following for final decision:
 - (1) Federal Highway Administration (FHWA)
 - (2) U. S. Department of Justice (USDOJ)
9. The City of Fargo also notifies the FHWA Division Office, with a copy to NDDOT, within ten (10) calendar days of receipt of the allegations. The following information is included in the notification to FHWA:
 - a. Name, address, and phone number of the complainant.
 - b. Name(s) and address(es) of persons alleged to have been involved in the act.
 - c. Basis of alleged discrimination (i.e., race, color, national origin, sex, age, disability/handicap, income status, religion, sexual orientation).
 - d. Date of alleged discriminatory act(s).
 - e. Date complaint was received by the City of Fargo.

- f. A brief statement concerning the nature of the complaint.
 - g. Other agencies (federal, state, or local) with which the complaint has been filed.
 - h. An explanation of the actions the City of Fargo proposes to take to resolve the issues raised in the complaint.
10. The investigation consists of an in-depth, personal interview with the complainant(s). Information gathered in this interview includes but is not limited to: identification of each complainant by race, color, national origin, sex, age, disability/handicap, or income status⁵, name of the complainant; a complete statement concerning the nature of the complaint, including names, dates, places, and incidents involved in the complaint; the date the complaint was filed; and any other pertinent information the investigator(s) feels is relevant to the complaint. The interview(s) is recorded, either on audio tape or by an investigator taking notes. The investigator(s) arranges for the complainant to read, make necessary changes to, and sign the interview transcript or interview notes.
 11. Following the interviews, the investigator(s) develops a report of the investigation and recommendations based on the facts. The report contains the investigator's(s') findings, conclusions concerning each issue raised in the complaint, and recommendations for corrective action. The report is the last document prepared by the investigator(s). Any other actions taken as a result of the investigator's(s') findings and conclusions are the responsibility of City of Fargo management.
 12. The complainant receives a letter from the City of Fargo detailing the findings and any recommendations for corrective action to be taken based on the facts. All issues in the complaint are addressed. The complainant is informed that the final determination is made by the FHWA Headquarters Office of Civil Rights.
 13. The City of Fargo forwards the report of the investigation and recommendations to the FHWA Division Office, with a copy to NDDOT. Included with the report is a copy of the complaint, copies of all documentation pertaining to the complaint, the date the complaint was filed, the date the investigation was completed, and any other pertinent information.
 14. The FHWA Headquarters Office of Civil Rights makes the final agency decision.

⁵ Title VI of the Civil Rights Act of 1964 governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

INFORMAL TITLE VI COMPLAINT PROCEDURE

1. Title VI complaints may be resolved by informal means. When informal means are used, the complainant is informed of his or her right to file a formal written complaint. Informal means may be followed, for example, if the complaint is received by phone or in person and the complainant chooses not to pursue the formal written complaint process.
2. Any complaint received in writing is considered to be a formal complaint and is handled under the formal complaint procedure outlined above.
3. The City of Fargo periodically informs NDDOT of the status of all informal complaints.
4. When a complaint has been directly filed with another federal or state agency, The City of Fargo is to be informed by the agency where the complaint has been filed and is to take whatever action is needed to resolve the complaint.

SFN 51795 (Rev. 05-2011)

SUBRECIPIENT INSTRUCTIONS

General

1. Under Title VI of the Civil Rights Act of 1964 and the related statutes and regulations, no person or group(s) of persons shall, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status*, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the **(CITY OF FARGO)**. Any person or group(s) of persons who feel they have been discriminated against may file a complaint.
2. Instructions provided within this form are not meant to be all inclusive. Complainants are responsible for all procedural requirements.
3. Complainants **must** include all required information and **must** meet all timeframes as defined in the **(CITY OF FARGO)** Title VI Complaint Procedure.
4. Legible copies of all available pertinent documentation should be attached to this form.
5. All inquiries should be directed to **(Willard Yellow Bird, City of Fargo, 200 3rd Street North, Fargo, ND, 58102, 701-241-1474, 701-476-4116)**.

Part I

Complete all information in this section.

Part II

Check all boxes that apply indicating the basis for the complaint. The discrimination **must** be based on at least one of the listed categories.

Part III

State the specific complaint in a manner that clearly identifies the issues upon which the complaint is based.

Part IV

State the minimum remedy acceptable for resolution of this complaint.

Part V

Sign and date this section to verify the information contained in Parts I through IV.

Complaints Filed with U.S. Department of Transportation

Discrimination complaints based on race, color, national origin, sex, age, disability/handicap, or income status* may be filed with the U.S. Department of Transportation, Office of the Secretary, 1200 New Jersey Avenue, SE (S-33), Washington, D.C. 20590. The complaint **must** be filed, in writing, no later than 180 calendar days after the date of the alleged discrimination, unless the time for filing is extended by the Secretary of the U.S. Department of Transportation.

*Title VI of the Civil Rights Act of 1964 governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

TITLE VI COMPLAINT LOG

North Dakota Department of Transportation, Civil Right Division
SFN 59892 (04-2011)

Reporting Year

Name							
Address						State	Zip Code
Status of Complainant:							
Race	Color	National Origin	Sex	Age	Disability/Handicap	Income Status	
Nature of Complaint (If you need more space please attach additional sheets)							
Recipient (Processor of Complaint)							
Date Filed		Date Investigation Completed			Date of Disposition		
Disposition (If you need more space please attach additional sheets)							

Name							
Address						State	Zip Code
Status of Complainant:							
Race	Color	National Origin	Sex	Age	Disability/Handicap	Income Status	
Nature of Complaint (If you need more space please attach additional sheets)							
Recipient (Processor of Complaint)							
Date Filed		Date Investigation Completed			Date of Disposition		
Disposition (If you need more space please attach additional sheets)							

EXTERNAL COMPLAINTS OF DISCRIMINATION

North Dakota Department of Transportation, Civil Rights
SFN 51795 (9-2016)

PART I - COMPLAINANT INFORMATION (Print all items legibly.)

Name		Telephone Number
Mailing Address		Email Address
City	State	ZIP Code

PART II - CAUSE OF DISCRIMINATION BASED ON

Check appropriate box[es]

<p>Title VI of the Civil Rights Act of 1964</p> <input type="checkbox"/> Race <input type="checkbox"/> National Origin <input type="checkbox"/> Color	<p>Other Nondiscrimination Statutes/Executive Orders</p> <input type="checkbox"/> Sex <input type="checkbox"/> Disability <input type="checkbox"/> Limited English Proficiency <input type="checkbox"/> Age <input type="checkbox"/> Income Status
---	--

PART III - THE PARTICULARS ARE

Include names, dates, places, and incidents involved in the complaint.

PART IV - REMEDY SOUGHT

State the specific remedy sought to resolve the issue[s].

PART V - VERIFICATION

Complainant's Signature	Date
-------------------------	------

NDDOT Instructions

General

- Instructions provided within this form are not meant to be all inclusive. Any person or group(s) of persons filing external complaints of discrimination are responsible for all procedural requirements contained in NDDOT's External Complaints of Discrimination process.
- Under Title VI of the Civil Rights Act of 1964 or the related statutes and regulations, no person or group(s) of persons shall, on the grounds of race, color, national origin; or sex, age, disability, limited English proficiency, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by the North Dakota Department of Transportation. Any person or group(s) of persons who feel they have been discriminated against may file a complaint.
- Complainants **must** include all required information and **must** meet all timeframes as defined in NDDOT's External Complaints of Discrimination process.
- Legible copies of all available pertinent documentation should be attached to this form.
- All inquiries should be directed to the Civil Rights Division, North Dakota Department of Transportation, 608 East Boulevard Avenue, Bismarck, ND 58505-0700, Telephone (701)328-2978, TTY 711 or (800)366-6888 (toll free).

Part I

Complete all information in this section.

Part II

Check all boxes that apply indicating the basis for the complaint. The discrimination **must** be based on at least one of the listed categories.

Part III

State the specific complaint in a manner that clearly identifies the issues upon which the complaint is based.

Part IV

State the minimum remedy acceptable for resolution of this complaint.

Part V

Sign and date this section to verify the information contained in Parts I through IV.

External Complaints of Discrimination

A. Introduction

NDDOT's External Complaints of Discrimination process is consistent with Federal Highway Administration's (FHWA) Procedures Manual for Processing External Complaints of Discrimination and the Federal Transit Administration's (FTA) Title VI complaint procedures filed under Title VI of the Civil Rights Act of 1964 and related statutes, the Americans with Disabilities Act of 1990, and/or Section 504 of the Rehabilitation Act of 1973. The nondiscrimination statutes, regulations, Executive Orders (E.O.), directives, and other references are available upon request.

B. Agencies Authorized to Receive Complaints

Complaints may be submitted to one of the following: NDDOT, FHWA, FTA, the United States Department of Transportation (USDOT), or the United States Department of Justice (USDOJ). See Appendix A.

C. Persons Eligible To File

Any person or any specific class of persons, by themselves or by a representative, that believe they have been subjected to discrimination or retaliation prohibited by Title VI of the Civil Rights Act of 1964 (Title VI) and related statutes, Section 504 of the Rehabilitation Act of 1973 (Section 504), or Title II of the Americans with Disabilities Act of 1990 (ADA) may file a complaint.

D. Filing a Complaint

1. A complaint is a written or electronic statement concerning an allegation of discrimination that contains a request for the receiving office to take action. Complainants should complete and sign NDDOT's External Complaints of Discrimination form (SFN 51795) and file by mail, fax, in person, or e-mail. A complaint should contain at least the following information:
 - a) A written explanation of what has happened;
 - b) A way to contact the complainant;
 - c) The basis of the complaint, i.e., race, color, national origin; or sex, age, disability, income status, or limited English proficiency;
 - d) The identification of the respondent, i.e., agency/organization alleged to have discriminated;
 - e) Sufficient information to understand the facts that led the complainant to believe that discrimination occurred; and,
 - f) The date(s) of the alleged discriminatory act(s).
2. While the above indicates a complaint should be in writing and signed, NDDOT will accept complaints in alternate formats from persons with disabilities, upon request.
 - a) Upon request to NDDOT, the complaint may be filed on a compact disk (PDF, word document, or audio recording are all acceptable formats) or in Braille.
3. The complainant may contact NDDOT for assistance in filing a complaint.

