

FARGO CITY COMMISSION AGENDA  
Monday, May 13, 2024 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 29, 2024).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Grant Agreement with the ND Department of Corrections and Rehabilitation and its Division of Juvenile Services, the ND Association of Counties, City and County jurisdictions as listed and Youthworks for 2024.
- 2. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 4-0101.1 of Article 4-01 of Chapter 4 of the Fargo Municipal Code Relating to the General Provisions Governing City Officials and Employees.
- 3. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 5-0406(1) of Article 5-04 of Chapter 5 of the Fargo Municipal Code Relating to the Fargo Police Advisory and Oversight Board.
- 4. 1st reading of an Ordinance Amending Section 4-0402 of Article 4-04 of Chapter 4 of the Fargo Municipal Code Relating to Authorizing the City Commission to Approve Program of Interfund Loans.
- 5. 1st reading of an Ordinance Amending Section 25-1504.1 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
- 6. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Erskine's Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 4/29/24.
- 7. Applications for Games of Chance:
  - a. Hudson Longtin Benefit for a raffle board on 6/26/24; Public Spirited Resolution.
  - b. Red River VW Club for a raffle on 7/27/24.
- 8. Contract and bond for Project No. SR-24-B1.
- 9. Memorandum of Understanding with the City of West Fargo and the City of Moorhead for the procurement of an Engineering Consultant to complete a grant application for a Regional Transportation Management Center.
- 10. Contract Amendment No. 1 with Houston Engineering, Inc. in the amount of \$19,414.00 for Project No. QR-23-A0.

11. Purchase Agreement with the Union of Sisters of the Presentation of the Blessed Virgin Mary United States Province for property located at 3000 11th Street South (Project No. NR-25-B1).
12. Agreement - Early Building Permit with Valor Contracting, LLC for 3601 46th Avenue North (Improvement District No. BN-23-J1).
13. Preliminary Engineering Reimbursement Agreement with the North Dakota Department of Transportation (Improvement District No. BN-27-A1).
14. Change Order No. 1 in the amount of \$4,675.00 and the Interim Duration Modifications as presented for Improvement District No. BR-24-A1.
15. Change Order No. 4 in the amount of \$15,335.00 for Improvement District No. BR-23-E1.
16. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Riley, Inc. (Improvement District No. BR-24-F1).
17. Easement (Temporary Construction Easement) with Amy R. Matejcek (Improvement District No. AN-24-B1).
18. Bid award to Dakota Underground Company, Inc. in the amount of \$10,156,047.56 for Improvement District No. BN-23-F1.
19. Bid award to Master Construction Company, Inc. in the amount of \$484,271.05 for Improvement District No. BR-24-G1.
20. Bid awards for Improvement District No. NR-23-C1:
  - a. General construction contract to Meyer Contracting, Inc. in the amount of \$523,902.20.
  - b. Electrical construction contract to Sun Electric, Inc. in the amount of \$405,000.00.
21. Bid award to FM Asphalt LLC in the amount of \$1,568,148.00 for Improvement District No. PN-24-A1.
22. Bid award to Northern Improvement Company in the amount of \$1,589,990.40 for Improvement District No. PR-24-H1.
23. Contract and bond for Improvement District No. PR-24-G1.
24. Items from the FAHR Staff meeting:
  - a. Receive and File - Sales Tax Update.
  - b. Budget Adjustment using Landfill Capital Improvement funds in the amount of \$200,000.00 for the purchase of front-load containers for Route 535.
  - c. Budget Adjustment in the amount of \$60,000.00 for fiber installation at Fire Station No. 8.
  - d. Budget adjustment in the amount of \$159,300.00 for the purchase of a portable basketball floor at the FARGODOME (RFP24167).
  - e. Promotion of three Firefighters to Captains in 2024, to coincide with the opening of Fire Station No. 8.
25. Purchase of Service Agreement with Northern Cass Public School District.

26. Purchase of Service Agreement with Central Cass Public School District.
27. Resolution Approving Plat of Buchholz Addition.
28. Resolution Approving Plat of South Ridge Second Addition.
29. Agreement for Emergency Veterinary Services with Red River Animal Emergency Clinic, LLC d/b/a Red River Animal Emergency Hospital and Referral Center.
30. Assignment and Assumption of Mosquito Spraying Agreement with Airborne Vector Control, LLC to Vector Disease Control International, LLC (RFP23049).
31. Authorization Application for Vector Disease Control International, LLC to provide aerial mosquito spraying.
32. Extension of FMLA leave for LeRoy Curry.
33. Contract Amendment with the NDDOT to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program Grant (Contract #38231161).
34. Contract and bond for Project No. WW1707.
35. Purchase from Merrick Industries, Inc. in the amount of \$176,698.00 for Project No. WA2451 (EX24207).
36. Bills.

**REGULAR AGENDA:**

37. Recommendation to approve the First Amendment to the Developer Agreement with Grove Enclave, LLC for a one-year extension.

**\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**

38. **PUBLIC HEARING** – Section 5307 Federal Transportation Administration Grant Preliminary Program of Projects for 2024.
39. **PUBLIC HEARING** – Permanent Route and Service Changes for MATBUS.
40. Recommendation to declare protests insufficient for Improvement District No. BN-23-G.
41. Recommendation for appointment to the Economic Development Incentives Committee.
42. Applications for Property Tax Exemptions for Improvements Made to Buildings:
  - a. Dream Homes LLC, 312 10th Avenue North (5 years).
  - b. David and Pamela Olson, 1233 9th Street North (5 years).
  - c. Rommesmo Family LLP, 4438 Carrie Rose Lane South (5 years).
  - d. Matthew and Katie Chaussee, 2314 18th Avenue South (5 years).
43. Liaison Commissioner Assignment Updates.
44. **RESIDENT COMMENTS** – (Fargo residents or Fargo business owners will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments.

Residents or business owners who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](http://FargoND.gov/VirtualCommission)).

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

Minutes are available on the City of Fargo website at [www.FargoND.gov/CityCommission](http://www.FargoND.gov/CityCommission).



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May 13, 2024

**To: Board of City Commissioners**  
**Fr: Michael Redlinger, City Administrator**  
**Re: Approve Youthworks Grant Agreement**

**Background:** The City Commission approved a Memorandum of Understanding (MOU) on April 3, 2023 with Youthworks, Cass County, and the City of West Fargo. Youthworks has been a historical provider of “Attendant Care” services for delinquent youth in Cass County, serving minors, the law enforcement community, and the court system. A 2024 Grant Agreement has been created by Youthworks to continue services consistent with the MOU approved in 2023. Funds are contained in the City of Fargo’s 2024 Operating Budget for these services.