NDDOT will consider every request for reasonable accommodation to provide

- accommodation for people with disabilities
- language interpretation for people with limited English proficiency (LEP) and
- translation of written material necessary to access NDDOT programs and information
- To request accommodations, complainants may contact the Civil Rights Division, NDDOT at (701)328-2978 or civilrights@nd.gov. TTY users may use Relay North Dakota at 711 or (800)366-6888.

E. Timeframes For Filing a Complaint

1. Complaints must be filed within 180 calendar days of the last date of the alleged discrimination, unless the time for filing is extended. The filing date of the complaint is the earlier of:
 - a) The postmark of the complaint, or
 - b) The date the complaint is received by any agency authorized to receive complaints. See Section B.
2. To request an extension for filing a complaint, contact the agency that received the complaint. See Appendix A.

F. Complaints Received by NDDOT

1. Complaints filed under Title VI in which NDDOT is named as the respondent will be forwarded by NDDOT to FHWA Division Office, who will determine which federal agency has jurisdiction and forward the complaint to the appropriate agency for investigation.
2. FHWA Jurisdiction
 - a) Title VI Complaints against NDDOT will be investigated by HCR or a team comprised of Division Office and Resource Center personnel. The North Dakota FHWA Division Office will notify NDDOT of the investigation and provide the Letter of Finding (LOF) after completion of the investigation.
 - b) Title VI complaints filed directly with NDDOT against its sub recipients or contractors will be forwarded by NDDOT to FHWA Division Office who will determine if the complaint will be processed by NDDOT in accordance with the FHWA approved complaint procedures under 23 CFR 200.9(b)(3).
 - c) Complaints filed under the Section 504/ADA with NDDOT will be forwarded by NDDOT to FHWA Division Office who will determine if the complaint will be investigated by NDDOT in accordance with 49 CFR 27.13(b).
 - d) The FHWA Division Office may allow NDDOT to conduct a Title VI or Section 504/ADA investigation against a local entity as follows:
 - 1) The complaint will be reviewed within 10 calendar days of receipt to determine whether it contains all the necessary information required for acceptance.
 - 2) If the complaint is complete and no additional information is needed, the complainant will be sent a letter of acceptance along with the Complainant Consent/Release form (SFN 60741) and the Notice About Investigatory Uses of Personal Information fact sheet.
 - 3) If the complaint is incomplete, the complainant will be contacted in writing or by telephone to obtain the additional information. The complainant will be given 15 calendar days to respond to the request for additional information.
 - 4) If the complainant fails to respond to repeated requests for additional information needed to process the complaint, a notification letter will be sent to the complainant informing complainant that the case file has been returned to FHWA Division Office for a final decision.
3. FTA Jurisdiction
 - a) FTA may allow NDDOT to conduct Title VI investigations against a sub recipient.

- 1) The complaint will be reviewed within 10 business days to determine whether it contains all the necessary information required for acceptance.
- 2) If the complaint is complete and no additional information is needed, the complainant will be sent a letter of acceptance along with the Complainant Consent/Release form (SFN 60741) and the Notice About Investigatory Uses of Personal Information fact sheet.
- 3) If the complaint is incomplete, the complainant will be contacted in writing or by telephone to obtain the additional information. The complainant will be given 10 business days to respond to the request for additional information.
- 4) If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, or if the complainant no longer wishes to pursue their case, the NDDOT can administratively close the case.
- 5) After the investigator reviews the complaint, NDDOT will issue a closure letter or a letter of finding (LOF).

G. Complainant is Represented by an Attorney

Complainants represented by an attorney should provide a letter of representation.

H. Timeframes for Investigations by NDDOT and FHWA

1. If directed by FHWA Division Office to investigate a Title VI Complaint, NDDOT is required to follow the timeframes in 23 CFR 200.9(b)(3) as follows: A copy of the complaint, together with a copy of the NDDOT's report of investigation shall be forwarded to the FHWA Division Office within 60 calendar days of the date the complaint was received by NDDOT.
2. If directed by FHWA Division Office to investigate a Section 504/ADA complaint, FHWA Division Office and NDDOT shall forward a copy of the complaint, together with a copy of the report of investigation within 90 calendar days of receipt of the complaint from FHWA Division Office.
3. FHWA Division Office attempts to complete investigations within 180 calendar days.
4. If directed by FTA to investigate a Title VI Complaint, NDDOT is required to follow the FTA C 4702.1B to comply with reporting requirements of 49 CFR 21.9(b). The investigation information is recorded on the Transit Title VI - List of Investigations, Lawsuits, and Complaints (SFN 60805) and included in the Title VI/Nondiscrimination and ADA Program submitted to FTA every three years. Although, FTA regulations do not specify a timeframe for the investigation of Title VI complaints, the NDDOT attempts to complete investigations within 90 calendar days of receipt of the complaint from FTA.

I. Dismissals

1. The FHWA HCR has delegated authority for dismissing or rescinding Title VI complaints; and Section 504/ADA complaints processed by FHWA.

J. Letters of Finding (LOFs)

1. The FHWA HCR has delegated authority for issuing LOFs for all complaints processed by the FHWA.
2. The FTA has delegated authority for issuing LOFs for Title VI complaints processed by FTA.
3. NDDOT has delegated authority for issuing LOFs for Title VI complaints processed by NDDOT against FTA funded sub recipients.

K. Appeals

1. LOFs issued by the FHWA are administratively final.
2. LOFs issued by the FTA are administratively final.
3. Closure letters or LOFs issued by NDDOT under FTA jurisdiction on Title VI complaints may be appealed to FTA within 15 calendar days after the date of the closure letter or the LOF.

APPENDIX A

Agencies Authorized to Receive and Process Complaints

North Dakota Department of Transportation

Civil Rights Division
608 E. Boulevard Ave.
Bismarck, ND 58507-0700

Phone: (701)328-2576
Fax: (701)328-0343
TTY: 711 or (800)366-6888
E-mail: civilrights@nd.gov

FHWA

North Dakota Division Office
4503 Coleman St. N., Suite 205
Bismarck, ND 58503

Phone: (701)250-4204
Fax: (701)250-4395
E-mail: NorthDakota.fhwa@dot.gov

Federal Transit Administration (FTA)

Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor - TCR
1200 New Jersey Ave., SE
Washington, DC 20590

Phone: (888)446-4511

Federal Transit Administration (FTA)

Civil Rights
FTA Region 8
Bryon Rogers Building
1961 Stout Street, Suite 13301
Denver, CO 80294-3007

Phone: (303)363-2400

United States Department of Transportation (USDOT)

FHWA Headquarters Office of Civil Rights
1200 New Jersey Avenue, SE (HCR-40)
8th Floor E81-314
Washington, DC 20590

Phone: (202)366-0693
Fax: (202)366-1599
TTY: (202)366-5132
E-mail: CivilRights.FHWA@fhwa.dot.gov

Nichole McWhorter, Coordination and Compliance
Phone: (202)366-1396
E-mail: nichole.mcwhorter@dot.gov

USDOJ - Race, Color, National Origin Complaints

Federal Coordination and Compliance Section
NWB

Civil Rights Division
U.S. Department of Justice (USDOJ)
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Phone: (888)848-5306 (English and Spanish)
(202)307-2222 (voice)
(202)307-2678 (TDD)
E-mail: None published

USDOJ - ADA Complaints

US Department of Justice (USDOJ)
950 Pennsylvania Avenue, NW
Civil Rights Division
Disability Rights Section 1425 NYAV
Washington, DC 20530

Fax: (202)307-1197
E-mail: ADA.complaint@usdoj.gov
ADA Information Line: (800)514-0301(voice) or
(800)514-0383 (TTY)
Main Section Telephone Number:
(202)307-0663 (voice and TTY)



(18)

PLANNING AND DEVELOPMENT

200 Third Street North

Fargo, North Dakota 58102

Phone: (701) 241-1474

Fax: (701) 241-1526

E-Mail: planning@FargoND.gov

www.FargoND.gov

MEMORANDUM

DATE: July 13, 2017

TO: City Commission

FROM: Dan Mahli, ^{DM}Community Development Administrator

RE: Storefront Rehab projects – 18 13½ St N, 30 Univ Dr N, & 20 Univ Dr N

The goal of Fargo's Storefront Rehab/Downtown Project program is to renovate deteriorated building conditions and eliminate blighted conditions in the downtown area. Interested property owners may apply for a 50% matching grant, up to \$15,000 per facade, which can be used for the rehabilitation of building exteriors, demolition of blighted properties, or other exterior above-grade improvements.

All of the projects listed below will help to remove blighted conditions in the downtown area. They are owned by 701 Collective LLC. The amount requested is \$15,000 per project for a total of \$45,000 for three facade renovations. The recommendation is to approve the \$45,000 in matching grants. The Community Development Committee and Historic Preservation Commission reviewed the applications and recommend unanimous approval. The applications are attached. If you would like more information, please let me know.

18 13½ Street North

18 13½ Street North was built in 1975. It was formerly a sunflower processing plant and is now a proposed restaurant/taproom/brewery with theater-type space. The eligible components of the storefront renovation at 18 13½ St N include painting, adding a sunflower mural to the east side, and replacing existing windows and doors.

30 University Drive North

30 University Drive North was built in 1948 and is a one-story masonry commercial building. It was formerly a gas station and is now proposed for conversion to a restaurant. The eligible components of the storefront renovation at 30 University Dr N include replacing rusted steel lintels, all windows and doors, repairing masonry, and replacing signage.

20 University Drive North

20 University Drive North was built in 1951. It was formerly a drycleaner, appliance parts distributor, offices, and heated storage. It is now proposed for conversion to six storefronts that will house various tenants. The eligible components of the storefront renovation at 20 University Dr N include repairing cracked masonry and installing a new storefront system and/or glass overhead door system.

Recommended Action: Approve the Community Development Block Grant Storefront Rehab projects at 18 13½ Street N, 30 University Dr N, and 20 University Dr N.





STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

The intent of Fargo's Storefront/Downtown Project program is to renovate the exteriors of deteriorating properties in the downtown area. Interested property owners may apply for a 50% matching grant, up to \$15,000, which can be used for the rehabilitation of building exteriors, to demolish blighted properties, or to make other exterior improvements. Property renovation may include efforts to improve and enhance parking areas.

The property must be located in designated areas of downtown Fargo (see map on following page) and the applicant must provide architectural renderings of the proposed design. Renovations to a historic property must maintain its historic character and must also conform to guidelines established in the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings". This information is available from the Planning Department and on the web at: <http://www.cityoffargo.com/HistoricPreservation>.

Review and Approval Process

1. Applications can be submitted throughout the year to the Department of Planning and Development and are reviewed by staff for program compliance. However, due to limited funding availability, earlier submittals are encouraged.
2. The applications are forwarded to the **Historic Preservation Commission (HPC)**. The HPC reviews projects with the intent of preventing adverse impact to historic properties. This review must be completed prior to a project being considered for funding.
3. Projects that are approved by the Historic Preservation Commission will be reviewed by the **Community Development Committee** for funding. The Community Development Committee will consider projects competitively, based on the following criteria:
 - Use of property is consistent with published downtown plans (Framework Plan, Renaissance Zone, Area Plan, Riverfront Plan)
 - Comprehensive renovation project eliminates all signs of blight/deterioration from affected property
 - Project must be ready to proceed in the current year's construction season

Other contributing factors

 - Size of the property
 - Amount of private funds in the project
 - Utilization of other incentives (i.e., Renaissance Zone)
4. Storefront/Downtown projects that receive a funding recommendation will be presented to the **City Commission** for final approval. Generally, the City receives funding from HUD in June. Community Development Block Grant (CDBG) funds cannot be released before City Commission approval.

Project Administration upon Approval

Once the City Commission has approved a project, the City and applicant will sign a Recipient Agreement. In order to be eligible for CDBG reimbursement, contracts for the agreed upon scope of work must not be signed before the Recipient Agreement has been executed. All storefront/downtown projects are subject to the requirements of the Fair Labor Standards Act, including Davis Bacon wage rates.



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION			
Name	Lee Schwartz/Jade Nielsen		
Address	302 University Drive		
Phone	701-298-0071	Fax	
E-mail	Lee@jadecompanies.com		
Property Address	18 13 ½ Street North		
Applicant Name & DUNS number	701 Collective <small>(name of person/entity to receive grant)</small>	080665694 <small>(Enter DUNS number here)</small>	
Architect/Firm	Phil Stahl, AIA Stahl Architects, PLLC <small>(all applicants must use an architect for project design)</small>		
Property Owner	701 Collective		
Mailing Address	302 University		

Description of Property		Warehouse	
<input type="checkbox"/> Current Commercial Tenants			
Business Name	Business Owner	Address	Current sq. ft. occupied
Vacant			
<input type="checkbox"/> Current Residential Tenants		# occupied	# vacant
Tenant Name	Unit #	Mailing Address	
N/A			



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Building History (if available)

Built in 1975, the building was the former CHS Sunflower Processing Plant, where they collected, roasted, and bagged sunflower seeds for consumers.

Total Cost of façade renovation	\$	\$30,000+	Amount of CDBG Funding Requested	\$	\$15,000
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Is the exterior renovation part of a larger project?

Yes No, the exterior rehab is the only work I am doing

If yes, please describe comprehensive project.

The building is being transformed into a new neighborhood “hub”, with an art-centric focus. The former industrial space will be split to accommodate a theater-type space and a restaurant/taproom/brewery concept. The front (East) of the building is currently a dated vertical steel corrugated siding, and windows that needs updating. Additional entrances, an ADA-accessible door, additional windows and landscaping all need to be done to the exterior. Inside, sprinklers will be added where necessary—which includes new main water lines (fire & domestic) being run into the building from the street. A full theater and full restaurant setup will be created within the building including a micro-brewery onsite. Extensive work will need to be done to separate the spaces, clean the floor, create a common space lobby, box office, and public restrooms. A full kitchen, backstage area, offices, and storage will also need to be built.

Summary of Existing Condition of Exterior (please attach pictures – Attachment 1)

Building has a metal façade in fairly good condition, but the current look would not transform the property into a vibrant art center and upscale restaurant/brewery. As mentioned, there is currently only two doors and very few windows. There is no ADA access, no visible entry and the current water main to building is inadequate (by code) to meet needs for fire sprinklers and restaurant and toilets.



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Summary of Proposed Scope of Work (materials, color schemes, etc.) Please attach colorized drawings that include pre- and post-rehab detail, indicating specifically what will be modified and how (Attachment 2). Note – to receive historic preservation approval, projects cannot submit plans that include the use of “anodized” aluminum. If window replacement is proposed, applicant must provide manufacturer’s window specifications.

Metal Façade will need to be power-washed, receive new base paint coat and an artist will be hired to add super-graphics/mural to the entire East side of the building. Artwork to have a sunflower theme to reflect historic use of building. (CHS Sunflower Processing Plant)
Existing windows and doors will be removed and will be replaced with painted aluminum systems.

New windows and doors:

Kawneer (or equal) Painted Aluminum, Dark Bronze/Black 451T Thermal Series with Kynar paint finish, 2” sightline, 4.5” depth, thermal performance. Glazing to be clear, Low-E, 1” insulated, argon-filled.

New entry to be reclaimed wood gable entrance, landscaping to be heavy use of sunflower, prairie coneflower, yellow daisy and other “sunflower look-alikes” plantings.

How will proposed project affect the historic character of the property?

The proposed project will add a lot of “curb appeal” to the property, and soften the edges of the existing steel façade. Building will be more visible from main traffic 1st Ave North. Additional painting, coating, and landscaping will convert this property into an art-centric facility.

How will your project complement downtown redevelopment efforts?

This property will be open nearly 365 days per year, and bring additional traffic and visibility to the downtown area. The property has already been featured in newspaper and magazine articles, as well as a TV story.

For more information on completing this application please refer to the following website.
<http://www.cityoffargo.com/Business/StorefrontDowntownGrants/>



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

ATTACHMENT 1: PHOTOS

(current and historic, if available)



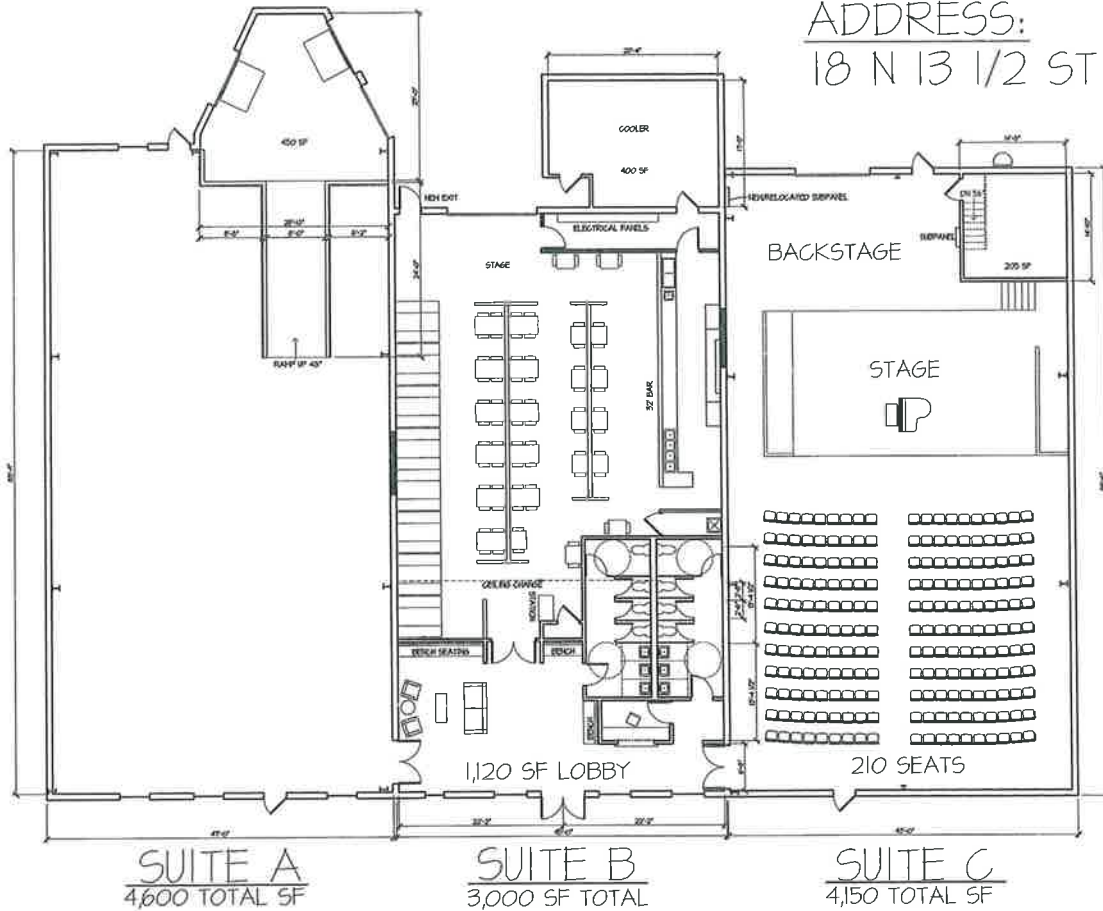
ATTACHMENT 2: DRAWINGS



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

PRE & POST

ADDRESS:
18 N 13 1/2 ST





STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION			
Name	Lee Schwartz/Jade Nielsen		
Address	302 N University Drive		
Phone	701-298-0071	Fax	
E-mail	Lee@jadecompanies.com		
Property Address	30 N University Drive		
Applicant Name & DUNS number	701 Collective <small>(name of person/entity to receive grant)</small>	080665694 <small>(Enter DUNS number here)</small>	
Architect/Firm	Phil Stahl <small>(all applicants <u>must</u> use an architect for project design)</small>		
Property Owner	701 Collective		
Mailing Address	302 University Drive N, Fargo, ND 58102		

Description of Property		Corner Retail and Service Garage	
<input type="checkbox"/> Current Commercial Tenants			
Business Name	Business Owner	Address	Current sq. ft. occupied
Vacant			
<input type="checkbox"/> Current Residential Tenants		# occupied	# vacant
Tenant Name	Unit #	Mailing Address	
N/A			



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Building History (if available)

Built in 1948, the building has served as a Conoco Service Station and—for the past few years—as Border States Towing.

Total Cost of façade renovation	\$	\$30,000	Amount of CDBG Funding Requested	\$	15,000
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Is the exterior renovation part of a larger project?

Yes No, the exterior rehab is the only work I am doing

If yes, please describe comprehensive project.