**Suggested Motion:** Approve the Youthworks Grant Agreement for 2024.

Attachment: 2024 Youthworks Grant Agreement

## GRANT AGREEMENT

This Agreement is made by and between the North Dakota Department of Corrections and Rehabilitation and its Division of Juvenile Services (DJS) (STATE), the North Dakota Association of Counties (NDACo), city and county jurisdictions as listed in Appendix A (JURISDICTIONS), and Youthworks (GRANTEE), Unique Entity Identifier # KCSJVSNHZZL5.

WHEREAS, DJS has determined the Attendant Care services referred to in the paragraph below entitled "Scope of Services" form an appropriate basis for the expenditure of Federal grant funds (CFDA number 16.540) from the Office of Juvenile Justice and Delinquency Prevention (OJJDP); and

WHEREAS, NDACo has agreed to assist DJS in obtaining, coordinating, and administrating these services; and

WHEREAS, JURISDICTIONS have identified and support GRANTEE as an agency authorized to provide services for youth picked up by law enforcement that need a temporary placement option;

WHEREAS, GRANTEE is an appropriate agency to provide Attendant Care services for delinquent youth as defined in the North Dakota Attendant Care Program Guidelines (Guidelines), found at [https://www.ndaco.org/programs\\_and\\_services/jj/statewide-detention-support-services-sdss/](https://www.ndaco.org/programs_and_services/jj/statewide-detention-support-services-sdss/), as well as short-term shelter services for Children in Need of Services (CHINS).

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

#### I. TERM OF THE AGREEMENT

The term of this agreement shall be from January 1, 2024 through December 31, 2024. This agreement supersedes all previous agreements associated with the scope of services.

#### II. SCOPE OF SERVICES

The GRANTEE shall:

1. Provide a placement facility that law enforcement can access twenty-four hours a day, seven days a week for delinquent youth ages 10-17 who need a non-secure short-term placement option.
2. Provide services to delinquent youth in conformance with all provisions of the Guidelines, including the development of policies and procedures for the supervision of youth.
3. Provide Attendant Care services to surrounding jurisdictions if space and staff allows.
4. Screen youth for appropriateness, including assessing for immediate mental health needs, history of violence and/or sexual aggression, and current affect and behavior.
5. Notify the Juvenile Court of any youth placed in the facility within 24 hours of being placed.
6. Submit to NDACo all reports and documentation required by the Guidelines;

7. Allow NDACo to conduct on-site programmatic monitoring of the Attendant Care services, as required pursuant to federal guidelines.

Youth may need to be medically-cleared prior to entry into the facility and/or may not be appropriate due to aggressive behaviors that are likely to occur while at the facility (threatening or aggressive behavior, or non-compliance with the staff).

In the event that more than two youth are referred for placement at the same time, GRANTEE will make every effort to take the additional youth. GRANTEE may provide services to other agencies, but priority will be given to the JURISDICTIONS. GRANTEE will bill a daily rate to those jurisdictions that are not part of this agreement and will track all money collected for purposes of subsequent contract periods.

Grantee will provide placement data, to include the number of youth placed by jurisdiction, semi-annually by July 30, 2024 and January 30, 2025. Grantee will provide financial reporting for the 2024 calendar year by January 30, 2025.

### III. COMPENSATION

DJS, through NDACo, shall provide reimbursement to the GRANTEE for Attendant Care services outlined in the Guidelines.

JURISDICTIONS shall provide funding to GRANTEE to cover Attendant Care expenses not eligible for reimbursement pursuant to the Guidelines as well as the costs associated with providing shelter services to Children in Need of Services, as outlined in Appendix A.

The GRANTEE agrees to account for any and all grant funds that may be in possession of the GRANTEE throughout the term of this grant and to return any unexpended funds within 30 days after final closing of the grant.

### IV. GRANTEE ASSURANCES

The GRANTEE agrees to comply with North Dakota Century Code chapters 27-20.2, 27-20.3, and 27-20.4, and the applicable grant conditions and assurances established by OJJDP for subgrant recipients of these federal funds as fully detailed in Appendix B.

The GRANTEE agrees to comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC § 10228(c) & 10221(a)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 USC § 11182(b)); 28 CFR Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), including Title VI of the Civil Rights Act of 1964, as amended, Section 815(c)(1) of the Justice System Improvement Act of 1979, Equal Employment Opportunity Program Guidelines, Section 504 of the Rehabilitation Act of 1973, as amended, and the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 (42 USC §§ 12131-34); Title IX of the Education Amendments of 1972 (20 USC §§ 1681, 1683, 1685-86); and 28 CFR Part 38 (U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Neighborhood Organizations).

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, GRANTEE agrees to take steps to ensure the persons with Limited English Proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance, including oral and written translation, where necessary. GRANTEE is encouraged to consider the need for language services for LEP persons both in developing its budgets and in conducting its programs and activities. Additional information regarding LEP obligations can be found at <http://www.lep.gov>.

The GRANTEE agrees to designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs and the Office for Civil Rights, Office of Justice Programs.

The GRANTEE is required to complete Federal Civil Rights Non-Discrimination Training developed by the Office of Civil Rights (OCR) found at [www.ojp.gov/program/civil-rights/video-training-grantees/overview](http://www.ojp.gov/program/civil-rights/video-training-grantees/overview).

The GRANTEE will inform the public and subgrantees of affected persons' rights to file a complaint of discrimination with the Office for Civil Rights, Office of Justice Programs for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the North Dakota Department of Corrections and Rehabilitation, Division of Juvenile Services (DJS).

The GRANTEE will develop an Equal Employment Opportunity Plan (EEO) and submit an EEO Utilization Report to the Office for Civil Rights, Office of Justice Programs, if it is a government agency or private business that is receiving an award of \$25,000 or greater and has 50 or more employees. The GRANTEE, if not required to submit an EEO Utilization Report, will certify that it is exempt from this requirement by submitting an EEO Certification Form.

The GRANTEE shall not retaliate against individuals for taking action or participating in action to secure rights protected by the above referenced laws.

V. **AUTHORITY TO CONTRACT**

The GRANTEE shall not have the authority to contract on behalf of or incur obligations on behalf of NDACo or DJS without written approval of NDACo and DJS. If such subcontract is approved, it shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate.

VI. **INDEPENDENT ENTITY**

The GRANTEE shall perform as an independent entity under this agreement. The GRANTEE, its employees, agents or representatives are not employees of NDACo or DJS. No part of this agreement shall be construed to represent the creation of an employer/employee relationship.



**VII. AUDIT RESPONSIBILITY**

The GRANTEE agrees to keep such financial records as are required for sub-grants of OJJDP grant awards, as detailed in the Office of Justice Programs, Financial Guide and associated Federal Circulars. These records shall be made available to NDACo, DJS, or their agents, upon request at any time during normal business hours. The GRANTEE agrees to include these funds in the annual audit of its organization, and further agrees to allow NDACo, DJS, or their agents, to conduct an audit at the expense of NDACo, DJS, or their agents.