The building is being completely transformed on the inside from a working towing company/auto repair store to a soul food restaurant. The building will need to be cleaned, redesigned, bathrooms added, a full kitchen installed, and seating created. We expect this space to be a well-lit cornerstone to that entire neighborhood, and an integral part of our total development plan in this area.

Specifics: Power wash existing facebrick, replace existing rusted steel masonry lintels, replace all openings including windows, overhead doors, doors with new painted dark bronze/black insulated systems, fix any masonry cracks, install prefinished metal cap flashing/counter flashing system at parapet roof edge entire perimeter, remove existing signage, replace with new signage that is as close to original 'Conoco' signage as possible. Cut in new 2nd emergency exit door. Add emergency roof drain scupper.

Summary of Existing Condition of Exterior (please attach pictures – Attachment 1)

Masonry in good condition, occasional running crack at lintels, mainly due to rust or non-sufficient bearing capacity of steel lintel. Overall good condition. Top face of roof edge/parapet is in good condition, but is exposed masonry. Best practices require a water-tight flashing edge condition to protect moisture intrusion. Ballasted Roof: Good condition, but needs counterflashing added where roofing EPDM meets roof parapet. Needs emergency scupper to add to interior roof drain. Exterior has no insulation, need interior furring/insulation to meet energy code at perimeter exterior walls.



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Summary of Proposed Scope of Work (materials, color schemes, etc.) Please attach colorized drawings that include pre- and post-rehab detail, indicating specifically what will be modified and how (Attachment 2). Note – to receive historic preservation approval, projects *cannot* submit plans that include the use of “anodized” aluminum. If window replacement is proposed, applicant must provide manufacturer’s window specifications.

Window & Doors Contractor: Davtech of Fargo

Kawneer (or equal) Painted Aluminum, Dark Bronze/Black 451T Thermal Series with Kynar paint finish, 2” sightline, 4.5” depth, thermal performance. Glazing to be clear, E, 1” insulated, argon-filled.

Overhead doors: Clopay Avante (or equal) 2 1/8” insulated tempered glazing doors, full lite, powder-coated aluminum Dark Bronze/Black, clear glass.

How will proposed project affect the historic character of the property?

The building will be cleaned and the exterior surrounding the building will be upgraded and repaired. The building has retained much of its historic character, but is badly in need of repair and cleaning. The new exterior will be much-closer to the original, including opening up of curved masonry portion, and re-introduction of restaurant marketing and signage that matches original ‘Conoco’ design.

How will your project complement downtown redevelopment efforts?

This property scored high for both bike-ability and walkability, and is along the First Avenue Corridor—which the City of Fargo has designated a priority. The new restaurant will be open day/night nearly 365 days a year, and will draw 1,000’s of people to downtown. The new restaurant will also be a completely-unique, local choice for area consumers.

For more information on completing this application please refer to the following website.

<http://www.cityoffargo.com/Business/StorefrontDowntownGrants/>



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

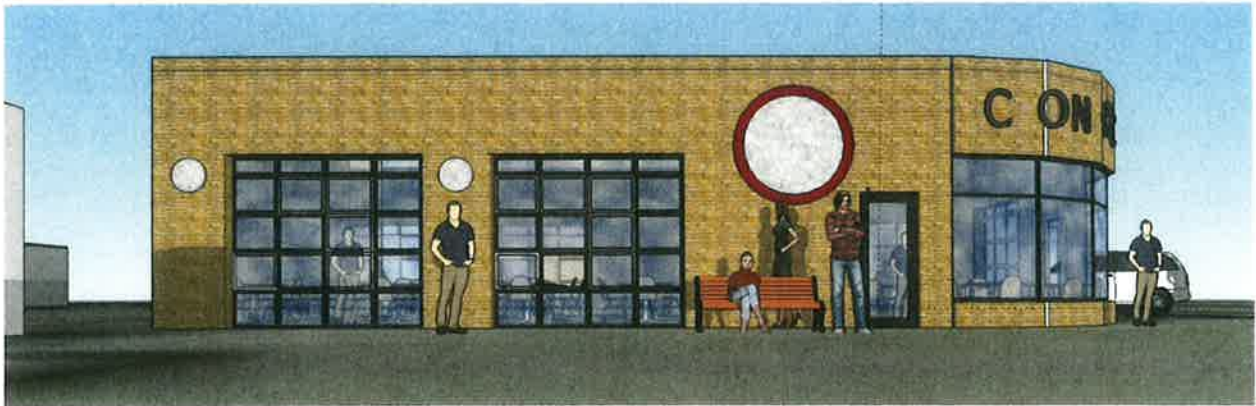
ATTACHMENT 1: PHOTOS

(current and historic, if available)





STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION





STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION			
Name	Lee Schwartz/Jade Nielsen		
Address	302 University Drive N		
Phone	701-298-0071	Fax	
E-mail	Lee@JadeCompanies.com		
Property Address	20 University Drive N		
Applicant Name & DUNS number	701 Collective <small>(name of person/entity to receive grant)</small>	080665694 <small>(Enter DUNS number here)</small>	
Architect/Firm	Phil Stahl, AIA Stahl Architects, PLLC <small>(all applicants <u>must</u> use an architect for project design)</small>		
Property Owner	701 Collective		
Mailing Address	302 University Drive North		

Description of Property		Retail, Service, Office Storefronts	
<input type="checkbox"/> Current Commercial Tenants			
Business Name	Business Owner	Address	Current sq. ft. occupied
Vacant			
<input type="checkbox"/> Current Residential Tenants		# occupied	# vacant
Tenant Name	Unit #	Mailing Address	
N/A			



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Building History (if available)
 Built in 1951, this fixture of Fargo’s University Drive corridor served as a dry cleaner, an appliance store, appliance parts distributor, offices and heated storage area for years. Approximately 18,000 SF building.

Total Cost of façade renovation	\$30,000+	Amount of CDBG Funding Requested	\$15,000
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Is the exterior renovation part of a larger project?

Yes No, the exterior rehab is the only work I am doing

If yes, please describe comprehensive project.

Considerable environmental work has been done to clean up spills and asbestos from the former tenants. This is nearly complete. Current plans are to create six “storefronts” that will host: unique shops; a locally-owned café; and a “Makers Space” that will allow local artists and creators to use equipment and tools usually not available to single-person businesses and hobbyists.

The interior will be shaped into six spaces roughly 2,800sf each. The exterior on the front of the building will be completely transformed into storefronts with new enlarged windows and new doors, essentially marking (3) spaces both East side and West side for a total of (6) spaces for lease. The back of the building will be extended to the street, adding attractive storefronts to that side as well.

Inside, new plumbing, electrical and a Common Area (roughly 2,000 sf) to include public restrooms and a kitchenette/breakroom are planned.

Summary of Existing Condition of Exterior (please attach pictures – Attachment 1)

The front (East, facing University Drive) of the building is currently vertical windows and brick, (added approximately in 1960’s-70’s decade, (NOT regionally appropriate brick color)) with one painted wood entrance under a (similarly-dated) canopy. The exposed (North, facing parking lots) side of the building is a painted concrete masonry, good condition, but that needs re-painting. The back of the building (West side, facing proposed future theatre & brewpub) has cracking masonry wall issues that will require significant repair and replacement before the building can be leased.

South wall is shared by property to the south, a concrete masonry bearing wall (no issues to be addressed)



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Summary of Proposed Scope of Work (materials, color schemes, etc.) Please attach colorized drawings that include pre- and post-rehab detail, indicating specifically what will be modified and how (Attachment 2). Note – to receive historic preservation approval, projects *cannot* submit plans that include the use of “anodized” aluminum. If window replacement is proposed, applicant must provide manufacturer’s window specifications.

New windows and doors:

Storefront system:

Kawneer (or equal) Painted Aluminum, Dark Bronze/Black 451T Thermal Series with Kynar paint finish, 2” sightline, 4.5” depth, thermal performance. Glazing to be clear, Low-E, 1” insulated, argon-filled.

Openings for possible service tenant (motorcycle customs). Note: Each opening will size accordingly to accommodate either storefront system or an Overhead door to suit possible future tenants that desire direct connection/open to exterior. New exposed steel lintels for masonry.

Overhead doors:

Clopay Avante (or equal) 2 1/8” insulated tempered glazing doors, full lite, powder-coated aluminum Dark Bronze/Black, Low-E clear insulated glass.

Existing Masonry painted a charcoal gray, with reclaimed wood detailing, white marketing/signage. Goal is “MPLS artsy uptown” feel.

How will proposed project affect the historic character of the property?

Currently vacant building. Bring modern storefronts to mid-century modern vibe with updated color scheme. Frankly there is **no historic character left**, East façade was completely covered by regionally inappropriate face brick. The project will enhance the current front and back of the building, which is in need of updating. There are signature 50’s and 60’s corrugated glazing inside the building that will be preserved. Additionally, the project will remove the final remaining environmental issues and create a look to the building that would have been historically parallel to this block/area of downtown Fargo. With tripling the window size and new lighting scheme, building will have alluring night presence to University Drive.

How will your project complement downtown redevelopment efforts?

This building will eventually draw hundreds of visitors to downtown each week, based on the art/creative emphasis of tenant targeted demographic (“Makers”, artists, entrepreneurs/start-ups). It will be a future home for local entrepreneurs and small-business men and women to thrive.

20 University will be an integral part to transforming this entire neighborhood into an art community, and bring new variety to Fargo.

For more information on completing this application please refer to the following website.
<http://www.cityoffargo.com/Business/StorefrontDowntownGrants/>



**STOREFRONT REHAB &
DOWNTOWN PROJECT APPLICATION**



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

ATTACHMENT 1: PHOTOS

(current and historic, if available) Please note: NDSU Archives did not have any historical archive photos



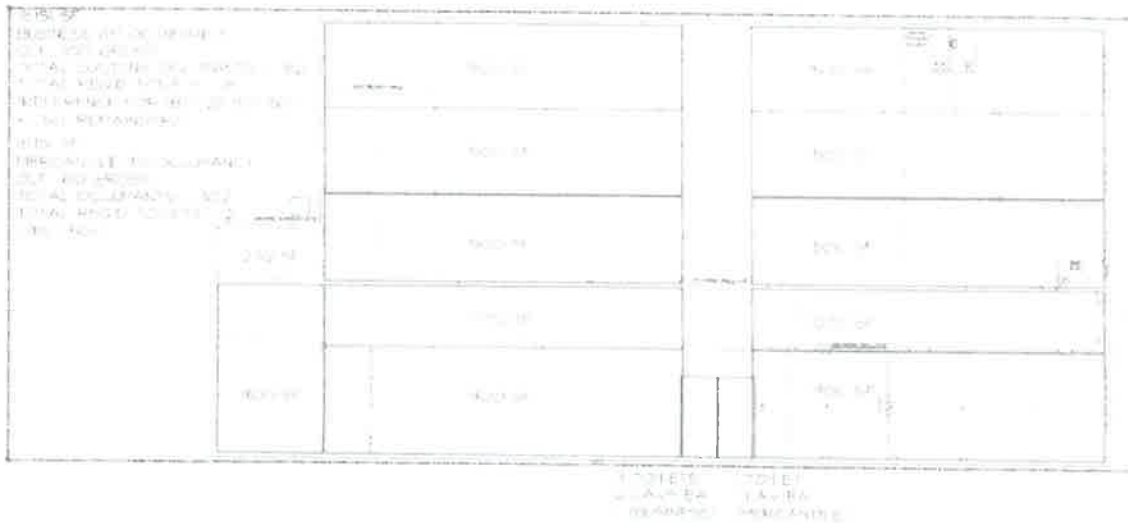


STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION



This is the look and feel the Owners are trying to achieve.

ATTACHMENT 2: DRAWINGS PRE & POST



STAH!exp
Building Renovation
307 Riverside Drive, Suite 100, Fargo, ND 58102 | Phone: 701.242.6766



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION



CITY OF
Fargo Fire Department



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: JULY 7, 2017

SUBJECT: RFP FOR FIRE DEPARTMENT STRUCTURAL COLLAPSE TRAINING

In 2016 the Fargo Fire Department was awarded a grant from NDDDES as part of the FY 16 State Homeland Security Grant Program for Structural Collapse Training. An RFP was advertised and one bid was received and opened at 2:00 PM on Friday May 26, 2017 for the structural collapse training. Special Rescue International from Virginia Beach, VA submitted the lone RFP.

RECOMMENDED MOTION: Approve the contract with Special Rescue International for Structural Collapse Training in the amount of \$76,485.



Spec.Rescue International

2697 International Parkway Ste. 128-3
Virginia Beach, Virginia 23452
Office: 757-468-4513, Fax: 757-468-5708
Web: www.specrescue.com
E-mail: specrescue@specrescue.com

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this 12th day of Junje, 2017 by and between **SPEC.RESCUE INTERNATIONAL** a Virginia company hereinafter referred to as **S.R.I.** and **FARGO FIRE DEPARTMENT** hereinafter referred to as "Client".

CONTACT NAME: Fargo Fire Department
C/O Chief B.J. Anderson
CLIENT ADDRESS: Fargo Fire Department
CITY/STATE/ZIP: Fargo, North Dakota
EMAIL: bjanderson@cityoffargo.com
PHONE:
FAX:

WITNESSETH: NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and good valuable consideration, the receipt whereof in hereby acknowledged, the parties agree as follows:

WHEREAS, S.R.I. is a Virginia Corporation duly constituted and in good standing, which provides specialized training and consulting, agrees to provide practical / lecture contract services to the client as listed below:

COURSE NAME: FEMA Curriculum Equivalent Structural Collapse Technician
DAYS / HOURS: 80 hours - 8 - 10hour days
CLASS DATES: September 7-14, 2017

THE NUMBER of Students will be 40
THE NUMBER of S.R.I. Instructors will be 5

S.R.I. will provide Instructors, curriculum, thumb drives with curriculum, FOGs. Client will provide all materials, tools and equipment.

DOCUMENTATION: Certificates of Completion will be awarded to each Student who successfully completes the course curriculum. All Certificates will be mailed to the Client listed above upon receipt of payment in full. It is the responsibility of the Client to distribute the Certificates to the Students.

SPEC.RESCUE INTERNATIONAL, CONTRACT PAGE 2

CLASS RESCHEDULING POLICY: Effective November 1, 2004, it will be the policy of S.R.I. to charge a rescheduling fee in the event that class dates need to be changed after twenty-one (21) days prior to the start of the class. The rescheduling fee will consist of an administrative fee of two hundred and fifty dollars (\$250.00) and any expenses incurred in the change of travel and lodging for the instructors. This fee will be billed at the time of invoicing in addition to the contract price of the course.

SITE REQUIREMENTS to be provided by Client include: a classroom appropriate for the number of students listed above and equipment as indicated on attached resource list(s) including training equipment and appropriate audio/visual training equipment.

THE CLIENT WILL PROVIDE: a payment in the amount of \$76,485.00 made payable of **SPEC.RESCUE INTERNATIONAL** and payable NET 30 days of the services listed above. Note: We cannot hold class dates until we have a signed contract.

CONTRACT: This contract must be returned by the **Client** to **S.R.I.** as soon as possible and at least 30 days prior to scheduled services. Failure to do so will void all contract agreements until remedied.

CANCELLATION: In the event of **Client cancellation**, **Client will** make every effort to reschedule the course in a reasonable timeframe. In the event cancellation is due to major local or national disaster, and **Client** is unable to reschedule, payment shall not be required in full. Unrecoverable fees for travel and lodging may still be billed at **S.R.I.'s** discretion. In the event of **S.R.I. cancellation**, **Client** will not be responsible for any accrued costs.

SPEC.RESCUE INTERNATIONAL is a fully insured company. Certificate of insurance is available upon request.

SPEC.RESCUE INTERNATIONAL

By: _____

Printed: _____

Title: _____ Date: _____

FARGO FIRE DEPARTMENT

By:  _____

Printed: Steven J. Dirksen

Title: Fire Chief Date: 7-7-17



20a-b

OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb

July 13, 2017

MEMORANDUM

To: Board of City Commissioners
From: Bruce P. Grubb, City Administrator *BPG*
Re: City Hall Construction – General Contract Change Order #8
Electrical Contract Change Order #4

Attached, please find copies of two change orders associated with the individual prime contracts for the City Hall construction project. Descriptions of each change order and the associated dollar amounts are shown below:

General Contract

Change Order #8 ***\$26,049.00***

- Existing 12" and 15" storm sewer pipes deeper than proposed new storm sewer.
- To connect Civic Center roof drains, first five manholes coming off existing 66" storm sewer on 3rd Ave need to be extended (deeper) .
- Manhole on existing 66" storm sewer changed to Type "E" per City Standards.
- Extend (deeper) downstream defender manhole.

Electrical Contract

Change Order #4 ***\$1,396.00***

- Provide 120V connection to 1.5HP air compressor added under PR M03.
- Connect exhaust fan EF-8 to 20A/3P circuit breaker at panel HEM11 in lieu of 15A/3P circuit breaker at switchboard HMSB.
- Connect all damper motors in generator room G100 to panel LEM11 in lieu of panel LG1.
- Omit combination starter/disconnect switch for exhaust fan ET-8 and connect CFD provided by mechanical contractor under PR M08 for exhaust fan EF-8.

With approval of the above referenced change orders, an updated summary of the construction contracts would be as follows:

PROJECT SUMMARY					
Contract	Contractor	Original Bid	Change Orders	Current Amount	% Change
General	Olaf Anderson	\$16,442,900	\$686,161	\$17,129,061	4.17%
Mechanical	Robert Gibb	\$3,447,000	\$66,092	\$3,513,092	1.92%
Electrical	Sun Electric	\$2,607,000	\$13,812	\$2,620,812	0.53%
Total		\$22,496,900	\$766,067	\$23,262,967	3.41%

Similarly, a summary of the overall project budget would be as follows:

BUDGET SUMMARY			
Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	\$22,000,000	\$23,173,654	\$7,352,761
FF&E	\$1,775,000	\$1,775,000	\$0
Centennial Hall Demo	\$600,000	\$772,468	\$772,468
Professional Fees	\$1,400,000	\$1,473,562	\$1,473,562
Contingency	\$1,940,767	\$521,083	NA
Total	\$27,715,767	\$27,715,767	\$9,598,791

Your consideration in this matter is greatly appreciated.

Suggested Motion:

Approve the following change orders associated with the City Hall construction project:

Olaf Anderson	Change Order #8 in the amount of \$26,049.00
Sun Electric	Change Order #4 in the amount of \$1,396.00

C: Mike Redlinger, Assistant City Administrator
 Kent Costin, Finance Director
 Erik Johnson, City Attorney
 Terry Stroh, TL Stroh Architects

City Hall Construction Report - Contractor Progress Payments (7/13/17)

Contract	Contractor	Bid Amount	Change Orders	Present Amount	Paid To-date	Balance
General	Olaf Anderson	\$ 16,442,900	\$ 686,161	\$ 17,129,061	\$ 7,387,855	\$ 9,741,206
Mechanical	Robert Gibb	\$ 3,447,000	\$ 66,094	\$ 3,513,094	\$ 883,369	\$ 2,629,725
Electrical	Sun Electric	\$ 2,607,000	\$ 13,812	\$ 2,620,812	\$ 417,438	\$ 2,203,374
Total		\$ 22,496,900	\$ 766,067	\$ 23,262,967	\$ 8,688,662	\$ 14,574,305

PROJECT BUDGET SUMMARY

Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	\$ 22,000,000	\$ 23,173,654	\$ 8,688,662
FF&E	\$ 1,775,000	\$ 1,775,000	\$ -
Centennial Hall Demo	\$ 600,000	\$ 772,468	\$ 772,468
Professional Fees	\$ 1,400,000	\$ 1,490,458	\$ 1,490,458
Contingency	\$ 1,940,767	\$ 504,187	\$ -
Total Budget	\$ 27,715,767	\$ 27,715,767	\$ 10,951,588