**VIII. RETENTION/PRIVACY OF RECORDS**

The GRANTEE agrees to retain the financial records identified in paragraph VII above, for a period of three years or until an audit is completed and closed, whichever occurs later. The GRANTEE further agrees to assure the privacy and confidentiality of client records in conformance with all applicable State and federal laws and regulations. The GRANTEE understands that except for the records that are confidential or that have been identified as exempt, this Agreement, and any records generated pursuant to this Agreement may be subject to disclosure under applicable state and federal law.

**IX. TERMINATION OF AGREEMENT**

If through good cause, the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement, NDACo or DJS shall thereupon have the right to terminate this agreement by giving written notice 30 days prior to termination to the GRANTEE of such termination. Notwithstanding a termination pursuant to this paragraph, the GRANTEE shall not be relieved of liability to NDACo or DJS, and NDACo or DJS may withhold any payment otherwise due to the GRANTEE.

DJS and NDACo may terminate this Agreement upon delivery of written notice to the GRANTEE, or on any later date stated on the notice under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for the services specified in the Agreement. The Agreement may be modified by the consent of the parties in writing to accommodate any reduction in funds;
- b. If federal or state laws or rules are modified or interpreted in a way that the funding or services are no longer allowable or appropriate or are no longer eligible for funding or payment authorized by this Agreement;
- c. If any license, permit or certificate required by rule or law, or by the terms of the Agreement between the parties, is for any reason denied, revoked, suspended or not renewed.

**X. INTERACTING AND MODIFICATION**

This agreement constitutes the entire agreement between the GRANTEE, NDACo and DJS. No alteration or amendment shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XI. **APPLICABLE LAW**

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

XII. **CAPTIONS**

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

XIII. **EXECUTION AND COUNTERPARTS**

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

XIV. **NOTICES**

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

XV. **ASSIGNMENT**

This agreement shall not be assigned or transferred without the expressed written consent of the parties.

XVI. **SUCCESSORS IN INTEREST**

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

XVII. **FORCE MAJEURE**

The GRANTEE shall not be held responsible for delay or default caused by fire, riot, acts of God and war and other events that are beyond the GRANTEE's reasonable control, provided notice is given to NDACo and DJS of any such delay or default.

XVIII. **SEVERABILITY**

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

XIX. **INDEMNITY**

GRANTEE agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (STATE), from and against claims based on the vicarious liability of the STATE or its agents, but not against claims based on the STATE'S contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by GRANTEE for the STATE under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the STATE is necessary. Any attorney appointed to represent the STATE must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney

General as required under N.D.C.C. § 54-12-08. GRANTEE also agrees to reimburse the STATE for all costs, expenses and attorneys' fees incurred if the STATE prevails in an action against GRANTEE in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Contract.

## **XX. INSURANCE**

If GRANTEE is a political subdivision, then GRANTEE shall have liability coverage pursuant to N.D.C.C. 32-12.1. If GRANTEE is not a political subdivision then GRANTEE shall secure and keep in force during the term of this Contract and GRANTEE shall require all subcontractors, prior to commencement of an agreement between GRANTEE and the subcontractor, to secure and keep in force during the term of this Contract, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Contract.

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

1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the GRANTEE.
2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A- "or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A- "rating must be approved by the STATE. The policies shall be in form and terms approved by the STATE.
3. The duty to defend, indemnify, and hold harmless the STATE under this Contract shall not be limited by the insurance required in this Contract.
4. The State of North Dakota and its agencies, officers, and employees (STATE) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The STATE shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Contract or by the contractual indemnity obligations of the GRANTEE.
5. A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the STATE.
6. The GRANTEE shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Contract. All endorsements shall be provided as soon as practicable.
7. Failure to provide insurance as required in this Contract is a material breach of contract entitling the STATE to terminate this Contract immediately.

- 8. GRANTEE shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. GRANTEE shall provide on an ongoing basis, current certificates of insurance during the term of this Contract. A renewal certificate will be provided 10 days prior to coverage expiration.

**XXI. SPOILATION**

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

**GRANTEE:**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Youthworks

\_\_\_\_\_  
Name of Grantee

DocuSigned by:

*Melanie Heitkamp*

1/17/2024

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Melanie Heitkamp Executive Director

\_\_\_\_\_  
Printed Name and Title of Authorized Official

**Signatures**

In Witness Whereof the parties hereto have entered into this Agreement as evidenced by their signatures below:

**For the Department of Corrections and Rehabilitation:**

<p><small>DocuSigned by:</small>    <hr/> <small>6E7B7A13E34404</small>  Michele Zander, Chief Financial Officer</p>	<p>1/17/2024  <hr/> Date</p>
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**For the North Dakota Association of Counties:**

<p><small>DocuSigned by:</small>    <hr/> <small>2B16A7399F59144B</small>  Aaron Birst, Executive Director</p>	<p>1/17/2024  <hr/> Date</p>
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**For Barnes County:**

<p><small>DocuSigned by:</small>    <hr/> <small>F5B91E56487423</small>  Commission Chair</p>	<p>12/21/2023  <hr/> Date</p>
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**For Cass County:**

<p><small>DocuSigned by:</small>    <hr/> <small>2DC125A127A04EA</small>  Commission Chair</p>	<p>12/26/2023  <hr/> Date</p>
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**For Dickey County:**

<p><small>DocuSigned by:</small>    <hr/> <small>2Q4B829575B0405</small>  Commission Chair</p>	<p>12/28/2023  <hr/> Date</p>
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**For Foster County:**

<p><small>DocuSigned by:</small>    <hr/> <small>4ED577EB10A44D</small>  Commission Chair</p>	<p>12/29/2023  <hr/> Date</p>
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**For Griggs County:**

<p><small>DocuSigned by:</small>    <hr/> <small>35BAC6675C5E4D9</small>  Commission Chair</p>	<p>1/8/2024  <hr/> Date</p>
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**For LaMoure County:**

DocuSigned by:  
  
CE7717D4D4D045A  
Commission Chair

1/9/2024  
Date

**For Ransom County:**

DocuSigned by:  
  
5E059E55719243F  
Commission Chair

1/12/2024  
Date

**For Stutsman County:**

DocuSigned by:  
  
B011C8C9568904C3  
Commission Chair

1/11/2024  
Date

**For Traill County:**

DocuSigned by:  
  
35D2E75DD8484A8  
Commission Chair

1/11/2024  
Date

**For City of Fargo:**

DocuSigned by:  
  
FC7E592E9A2D4EF  
Mayor

1/17/2024  
Date

**For City of West Fargo:**

DocuSigned by:  
  
2AF75E5206884C6  
Mayor

1/17/2024  
Date

**For Youthworks:**

DocuSigned by:  
  
25818DB67A74E5  
Executive Director

1/17/2024  
Date

APPENDIX A

<b>Jurisdictions</b>	<b>Monthly Contribution<sup>1/</sup></b>	<b>Total Contribution</b>
Barnes County	NA	\$1,500
Cass County	\$7,916.70	\$95,000
Dickey County	NA	\$1,500
Foster County	NA	\$1,500
Griggs County	NA	\$1,500
LaMoure County	NA	\$1,500
Ransom County	NA	\$1,500
Stutsman County	NA	\$1,500
Trail County	NA	\$1,500
City of Fargo	\$3,333.33	\$40,000
City of West Fargo	\$2,916.70	\$35,000

1/ Monthly amount was rounded to the nearest cent.