CHANGE ORDER SUMMARY

General Contract		\$ 624,295.00
#1	Addition of curtain wall windows.	\$ 396,565.00
#2	Revisions to generator building to accommodate mechanical changes.	\$ 3,260.00
#3	Removal of existing foundation that was not known prior to construction. Lower footings to accommodate underground piping.	\$ 26,160.00
#4	Connection of City Hall & Civic Center roof and sump drainage system to new storm sewer. Provide additional point load to three joists per structural engineer.	\$ 46,014.00
#5	Design revisions to third floor.	\$ 18,918.00
#6	Commission chamber revisions to remove windows and replace with Pre-Fin metal wall panels for televising clarity and security.	\$ 45,463.00
#7	Add a new downstream storm sewer defender manhole, water main extension and hydrant, reroute storm sewer to avoid transformer/conduits.	\$ 61,866.00
#8	Existing 12" and 15" pipes deeper than proposed storm sewer. To connect Civic Center roof drains, the first 5 manholes coming off 66" storm sewer on 3rd Ave. need to be extended. Also extend downstream defender manhole.	\$ 26,049.00
Mechanical Contract		\$ 66,094.00
#1	Addition of sump pits and domestic water service.	\$ 13,222.00
#2	Pricing reduction for control dampers.	\$ (4,100.00)
#3	Design revisions to third floor and HVAC modifications.	\$ 36,016.00
#4	Omit finned tube radiation, add CO/NO2 monitors and VFD	\$ 20,956.00
Electrical Contract		\$ 13,812.00
#1	Relocate emergency generator for City Hall and Civic temporary power.	\$ 12,960.00
#2	Design revisions to third floor.	\$ 2,797.00
#3	Revise voltage of UPS to 480V in lieu of 208V.	\$ (3,341.00)
#4	Connect exhaust fan EF-8 to 20A/3P circuit breaker at HEM11 in lieu of 15A/3P circuit breaker at switchboard. Connect generator room damper motors to panel LEM11 in lieu of panel LG1.	\$ 1,396.00

AIA® Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Fargo City Hall Fargo, ND	CHANGE ORDER NUMBER: Gen#008 DATE: 5/19/17	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	ARCHITECT'S PROJECT NUMBER: 2015.49 CONTRACT DATE: 6/7/16 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

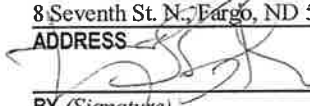
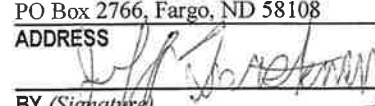
PRC03: The existing 12" and 15" pipes are deeper than the proposed storm sewer. To connect the roof drains from the Civic, the first five manholes coming off the 66" main in 3rd Ave will need to be extended to accommodate the extra depth. The manhole on the existing 66" RCP will need to be a Type E per City standards. Additionally, the downstream defender added in Revision No 1 will also need to be deeper.
 ADD \$26,049.00

The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 598,246.00
The Contract Sum prior to this Change Order was	\$ 17,041,146.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 26,049.00
The new Contract Sum including this Change Order will be	\$ 17,067,195.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

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

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

T.L. Stroh Architects, Ltd ARCHITECT <i>(Firm name)</i>	Olaf Anderson Construction CONTRACTOR <i>(Firm name)</i>	City of Fargo OWNER <i>(Firm name)</i>
8 Seventh St. N., Fargo, ND 58102 ADDRESS	PO Box 2766, Fargo, ND 58108 ADDRESS	200 3rd St. N., Fargo, ND 58102 ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
Terry L. Stroh <i>(Typed name)</i>	Jeffrey D. Furstenau <i>(Typed name)</i>	 <i>(Typed name)</i>
5/19/17 DATE	6/2/17 DATE	 DATE



CHANGE PROPOSAL NO: PR-C03 (Civil)

Date sent to Contractor:

4-19-16

PROPOSAL REQUEST (NOT A CHANGE ORDER)

PROJECT: Fargo City Hall
Fargo, North Dakota

To: Olaf Anderson Construction
P.O. Box 2766
Fargo, ND 58108-2766

Attn: Lyn Narum

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs shall be attached. Make three (3) copies. Keep one return two to T. L. Stroh Architects. Wait until notification before doing this work.

DESCRIPTION OF THE PROPOSED CHANGES

Contractor should note the following changes to the Civil Plans:

Plan Sheet C4 Revision No. 2 – See attached drawing.

During demolition of Centennial Hall, the contractor repaired a deep storm line that was discovered after this 15" storm main was partially broken by activities associated with construction of the new city hall foundations. This storm drain collects water from the roof drains on the Civic Center.

Currently, there is no timeline to tear down the Civic Center. Therefore, the decision has been made to connect the roof drain sewer to the new storm sewer proposed for City Hall.

The existing 12" and 15" pipes are deeper than the proposed storm sewer. Consequently, to connect the roof drains from the Civic, the first five manholes coming off the 66" main in 3rd Avenue will need to be extended to accommodate the extra depth. The manhole on the existing 66" RCP will need to be a Type E per city standards. Additionally, the downstream defender added in Revision No. 1 will also need to be deeper.

The rest of the system is unchanged.

All work shall be equal to contract specifications.

This will ADD \$ 26,049 to the contract price. OR ~~This will DEDUCT \$ _____ from the contract price.~~



STROH
 ARCHITECTS
 1000 13th Avenue S.W.
 Fargo, ND 58103
 Phone: 701.785.1100
 Fax: 701.785.1101
 Email: info@stroh.com

Project:

NEW FARGO CITY HALL
 CITY OF FARGO
 CONSTRUCTION SET
 FARGO, NORTH DAKOTA

Location:
 FARGO, ND 58102

Drawn By:

Date:
 SEPTEMBER 8, 2015

Approved By:
 SEPTEMBER 8, 2015

2015-49

Sheet Name:
 LITERALLY PLAN

Sheet Number:
 C4

AIA Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Fargo City Hall Fargo, ND	CHANGE ORDER NUMBER: Elec #004 DATE: 6/7/17	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Sun Electric Inc 411 39 th St NW Fargo, ND 58102	ARCHITECT'S PROJECT NUMBER: 2015.49 CONTRACT DATE: 6/7/16 CONTRACT FOR: Electrical Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

E06: Provide 120V connection to 1.5 HP air compressor added under PR M03. Connect exhaust fan EF-8 to 20A/3P circuit breaker at panel HEM11 in lieu of 15A/3P circuit breaker at switchboard "HMSB". Disregard work as described in PRE04. Connect all damper motors in the generator room G100 to panel LEM11 in lieu of panel LG1. Note: reminder that all motor circuits must be copper conductors.
 ADD \$2,229.00

E07: Omit combination starter/disconnect switch for exhaust fan EF-8, including installation. E.C. shall wire and connect CFD provided by MC under PR M08 for exhaust fan EF-8.
 DEDUCT (\$833.00)

The original Contract Sum was	\$ 2,607,000.00
The net change by previously authorized Change Orders	\$ 12,416.00
The Contract Sum prior to this Change Order was	\$ 2,619,416.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,396.00
The new Contract Sum including this Change Order will be	\$ 2,620,812.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

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

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

T.L. Stroh Architects, Ltd ARCHITECT <i>(Firm name)</i> 8 Seventh St. N., Fargo, ND 58102 ADDRESS BY <i>(Signature)</i> Terry L. Stroh <i>(Typed name)</i> 6/7/17 DATE	Sun Electric Inc CONTRACTOR <i>(Firm name)</i> 411 39 th St NW Fargo, ND 58102 ADDRESS BY <i>(Signature)</i> Harold Chyle <i>(Typed name)</i> 6-8-17 DATE	City of Fargo OWNER <i>(Firm name)</i> 200 3rd St. N., Fargo, ND 58102 ADDRESS BY <i>(Signature)</i> <i>(Typed name)</i> DATE
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Industrial - Commercial

April 26, 2017

T.L. Stroh
Mr. Terry Stroh
8 Seventh St. N
Fargo, ND 58102

Re: New Fargo City Hall

Proposal Request – E06

Proposal is labor and material for electrical work associated with the mechanical changes as described in PR-E06

Deduct the following from material and labor allowance:

1. 375' - #10awg copper conductor (2,075' remaining)
2. 220' – ¾" EMT conduit (780' remaining)
3. 10- ¾" connectors (240 remaining)
4. 23 – ¾" couplings (277 remaining)
5. 29 – ¾" one-hole straps (271 remaining)
6. 6 – 4" square box w/cover (44 remaining)

Proposed Price-----Add \$2,229.00

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tyler Wanzek".

Tyler Wanzek
Project Manager

Bid Summary Report

Fargo City Hall Estimator: Ryan

Job #812

Job Name: Fargo City Hall

Contractor:

Estimator: Ryan

Notes:

Bid Date: 5/26/16

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
PR E06	\$65.40	100.00%	\$65.40	20.50	100.00%	20.50

Top Sheet

Raw Cost	\$1,860.52	Sales per Month	\$0.00
Tax	\$47.28	Return per Month	\$0.00
Raw Cost with Tax	\$1,907.80	Price per Square Foot	\$0.00
Overhead	\$186.05	Hours per Square Foot	0.00
Profit	\$102.33	Square Feet	0.00
Total Return Amount	\$288.38	Job Months	0.00
Total Return %	12.94%	Hours per Week	40.00
Price	\$2,196.19	Workers per Day	0.00
Bond	\$32.94	Total Hours	20.50
Sell Price	\$2,229.13	Mark Up Sales Tax	No
Adjusted Sell ()	\$0.00	Use Bond Table	Yes
Adjusted Sell Return 0.00 %	\$0.00		

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
ND Journeyman	100.00%	20.50	\$60.00	\$0.00	0.00%	\$1,230.12
Totals	100.00%	20.50	\$60.00	\$0.00	0.00%	\$1,230.12

Mark Ups

	OVERHEAD		PROFIT	
	Total	%	Amount	%
Materials	\$65.40	+ 10.00%	\$71.94	+ 5.00%
Labor	\$1,230.12	+ 10.00%	\$1,353.13	+ 5.00%
Supplier Quotes	\$565.00	+ 10.00%	\$621.50	+ 5.00%
SubContractors	\$0.00	+ 10.00%	\$0.00	+ 5.00%
Direct Job Expense	\$0.00	+ 10.00%	\$0.00	+ 5.00%
Equipment Rental	\$0.00	+ 10.00%	\$0.00	+ 5.00%



BORDER STATES

Supply Chain Solutions™

Border States Electric Supply
 Electrical Wholesale Supply of Utah | Western Extralite
 Shealy Electrical Wholesalers

Border States Electric - FGO
 605 25th St S
 Fargo ND 58103
 Phone: 701-293-5833

Quote

Page: 1 of 1

BSE Quote: 24285580
 Sold-To Acct #: 1749
 Valid From: 03/23/2017 To: 03/30/2017
 PO No: PR-E06, E07

Created By: Ryan Bjungstad
 Tel No: 701-476-3158
 Fax No: 701-232-7673

Sun Elec-16686-G New Fargo City
 Job-16686-G New Fargo City Hall
 411 39th St N
 Fargo ND 58102-3972

Inco Terms:
 FOB ORIGIN

Payment Terms:
 1.0 % 10th prox net 25th (25)

Taxes, if applicable, are not included.

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000010	PR-E06 Adding 30/1 to LEM1! Adding 30/2 Fusible SS Adding 20/3 Strap Kit & Molded Case Breaker to HEM1!	1 EA	635.00	EA	635.00
	000020	- PR-E07 Delete EF-8 Combo Starter	1 EA	635.00	EA	635.00
Total Value						345.00

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.


PROPOSAL REQUEST – E07

Date	03-01-17
Project #	2015231
Project Name	New Fargo City Hall
Project Location	Fargo, ND
Description	Mechanical Changes

Please submit an itemized quotation for the change(s) described below to the proposed modifications to the Contract Documents. Cost proposal to include a detailed itemized breakdown indicating the specific amounts, lengths, quantities, types, sizes, etc. of material including labor, O&P, taxes, and other incidental charges to be used. Proposal shall also indicate credits, deducts, and/or offsets for material and labor originally included in contract. THIS IS NOT A CHANGE ORDER OR DIRECTION TO PROCEED WITH WORK STATED HEREIN.

1. Omit combination starter/ disconnect switch for exhaust fan EF-8, including installation. E.C. shall wire and connect VFD provided by M.C under PR M08 for exhaust fan EF-8.

Respectfully,
Obermiller Nelson Engineering, Inc.

Tony Nelson

Attachment(s): None.

Cc: ONE File.

F:\Projects\2015231\CA\PROPOSAL REQUEST\ELEC\2015231 PR E07.docx

BUILDING SYSTEMS CONSULTANTS

FARGO
2201 12th St. N Suite E
701.280.0500

GRAND FORKS
311 4th St. S Suite 203
701.775.2594

BISMARCK
233 West Rosser Ave.
701.222.0520

ALEXANDRIA
503 Hawthorne St. Suite 141
320.846.0300

MINNEAPOLIS
1400 Van Buren St. NE Suite 130
612.339.0501

Bid Summary Report

Fargo City Hall Estimator: Ryan

Job #812

Totals	(\$785.00)	0.00%	(\$785.00)	0.00%	(\$785.00)
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Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$0.00	7.50%	\$0.00
Labor	(\$150.00)	0.00%	\$0.00
Supplier Quotes	(\$635.00)	7.50%	(\$47.63)
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
		Total Tax:	(\$47.63)

Supplier Quotes

Name	Supplier	Tax (7.5 %)	Unit Cost Multiplier	Amount
Switchgear/UPS/SPD	BSE	Yes	(\$635.00) 1.00	(\$635.00)
			Total:	(\$635.00)



BORDER STATES
Supply Chain Solutions™

Border States Electric Supply
Electrical Wholesale Supply of Utah | Western Extralife
Shealy Electrical Wholesalers

Border States Electric - FGO
605 25th St S
 Fargo ND 58103
 Phone: 701-293-5833

Quote

BSE Quote: 24285580
Sold-To Acct #: 1749
Valid From: 03/23/2017 To: 03/30/2017
PO No: PR-E06, E07

Created By: Ryan Rjugstad
Tel No: 701-476-3158
Fax No: 701-232-7673

Sun Elec-16686-G New Fargo City
Job-16686-G New Fargo City Hall
411 39th St N
 Fargo ND 58102-3972

Inco Terms:
FOB ORIGIN

Payment Terms:
1.0 % 10th prox net 25th (25)

Taxes, if applicable, are not included.

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000010	- PR-E06 Adding 30/1 to LEM11 Adding 30/2 Fusible SS Adding 20/3 Strap Kit & Molded Case Breaker to HEM11	1 EA	290.00 / 1	EA	290.00
	000020	PR-E07 Defete EF-8 Combo Starter	1 EA	295.00 / 1	EA	295.00

Total Value **345.00-**

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.

From: Tony Nelson [<mailto:tony.nelson@obernel.com>]
Sent: Tuesday, May 30, 2017 4:15 PM
To: Tyler Wanzek <twanzek@suninc.us>
Cc: 'Joe Jenni' <joej@tlstroh.com>; Ben Larson <ben.larson@obernel.com>
Subject: RE: City Hall PRE03

Tyler, I responded back to TL Stroh on PRE06 and E07. My comment on PRE07 was that it looked like exactly the same information as PRE06 so I'm not sure what the price of PRE07 is. I see in a quote from Border States that there is a \$635 deduct for a starter that is referenced in PRE07 which sounds about right, but I don't think that we have the right paperwork.



Tony Nelson, PE (ND, MN, IA)
Electrical Engineer

Obermiller Nelson Engineering
2201 12th St. N. Suite E, Fargo, ND 58102

O: (701) 280-0500
D: (701) 551-5707
W: www.obernel.com



From: Tyler Wanzek [<mailto:twanzek@suninc.us>]
Sent: Tuesday, May 30, 2017 2:24 PM
To: Tony Nelson <tony.nelson@obernel.com>
Cc: 'Joe Jenni' <joej@tlstroh.com>; Ben Larson <ben.larson@obernel.com>
Subject: RE: City Hall PRE03

Waiting for BSE to give me a revised quote on the disconnect. We also have PR E06 and E07, which affect the switchgear package as well. Has it been decided whether to go ahead with those?

Thanks,

Tyler Wanzek
Sun Electric, Inc.
411 39th St NW
Fargo, ND 58102
Office: 701-281-9140
Cell: 701-361-2674
sunelectricnd.com

From: Tony Nelson [<mailto:tony.nelson@obernel.com>]
Sent: Monday, April 17, 2017 8:21 AM
To: Tyler Wanzek <twanzek@suninc.us>
Cc: 'Joe Jenni' <joej@tlstroh.com>; Ben Larson <ben.larson@obernel.com>
Subject: RE: City Hall PRE03

Thanks for the explanation, Tyler.



Tony Nelson, PE (ND, MN, IA)
Electrical Engineer

Obermiller Nelson Engineering
2201 12th St. N. Suite E. Fargo, ND 58102

O: (701) 280-0500
D: (701) 551-5707
W: www.obernel.com



From: Tyler Wanzek [<mailto:twanzek@suninc.us>]
Sent: Friday, April 14, 2017 10:44 AM
To: Tony Nelson <tony.nelson@obernel.com>
Cc: 'Joe Jenni' <joej@tlstroh.com>; Ben Larson <ben.larson@obernel.com>
Subject: RE: City Hall PRE03

Tony,

I did add 15' to each conduit/wire for ACCU-1. The drawing shows the motor connection right in the center of the unit, but from what I understand, it will actually be at the North end. All of the other circuits were 1 for 1. Below is a line for line breakdown of the estimate based on the notes that I took when I went through it originally:

1. No change to the elevator feeders. Original bid drawings already called for (3)#1/0 + #6gnd, in 2" conduit. Circuit breaker changes made to "HMSB" in lieu of "H41"
2. Circuit breaker changes made to "HMSB" in lieu of "H41".
 - a. Subtract (2) sets of 400's, 1/0gnd – 50'. (-300'-400kcmil, -100'-#1/0)
 - b. Add (2) sets of 350's, #1gnd – 65'. (+390'-350kcmil, +130'-#1)
3. Subtract 3#2's, #6gnd, 1 ¼" conduit – 95'. (-285'-#2)

Item Name	Quantity	Cost	COST EXT	NECA 1	Labor 1
10 THHN CU STRANDED	80.00	\$172.09 M	13.77	7.00 M	
8 THHN CU STRANDED	-340.00	\$281.67 M	-95.77	9.00 M	
6 THHN CU STRANDED	260.00	\$433.37 M	112.68	11.00 M	
4 THHN CU STRANDED	-780.00	\$641.59 M	-500.44	13.00 M	
2 THHN CU STRANDED	-285.00	\$995.36 M	-283.68	18.00 M	
1 THHN CU STRANDED	130.00	\$1,273.25 M	165.52	19.00 M	
1/0 THHN CU STRANDED	965.00	\$1,531.86 M	1,478.24	22.00 M	
350 THHN CU STRANDED	390.00	\$5,047.20 M	1,968.41	38.00 M	
400 THHN CU STRANDED	-300.00	\$5,741.47 M	-1,722.44	41.00 M	
1 EMT	-260.00	\$80.61 C	-209.59	5.50 C	
1 1/4 EMT	-95.00	\$130.87 C	-124.33	6.20 C	
2 EMT	355.00	\$188.99 C	670.91	8.00 C	
1 EMT CONN S/S	-26.00	\$56.52 C	-14.70	.12 E	
1 EMT COUP S/S	-26.00	\$45.03 C	-11.71	.06 E	
1 1/4 EMT COUP S/S	-9.50	\$100.57 C	-9.55	.07 E	
2 EMT COUP S/S	35.50	\$199.69 C	70.89	.09 E	
1 EMT STRUT STRAP	-32.50	\$98.64 C	-32.06	3.00 C	
1 1/4 EMT STRUT STRAP	-11.88	\$115.91 C	-13.76	4.00 C	
2 EMT STRUT STRAP	44.38	\$143.47 C	63.66	4.00 C	

Totals:

1,526.07

17

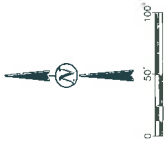


Tony Nelson, PE (ND, MN, IA)
Electrical Engineer

Obermiller Nelson Engineering
2201 12th St. N. Suite E, Fargo, ND 58102

O: (701) 280-0500
D: (701) 551-5707
W: www.obernel.com





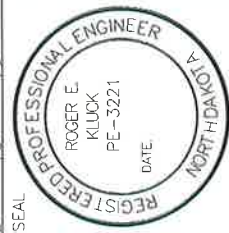
REMOVE TREE



ALL ELEVATIONS ARE BASED ON THE DATUM INDICATED ON THESE PLANS UNLESS OTHERWISE NOTED

REVISIONS

SEAL



REMOVALS

Fargo Oak Grove, Levee Construction & Repairs

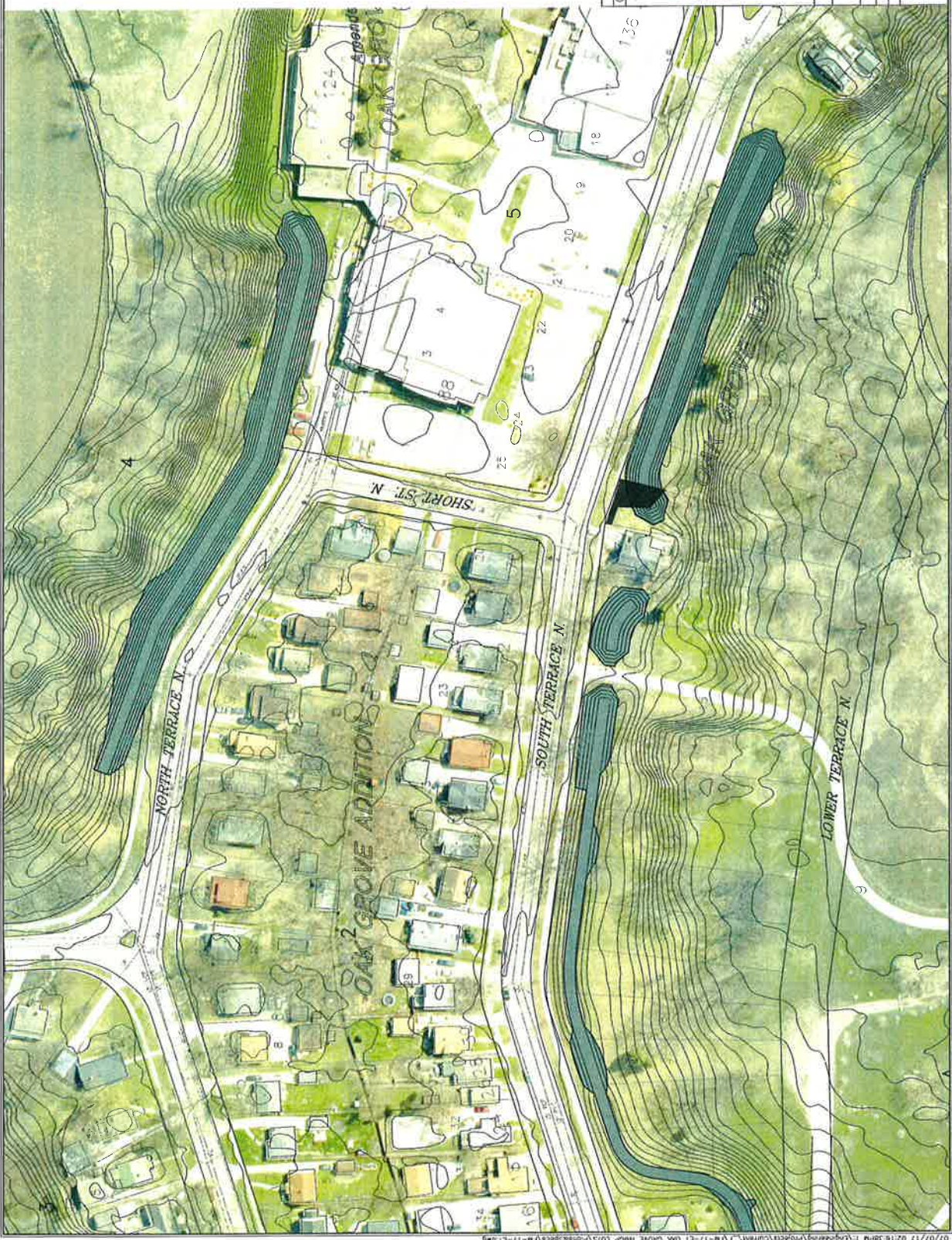
PROJECT FM-17-EI

DESIGN BY: JAC CHECKED BY: JEB

DRAWN BY: JAC DATE: 04/04/17

SHEET NO. 040

SECTION NO. 1



REPORT OF ACTION

(21)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-17-E1 Type: Capital Improvement Plan Revision

Location: North & South Terrace North Date of Hearing: 7/10/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/17/17</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand, Chad Shumake</u>

The Committee reviewed a communication from Storm Sewer Utility Division Engineer, Jody Bertrand, regarding a recommendation to add a project to the 2017 CIP.

The Oak Grove Neighborhood has the opportunity to construct clay levees along North and South Terrace as a one-time exception to the normal FEMA guidelines of no building is to be allowed, on deed restricted lots purchased with HGMP funds. Construction must be completed by September 30, 2017. This flood protection levee project will be paid for with Flood Sales Tax proceeds. The Engineer's Estimate is \$500,000.

Staff is recommending this project be added to the 2017 CIP.

On a motion by Bruce Grubb, seconded by Tim Mahoney, the Committee voted to add Project No. FM-17-E1 to the 2017 CIP.

RECOMMENDED MOTION

Concur with Committee recommendation to add Project No. FM-17-E1 to the 2017 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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


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

COMMITTEE

Tim Mahoney, Mayor
 Jim Gilmour, Director of Planning
 Steve Dirksen, Fire Chief
 Mark Bittner, Director of Engineering
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 City Engineer
 Kent Costin, Finance Director

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer



Memorandum

To: PWPEC
From: Jody Bertrand, Division Engineer *JAB*
Date: 7/10/2017
Re: Project Creation and Amending the 2017 CIP for FM-17-E1 Fargo Oak Grove Levee Construction and Incidentals - FEMA Deed Restricted Lots – Clay Levee for North and South Terrace Areas (Oak Grove)

The City of Fargo was recently notified that Federal Legislation had passed allowing levees to be built on current FEMA Deed Restricted Lots. The criteria included in the legislation was that the project work needed to be designed, approved, and constructed before September 30th 2017. The City currently has gaps in its levee system in the Oak Grove School area that fit this criteria contained in the law. In order to meet this deadline design has begun.

In order to effectively design the levees, a geotechnical investigation is needed to complete the design effort. The cities "Master Services Agreement" was used as the vehicle to solicit cost proposals from already pre-approved consultants to perform geotechnical design services. The request for proposals were sent out to four (4) pre-approved consultants. On June 30, 2017, the quotes were received from three (3) of the four (4) firms that were solicited. The quotes ranged from \$13,364.50 to \$28,250.00. Staff met to discuss the quotes and unanimously selected the low quote from Braun Intertec as the firm to complete this geotechnical design work. The design team has extensive history working with the City. This project geotechnical design needs to be completed in a very quick timeframe and we are very confident that this team will get it completed on time.

The Task Order approval requirements allows the City Engineer authority to sign Task Orders \$15,000 and less. We have included you in this process to keep you informed of the project progress.

The City of Fargo has 21 lots which could be affected by this legislation in the Oak Grove area along North and South Terrace North. With the limited construction timeline, the construction plans are currently under design and should be completed for FEMA review the week of July 10th, 2017. A preliminary plan sheet is attached showing the proposed levee location through the area. Several large trees will be removed within the levee footprint. Engineering recommends that Project FM-17-E1 Fargo Oak Grove Levee Construction and Incidentals be created and to also amend the 2017 Capital Improvement Plan (CIP) for inclusion of this project.

Recommended Motion

Approve the recommendation of Engineering to create Project No. FM-17-E1 for the construction of a clay levee along North and South Terrace North on FEMA deed restricted lots, as well as the amending of the 2017 Capital Improvement plan for inclusion of this project.

JRB/jmg
Attachment

COVER SHEET
CITY OF FARGO PROJECTS

(22)

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

Exact, full name of the Project as it will appear in the Contract:

Fargo Oak Grove Levee Construction & Incidentals

Project No. FM-17-E

Call For Bids July 17, 2017

Advertise Dates July 24, & 31, 2017

Bid Opening Date August 9, 2017

Substantial Completion Date September 22, 2017

Final Completion Date September 29, 2017

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Roger E. Kluck, P.E. C.F.M.

Phone No. 241-1537

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-17-E1 Type: Capital Improvement Plan Revision

Location: North & South Terrace North Date of Hearing: 7/10/2017

<u>Routing</u>	<u>Date</u>
City Commission	7/17/17
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Project File	Jody Bertrand, Chad Shumake

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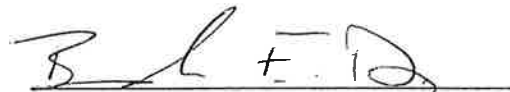
Yes	No
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

ENGINEER'S REPORT
 Fargo Oak Grove Levee Construction & Incidentals
 PROJECT NO. FM-17-E

Nature & Scope

This project is for the construction of a portion of levee in the Oak Grove area. The project includes the removal of existing topsoil, sidewalks, and trees as necessary to build the designed levee to Federal Standards. Trees that qualify will be re-located by the City Forester.

Purpose

Recent federal legislation was passed with the help of Senator Hoeven's office to allow construction of clay levees on previously deed restricted lots. These lots were purchased with Hazard Mitigation Grant Program (HGMP) funds allocated by FEMA. Once a lot is purchased with the HGMP dollars no construction, even flood control measures, are allowed to be installed. Through this recent Federal legislation, a small window for construction was proposed with a final completion date of September 30, 2017. This is the first time the City is aware of that this requirement has been modified, and as such, it may be the only opportunity to establish permanent flood protection for this area of Oak Grove.

Feasibility

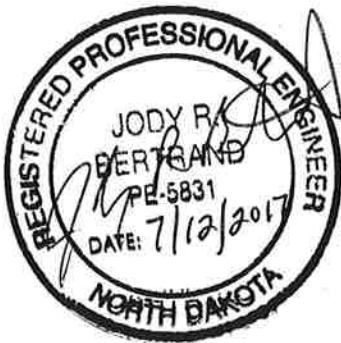
The costs of these improvements are estimated as follows:


Estimated Construction Cost	\$ 291,050.00
Engineering (4%)	\$ 11,642.00
Legal & Misc. (7%)	\$ 20,373.50
Interest (4%)	<u>\$ 11,642.00</u>
Total Estimated Cost:	\$ 334,707.50

Funding

Reimbursement from the Diversion Authority Through Fund 460 (100%) – Phase 2	\$ 334,707.50
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We believe this project to be cost effective.




 Jody R. Bertrand, PE
 Division Engineer Storm Sewer/Floodplain

July 12, 2017