APPENDIX B

## Grant Award Conditions

### 1

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

### 2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

### 3

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the



recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

#### **4**

##### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### **5**

##### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 6

### Employment eligibility verification for hiring under the award

#### 1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

#### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

#### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

##### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

##### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative

Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 7

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 8

### Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 9

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability

required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 10

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 11

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 12

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 13

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 14

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 15

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 16

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 17

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 18

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 19

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



## 27

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

### 30

#### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 31

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

### 32

#### Title II Performance Reports

The recipient shall submit annual performance reports. Performance reports shall be submitted after the end of the reporting period (October 1 - September 30), no later than December 30 of each year, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>.

### 33

#### Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

### 34

The grantee agrees that not later than 60 days after the date on which the award is made (or, if applicable, 60 days after OJJDP releases a grant condition requiring a revised state plan), the grantee shall make the state plan or amended plan required under 34 U.S.C. 11133(a), and submitted as part of the application for this award, publicly available, by posting it on the state's publicly available website.

### 35

The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should

attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.

### **36**

The recipient agrees that, as required by federal law (31 U.S.C. 1301(a)), the funds allocated to support its State Advisory Group (SAG) pursuant to 34 U.S.C. 11132(d) must be expended in a manner consistent with the purposes set forth at 34 U.S.C. 11133(a)(3)(B), (C), and (D). If the recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of 2 C.F.R. 200.454. The use of federal funds for 1) cash or in-kind contributions, 2) donations, or 3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by 2 C.F.R. 434 and 454.

### **37**

Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. 11101, et seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government. This prohibition applies also to an Acting Chair, or other person assuming the duties and responsibilities of the Chair, whether permanently or on a temporary basis.

### **38**

#### Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### **39**

#### Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

### **40**

#### "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

## 41

### Representation and agreement regarding funds in offshore accounts

In accepting this award, the recipient nonprofit organization --

(1) represents to the Department of Justice that it does not hold money in offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a), and agrees that it will not hold money in any such accounts for such a purpose during the period of performance of this award; and

(2) agrees that, if, during the period of performance of this award, the recipient learns that it does hold money in offshore accounts for such a purpose, it will immediately stop any further obligations of award funds, it will provide prompt written notification to OJP, and will resume (or permit presumption of) such obligations only if expressly authorized to do so by OJP.

## 42

### Non-profit organization recipient - Disclosure of process for determining compensation

For any year during the period of performance for this award as to which the recipient non-profit organization believes (or asserts) that it has satisfied the requirements of 26 C.F.R. 53.4958-6 (which relates to establishing or invoking a rebuttable presumption of reasonableness of compensation of certain individuals and entities), the recipient must make a prompt written disclosure to OJP that satisfies the requirements of this award condition.

(Under certain circumstances, a non-profit organization that provides unreasonably-high compensation to certain persons may subject both the organization's managers and those who receive the compensation to additional federal taxes. A rebuttable presumption of the reasonableness of a non-profit organization's compensation arrangements, however, may be available if the non-profit organization satisfied certain rules set out in Internal Revenue Service regulations with regard to its compensation decisions.)

Each disclosure required by this award condition must describe in pertinent detail the process used by the recipient non-profit organization to determine the compensation of its officers, directors, trustees, and key employees (together, "covered persons"). At a minimum, the disclosure must describe in pertinent detail --

(1) the composition of the body that reviews and approves compensation arrangements for covered persons;

(2) the methods and practices used by the recipient organization to ensure that no individual with a conflict of interest participates as a member of the body that reviews and approves a compensation arrangement for a covered person;

(3) the appropriate data as to comparability of compensation that is obtained in advance and relied upon by the body that reviews and approves compensation arrangements for covered persons;

(4) the written or electronic records that the recipient maintains as concurrent documentation of the decisions with respect to compensation of covered persons made by the body that reviews and approves such compensation arrangements, including records of deliberations and of the basis for decisions.

For purposes of this condition, the following terms and phrases have the meanings set out by the Internal Revenue Service for use in connection with 26 C.F.R. 53.4958-6: officers, directors, trustees, key employees, compensation, conflict of interest, appropriate data as to comparability, adequate documentation, concurrent documentation.

This condition implements a law that affects the program under which this OJP award is made. In accepting this award, the recipient acknowledges that, following receipt of an appropriate request, OJP may be authorized or required by law to make information submitted pursuant to this condition available for public inspection.

### **43**

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

### **44**

OJJDP- Title II - Withholding of funds for pending budget documentation

The recipient may not expend or draw down award funds until the recipient submits, and OJP reviews and approves, the required budget and budget narrative reflecting the total amount for the award, and an Award Condition Modification (ACM) has been issued to remove this award condition.

### **45**

Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) an Award Condition Modification (ACM) has been issued to remove this condition.

**CITY ATTORNEY**

Nancy J. Morris

②

**ASSISTANT CITY ATTORNEYS**

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

May 9, 2024

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

**RE: Amendment to 4-0101.1-When term of elective officers begins**

Mayor and Commissioners,

North Dakota Century Code § 40-15-03 was recently revised to specify that the term of an elected officer commences on July 1 of the year in which the officer is elected. The existing Fargo Municipal Code ordinance, § 4-0101.1 is not consistent in that it states the term of elective office commences "two weeks after the date of the election." Given changes in the canvassing timeline also dictated by statute, I am presenting for your approval a revision to the city of Fargo ordinance to reflect the revised state law.

**Suggested Motion:** I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 4-0101.1 of Article 4-01 of Chapter 4 of the Fargo Municipal Code relating to the General Provisions Governing City Officials and Employees.

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

Regards,



Nancy J. Morris

NJM/lmw

Enclosure

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 4-0101.1  
OF ARTICLE 4-01 OF CHAPTER 4 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE GENERAL PROVISIONS  
GOVERNING CITY OFFICIALS AND EMPLOYEES

1  
2 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance  
3 with Chapter 40-05.1 of the North Dakota Century Code; and,

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

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

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

10 NOW, THEREFORE,

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

12 Section 1. Amendment.

13 Section 4-0101.1 of Article 4-01 of Chapter 4 of the Fargo Municipal Code is hereby amended  
14 to read as follows:

15 4-0101.1. - When term of elective officers begins.

16 The term of each elective officer in the city of Fargo shall commence ~~two weeks after the date~~  
17 ~~of the election.~~ on July 1 of the year in which the officer is elected.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 2. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

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OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY  
Nancy J. Morris

3

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

May 9, 2024

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

RE: Amendment to 5-0406(1)-Terms of office

Mayor and Commissioners,

At your meeting on April 15, 2024, you approved a motion to direct an amendment to Fargo Municipal Code § 5-0406(1), establishing an end date for the terms of the Police Advisory and Oversight Board members of May 31. Reappointment or appointment of new members will be aligned with the selection of the Chair and Vice Chair.

**SUGGESTED MOTION:** I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 5-0406(1) of Article 5-04 of Chapter 5 of the Fargo Municipal Code relating to the Fargo Police Advisory and Oversight Board.

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

Regards,

*Nancy J. Morris*  
Nancy J. Morris

NJM/lmw

Enclosure

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 5-0406(1)  
OF ARTICLE 5-04 OF CHAPTER 5 OF THE  
FARGO MUNICIPAL CODE  
RELATING TO THE FARGO POLICE  
ADVISORY AND OVERSIGHT BOARD

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

5  
6 WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City  
shall have the right to implement home rule powers by ordinance; and,

7  
8 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home  
rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith  
and shall be liberally construed for such purposes; and,

9  
10 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to  
implement such authority by the adoption of this ordinance;

11 NOW, THEREFORE,

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

13 Section 1. Amendment.

14  
15 Section 5-0406(1) of Article 5-04 of Chapter 5 of the Fargo Municipal Code is hereby  
amended to read as follows:

16 **5-0406. - Terms of office.**

- 17  
18 1. Members of the Fargo Police Advisory and Oversight Board shall serve four-year terms.  
19 Members of the Board shall serve a term of four years. In order to establish staggered  
20 terms, appointments shall begin upon Ordinance adoption and formation and will include  
21 four (4) members for a four-year term, and three (3) members for a three-year term.  
22 Thereafter, all members shall be appointed for a four-year term. No member shall serve  
23 more than three terms, or 12 years, whether or not consecutive. Terms shall expire on  
May 31. Reappointment of an eligible existing member or new member shall be made by  
the City Commission prior to the selection of the Chairperson and Vice-Chairperson.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 2. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 4-0402  
OF ARTICLE 4-04 OF CHAPTER 4 OF THE FARGO MUNICIPAL CODE  
RELATING TO AUTHORIZING THE CITY COMMISSION TO APPROVE PROGRAM OF  
INTERFUND LOANS

1  
2  
3 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance  
4 with Chapter 40-05.1 of the North Dakota Century Code; and,

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

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

9 WHEREAS, it is the wish of the Board of City Commissioners to amend Section 4-0402 to  
10 codify the process for authorization of interfund borrowing and the Board deems it necessary and  
appropriate to do so by the adoption of this ordinance;

11 NOW, THEREFORE,

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

13 Section 1. Amendment.

14 Section 4-0402 of Article 4-04 of Chapter 4 of the Fargo Municipal Code is hereby amended  
15 to read as follows:

16 4-0402. - Treasurer to deposit city funds-Program of Interfund Loans-Interest to accrue to  
17 city.

18 The city treasurer shall organize his records and establish the various accounts and funds required  
19 by law in order to show the receipts, disbursements and balances in said accounts and funds. Said  
treasurer shall be authorized to hold and invest such funds as follows:

20 A. ~~He~~ The city treasurer may hold all funds of the city in one or several bank accounts in  
21 banking institutions approved in accordance with law; and

22 B. The city treasurer may advance or loan money from any accounts or funds otherwise  
23 legally available; provided that: (i) such loan or advance is authorized by resolution of the

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

board of city commissioners, which resolution may approve a program of interfund loans; and (ii) the terms and conditions for forgiveness or repayment of the advance or loan (including at a minimum, the principal amount, the interest rate or interest rate formula, and maximum term) are provided for in the authorizing resolution or program; and

C. He The city treasurer may from time to time, with the assistance of the city auditor, determine the expected cash needs of the city and may accordingly invest the funds of the city for short terms, depending upon the financial needs of the city as herein before determined; and

D. Such short-term investments may be in United States Treasury debentures or debentures guaranteed by the United States or the United States Treasury, as well as interest-bearing deposits of financial intermediaries which are approved according to law.

Any interest earned from the deposit or investment of any funds of the city shall accrue to and be paid over to the general fund of the city unless specifically prohibited by law for any particular fund or account. Any loans or advances pursuant to subsection B herein may be structured as draw-down or line-of-credit obligations of the lending fund.

Section 2. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 25-1504.1, OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1504.1 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

**25-1504.1. - License renewal.**

The holder of an existing license issued pursuant to the provisions of this article who desires to renew said license for another license year, shall ~~not be required to make and file a new application under the provisions of this section; provided, however, that said licensee submit a renewal application on a form prescribed by the City Auditor, including a Consent to Background Investigation form for all License Holders and General Manager(s), and shall further be required to make annual payment as provided in § 25-1507(F), and to submit a written request for renewal and an affidavit indicating the current name and address of the licensee, and~~ If said licensee is a form of business entity other than a sole proprietorship, the

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

following information must be provided:

- 1           A.     As to a licensee that is a corporation, the names and addresses of the resident  
2           manager, all corporate officers, and all shareholders holding more than 5% of  
3           the outstanding stock of the corporation.
- 4           B.     As to a licensee that is a limited liability company, the names and addresses of  
5           the resident manager, all managers or officers and all governors of the limited  
6           liability company, and all members holding more than a 5% membership or  
7           ownership interest in the company.
- 8           C.     As to a licensee that is a general partnership, the names and addresses of the  
9           general partners.
- 10          D.     As to a licensee that is a limited partnership, a limited liability partnership or  
11          limited liability limited partnership, the names and addresses of the resident  
12          manager, all general partners and all limited partners holding more than a 5%  
13          ownership interest in the company.
- 14          E.     As to a licensee that is any other form of business entity, the names and  
15          addresses of the resident manager, all officers and decision-makers who have  
16          authority to govern the business entity, and all owners holding more than a 5%  
17          ownership interest in the company. For purposes of this section, the requirement  
18          of providing ownership information for those with more than 5% ownership  
19          interest shall include ownership by any single natural person regardless of the  
20          form by which said natural person holds or owns said ownership interest.

21           The eCity Auditor may request any other information regarding the licensee as may be  
22           necessary or appropriate. ~~The affidavit shall be on a form to be prescribed by the city auditor's~~  
23           ~~office. The affidavit shall affirmatively disclose any change of ownership of the licensee~~  
          ~~business entity that would constitute an ownership transfer as defined in this article or, if there~~  
          ~~is no such change of ownership, shall affirmatively state there has been no such change. All~~  
          license transfers must be presented to the City Auditor at the time of transfer, and a  
          Background Investigation shall be completed on all License Holders and General Manager(s).  
          Any change in General Manager may be presented in advance of license renewal for approval  
          as an amendment. Failure to secure approval of the License Holder and General Manager(s)  
          may result in non-renewal of the license and suspension of operations.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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Section 2. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:



COMMISSIONER \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Regarding Ordinance Amendment Pertaining to Owner and General Manager Background Investigations and Implementation**

**WHEREAS**, City of Fargo amended Fargo Municipal Code §25-1504.1 to require all License Holders (Licensee or Owner) and the Licensees' General Manager(s) to be subject to background investigation and approval on a yearly basis; and

**WHEREAS**, Owners and General Managers at the time of enactment have not been required to provide information to the city of Fargo in the past, and may have held these roles and positions for many months or years before the effective date of the ordinance; and

**WHEREAS**, City of Fargo recognizes and appreciates that employment relationship and does not wish to impose a hardship with respect to the existing Licensees; and

**WHEREAS**, The requirement for Owner and General Manager background investigation and approval shall be prospective only and is intended to ensure that all persons working in the liquor establishment qualify under long standing existing criteria, such guidelines having been adopted by resolution on February 26, 2018, by the Board of City Commissioners of the City of Fargo.

**NOW, THEREFORE, BE IT RESOLVED** By the Board of City Commissioners of the City of Fargo that to ensure an orderly and fair transition to the required License Holder and

General Manager background investigation and approval at the time of license renewal the following implementation plan shall be adopted:

1. All License Holders shall be required to identify the General Manager(s) to the City Auditor in writing, on or before June 30, 2024.
2. License Holders and General Manager(s) identified on or before June 30, 2024, shall be grandfathered to the extent that no background investigation shall be implemented for the periods prior to the date of identification. In other words, License Holders and General Manager(s) identified by the License Holders employed on June 30, 2024, shall be grandfathered as approved by the board of city commissioners.
3. License Holders and General Manager(s) employed on June 30, 2024, identified who continue to hold the license or position at time of renewal shall be subject to background investigation to the date of identification, and on a yearly basis thereafter.
4. The Chief of Police or designee shall make a recommendation on each renewal application for approval or denial to the Liquor Control Board for recommendation to the board of city commissioners.
5. License Holders and General Manager(s) not previously identified on June 30, 2024, shall be required to complete a full background investigation, for recommendation by the Chief of Police or designee.
6. If a License Holder or General Manager is found to have any disqualifying criteria and the board of city commissioners denies the license renewal, the License shall be immediately suspended until such time as the License Holder submits an approved renewal application.
7. If at any time during the license year the License Holder has a change in General Manager(s), the Licensee may submit an amendment to the application or renewal application to secure board of city commission approval of the license amendment, including completion of the background investigation by the Chief of Police or designee. An amendment fee in the amount of \$100.00 shall be paid for the completion of the background investigation and presentation for approval, but no annual renewal fee shall be assessed at the time of amendment.
8. All amended applications remain subject to renewal at the designated time (adopted by separate resolution), including payment of fees and completion of the required background investigation for approval by the board of city commissioners.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

[DRAFT]

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

16

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN ERSKINE'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 rezoning of certain parcels of land lying in Erskine's Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on April 2, 2024; and,

WHEREAS, the rezoning changes were approved by the City Commission on April 29, 2024,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Fourteen (14) through Nineteen (19), Block BB, of Erskine's Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "MR-2", Multi-Dwelling, Residential, District and "SR-3", Single-Dwelling Residential, District to "P/I", Public and Institutional, District.

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

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 GAMING DIVISION  
 SFN 9338 (9-2023)

702

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

Games to be conducted  
 Bingo     Raffle     Raffle Board     Calendar Raffle     Sports Pool     Poker\*     Twenty-One\*     Paddlewheels\*

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.  
**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS**

**ORGANIZATION INFO**

Name of Organization or Group: *Hudson Longtin Benefit*      Dates of Activity (Does not include dates for the sales of tickets): *10-26-2024*

Organization or Group Contact Person: *Bethany Montplaisir*      E-mail: *bfroslic@gmail.com*      Telephone Number: *218-329-2328*

Business Address: \_\_\_\_\_      City: \_\_\_\_\_      State: \_\_\_\_\_      ZIP Code: \_\_\_\_\_

Mailing Address (if different): *2608 36 1/2 Ave S*      City: *Fargo*      State: *ND*      ZIP Code: *58104*

**SITE INFO**

Site Name: *El Zagal Shrine*      County: *Cass*

Site Physical Address: *1429 Third St N*      City: *Fargo*      State: *ND*      ZIP Code: *58102*

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)  
*10-26-2024*

**PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)**

Game Type	Description of Prize	Exact Retail Value of Prize
<i>Raffle Board</i>	<i>Yeti cooler - tundra, Yeti cups, alcohol</i>	<i>\$500.00</i>
Total (limit \$40,000 per year)		<i>\$ 500.00</i>

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds: *Medical Expenses*

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

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

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

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

Printed Name of Organization Group's Permit Organizer: *Bethany Montplaisir*      Telephone Number: *218-329-2328*      E-mail Address: *bfroslic@gmail.com*

Signature of Organization Group's Permit Organizer: \_\_\_\_\_      Title: \_\_\_\_\_      Date: *4-29-2024*



Page 46 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

(76)

Applying for (check one)
[X] Local Permit [ ] Restricted Event Permit\*
Games to be conducted
[ ] Bingo [X] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker\* [ ] Twenty-One\* [ ] Paddlewheels\*

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group: Red River VW Club
Dates of Activity (Does not include dates for the sales of tickets)
Organization or Group Contact Person: Randy Harwood
E-mail: biggdaddywood@hotmail.com
Telephone Number: 701-361-2378
Business Address: 4403 10th St. W
City: West Fargo
State: ND
ZIP Code: 58078

SITE INFO

Site Name: FM Convention and Visitors Bureau
County: Cass
Site Physical Address: 2001 44th St S
City: Fargo
State: ND
ZIP Code: 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle - 7/27/24

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Table with 3 columns: Game Type, Description of Prize, Exact Retail Value of Prize. Includes entries for 50/50 Raffle (Split cash prize, \$1000) and Raffle (Tailgate Bench, \$200). Total (limit \$40,000 per year) \$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: Club activities and charitable giving
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
[ ] Yes [X] No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
[ ] Yes [X] No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
[X] No [ ] Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
[ ] Yes [X] No

Printed Name of Organization Group's Permit Organizer: Randy Harwood
Telephone Number: 701-361-2378
E-mail Address: biggdaddywood@hotmail.com
Signature of Organization Group's Permit Organizer: [Signature]
Title: VP
Date: 4/17/24

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Type: Memorandum of Understanding

Location: Citywide

Date of Hearing: 5/6/2024

<u>Routing</u>	<u>Date</u>
City Commission	5/13/2024
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Memorandum of Understanding (MOU) with the City of West Fargo and the City of Moorhead for the procurement of an Engineering Consultant to complete a grant application for a Regional Transportation Management Center.

The City of West Fargo will take the lead on procuring the Consultant and the City of Fargo and the City of Moorhead will cost share. The anticipated cost for each city is estimated at \$15,000. The Consultant will complete a RAISE Grant Application for a \$2m planning study for a Regional Transportation Management Center. Our local share will be funded by Street Sales Tax Funds.

Staff is recommending approval of the MOU with the City of West Fargo and the City of Moorhead.

On a motion by Nicole Crutchfield, seconded by Brenda Derrig, the Committee voted to recommend approval of Memorandum of Understanding with the City of West Fargo and the City of Moorhead.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Memorandum of Understanding with the City of West Fargo and the City of Moorhead.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Street Sales Tax Funds

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
Tom Knakmuhs, P.E.  
City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC

**From:** Jeremy Gorden, PE, PTOE  
Division Engineer - Transportation

**Date:** April 30, 2024

**Re:** Memorandum of Understanding with the City of West Fargo and the City of Moorhead for Consultant Assistance with Grant Application for Planning Regional Transportation Management Center

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**Background:**

I have attached a Memorandum of Understanding (MOU) with the City of West Fargo and the City of Moorhead as it relates to procuring an Engineering Consultant to complete a grant application for a Regional Transportation Management Center. The City of West Fargo will take the lead on procuring the Consultant and the City of Fargo and the City of Moorhead will cost share. The anticipated cost for each city is estimated at \$15,000. The goal is to have the Consultant complete a RAISE Grant Application for a \$2m planning study for a Regional Transportation Management Center. The application is due to Federal Highway this fall. Our local share will be funded by Street Sales Tax Funds.

**Recommended Motion:**

I recommend approval of this MOU with the City of West Fargo and the City of Moorhead, and to forward to the City Commission for final approval.

JMG/klb  
Attachment



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (the “MOU”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the city of Fargo, North Dakota, a municipal corporation (hereinafter referred to as “Fargo”), the city of Moorhead, Minnesota, a municipal corporation (hereinafter referred to as “Moorhead”) and the city of West Fargo, North Dakota, a municipal corporation (hereinafter referred to as “West Fargo”) (collectively, the “Parties”).

**WHEREAS**, West Fargo will be contracting a consultant to study a Transportation Management Center and create grant application materials; and

**WHEREAS**, Fargo, Moorhead, and West Fargo have an interest the creation of a Transportation Management Center; and

**WHEREAS**, Fargo, Moorhead, and West Fargo agree that coordination of the entities’ planning efforts will foster efficiency and will likely result in cost savings for all cities; and

**WHEREAS**, the parties have agreed on a cost-sharing basis for this project and wish to commit their agreement to writing.

**NOW, THEREFORE**, it is hereby agreed upon between the parties as follows:

1. Purpose. This MOU is made pursuant to N.D.C.C. § 54-40-1(2), which authorizes the joint and cooperative exercise of power common to the contracting parties regarding road, bridge and related traffic equipment. The intent of this MOU is to increase efficiencies with respect to the oversight of the Project, and to prevent delays with respect to the scheduling of work for the Project. This MOU does not create a separate political subdivision.
2. Term. The term of this MOU is for approximately two (2) years commencing on the Effective Date of this MOU and ending July 1, 2026 (hereinafter the “Original Term”).
3. The Project. West Fargo will hire a consultant to complete a study and provide grant application materials for a federal no-match grant for planning dollars for a region wide Transportation Management Center. The study will be a continuation of a previous study from Upper Great Plains Transportation Institute and consultant will be tasked with creating materials for the grant application. Fargo and Moorhead will reimburse West Fargo for the Project as described in this MOU.
4. Lead on the Project. West Fargo will act as the lead on this project and will be the entity that signs a contract with the consultant and will be responsible for direct communication.
5. Cost Share. All parties will equally split expenses for the Project. West Fargo will invoice Fargo and Moorhead for the Project. The maximum cost of the Project is estimated to be \$45,000. Each party is responsible for up to \$15,000.
6. Cooperation. The parties will execute other reasonable documents and agreements as necessary to accomplish the objectives of this MOU.

7. Release and Waiver. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each Party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that Party, its agents, employees or designees are conducting work pursuant to this MOU and each Party releases the other Party, its officers, employees, agents or designees relating to or arising out of that parties' agents, employees or designees work pursuant to this MOU, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time, and each Party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this MOU.
  
8. Notice. Any notice or election required or permitted to be given or served by any Party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:                      City of Fargo  
   Attn: City Auditor  
   Fargo City Hall  
   225 Fourth Street North  
   Fargo, ND 58102

If to Moorhead:                      City of Moorhead  
   Attn: City Manager  
   Moorhead City Hall  
   500 Center Ave  
   Moorhead, MN 56560

If to West Fargo:                      City of West Fargo  
   Attn: City Administrator  
   800 4th Ave E, Suite 1  
   West Fargo, ND 58078

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any Party may change its address for service of notice in the manner specified in this MOU.

9. Time of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.
  
10. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the matters contained herein. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and

conditions set forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

11. Amendments. 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.
12. No Forbearance. The failure or delay of any Party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this MOU, or the right to enforce each and every term of this MOU.
13. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this MOU.
14. Binding Effect. All covenants, agreements, warranties and provisions of this MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.
15. Governing Law. This MOU has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
16. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any Party to this MOU.
17. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.
18. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.
19. Severability. In the event that any term, part, or provision of this MOU is held to be invalid or unenforceable, all other terms, parts, and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable term, part, or provision severed from the remainder of this MOU.
20. Government Immunity. The Parties to this MOU are all political subdivisions and by entering into this MOU the Parties do not waive any governmental immunity or limitations of liability by entering into this MOU and specifically retain all immunities and defenses as set forth in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04 and all other applicable law. Nothing herein shall be deemed a waiver of by any Party of the limits of the liability set forth in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04. Designations of venue,

choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.

21. Execution in Counterparts; Electronic Signatures. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

*[Signatures contained on the following pages.]*

CITY OF FARGO, NORTH DAKOTA

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

BY: \_\_\_\_\_  
Steven Sprague, City Auditor

*[Signatures continued on the following page.]*


CITY OF MOORHEAD, MINNESOTA

BY: \_\_\_\_\_  
Shelly Carlson, Mayor

BY: \_\_\_\_\_  
Dan Mahli, City Manager

*[Signatures continued on the following page.]*

CITY OF WEST FARGO, NORTH DAKOTA

BY:   
Bernie Dardis, President of the Board of City  
Commissioners

BY:   
Dustin Scott, City Administrator

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. QR-23-A0 Type: Contract Amendment #1
Location: North Broadway Bridge Date of Hearing: 4/22/2024

Routing Date
City Commission 5/13/2024
PWPEC File X
Project File Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding Amendment #1 in the amount of \$19,414.00 for additional work.

Staff is recommending approval of Amendment #1 in the amount of \$19,414.00, bringing the total contract amount to \$218,915.00.

On a motion by Steve Sprague, seconded by Susan Thompson, the Committee voted to recommend approval of Amendment #1 to Houston Engineering, Inc.

RECOMMENDED MOTION: With the recommendation of PWPEC and approval of Amendment #1 in the amount of \$19,414.00, bringing the total contract amount to \$218,915.00 to Houston Engineering, Inc.

PROJECT FINANCING INFORMATION
Recommended source of funding for project Sales Tax

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

Table with 4 columns: COMMITTEE, Present, Yes, No, Unanimous. Rows include Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Brenda Derrig, Assistant City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Tom Knakmuhs, City Engineer; Susan Thompson, Finance Director.

ATTEST:

C: Kristi Olson

Signature of Tom Knakmuhs, P.E.
Tom Knakmuhs, P.E.
City Engineer



# Memorandum

**To:** Members of PWPEC

**From:** Jeremy Gorden  
Division Engineer - Transportation

**Date:** April 17, 2024

**Re:** Approval of Contract Amendment No. 1 for Houston Engineering, Inc.  
North Broadway Bridge Feasibility Study  
Project No. QR-23-A0

---

**Background:**

I've attached Contract Amendment #1 with Houston Engineering, Inc. for additional services for this project. The feasibility study was completed in February and we requested Houston submit the Bridge Replacement Project Application with the Federal Highway Administration, and that is what this amendment covers. The amendment is for **\$19,414**. I support approval of this scope of services and associated fee.

Houston's contract value today is \$199,501, and this amendment will bring it to \$218,915. This project will be completed by May 15, 2024.

**Recommended Motion:**

Approval of Contract Amendment #1 from Houston, Inc. for additional services associated with this project.

JMG/klb  
Attachment

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated January 11, 2023 (“Agreement”), Owner and Engineer agree as follows:

**1. Specific Project Data**

- A. Project Title: N Broadway Bridge Feasibility Study
  
- B. Description: This Task Order is for determining feasible design options for replacing this bridge over the Red River.

**2. Services of Engineer**

- 3. Services to be completed by the Engineer are as specified in the proposal submitted by Houston dated June 15, 2023. Proposal is attachment A of this Task Order.

**4. Owner’s Responsibilities**

Owner shall have those responsibilities set forth in Master Services Agreement dated January 11, 2023.

**5. Times for Rendering Services**

Phase	Completion Date
Phase 1: Feasibility Study	<b>December 1, 2023</b>
Phase 2: BIP Grant Application	<b>May 15, 2024</b>
Phase 3:	

**6. Payments to Engineer**

- A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1:	Hourly Not to Exceed	\$199,501
Phase 2:	Hourly Not to Exceed	\$ 19,414
Phase 3:	Hourly Not to Exceed	
		<b>Total Services = \$ 218,915</b>

- B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

**7. Attachments**

- Attachment A – Proposal submitted by Houston dated June 15, 2023.
- Attachment B – Commission ROA dated June 26, 2023.
- Attachment C – Amendment #1 Proposal by Houston dated April 2, 2024.
- Attachment D – Commission ROA dated April 29, 2024.

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

The Effective Date of this Task Order is June 26, 2023.

Owner:

Engineer:

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

By:  \_\_\_\_\_  
Digitally signed by Jeremy McLaughlin, VP  
Date: 2024.04.17 16:59:16-05'00'

Name: Dr. Tim Mahoney

Name: Jeremy McLaughlin, PE

Title: Mayor

Title: Sr Project Manager/VP

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Jeremy Gorden, PE

Name: Jeremy McLaughlin, PE

Title: Transportation Division Engineer

Title: Sr Project Manager/VP

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission



April 2, 2024

Jeremy Gorden  
City of Fargo  
200 North 3rd St  
Fargo, ND 58102

**Project: North Broadway Bridge Feasibility Study  
Prepare Grant Submittal  
HE Project No. 6059-0213**

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

This task order is for the preparation of a Bridge Investment Program (BIP) grant submittal to the US Department of Transportation. The City of Fargo requested that Houston Engineering, Inc. prepare a grant, along with the supporting documentation to submit the bridge project through Grants.gov for a BIP grant.

The scope of work involved completing the following:

- Complete project narrative
- Complete the project documentation required for submittal
- Update and submit the Benefit Cost Analysis (BCA)
- Assist with submittal of application through grants.gov

**PROPOSED PROJECT FEE**

Previous project budget:	\$199,501.00
Work to complete and submit grant:	<u>\$19,414.00</u>
Updated Contract Total:	\$218,915.00

Previously Invoiced:	\$196,880.25
Current AR (Invoice 69836):	\$17,418.00
Remaining Invoice	<u>\$4,616.75</u>
	\$218,915.00

Sincerely,

HOUSTON ENGINEERING, INC.

Jeremy McLaughlin, PE  
Sr Project Manager | VP  
Direct: 701.499.2065  
[jmclaughlin@houstoneng.com](mailto:jmclaughlin@houstoneng.com)

H:\JBN\6000\6059\6059\_0213 North Broadway Bridge Feas+VPM\Scope and Fee\Draft Scope and Fee.docx



May 7, 2024

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

**Re: Purchase Agreement – Project #NR-25-B1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement document for the fee acquisition of property in association with Project #NR-24-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the fee acquisition of property from the Union of Sisters of the Presentation of the Blessed Virgin Mary United States Province in association with Project #NR-25-B1.

Please return a copy of the signed purchase agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Shawn G. Bullinger'.

Shawn G. Bullinger  
Land Acquisition Specialist

C: Nathan Boerboom  
Kasey McNary

## PURCHASE AGREEMENT

This PURCHASE AGREEMENT is made and entered into by and between the City of Fargo, a North Dakota municipal corporation, 225 2nd Street North, Fargo, North Dakota 58102, as Buyer, and Union of Sisters of the Presentation of the Blessed Virgin Mary United States Province, a North Dakota nonprofit corporation, 5300 12th Street South, Unit 110, Fargo, North Dakota 58104, as Seller.

Seller and Buyer hereby agree as follows:

1. Real Estate. Seller hereby agrees to sell, and Buyer hereby agrees to purchase the following described real property located in Cass County, North Dakota ("Property"):

Lot 3, Block 1, Presentation Addition to the  
City of Fargo, Cass County, North Dakota

The property is commonly known as 3000 11th Street South, Fargo, ND 58103.

2. Purchase Price. Seller and Buyer agree that the purchase price for said Property shall be the sum of Five Hundred Ninety-Three Thousand Dollars and no/100 (\$593,000.00). The Purchase Price is to be paid to Seller at closing in cash or certified funds and upon delivery of a Warranty Deed warranting title and conveying the Property to Buyer, free and clear of all liens and encumbrances, except all covenants, conditions, restrictions, reservations of mineral rights, easements, and right of ways of record.

3. Risk of Loss. All risk of loss or damage to the Property prior to the Closing Date, including, without limitation, loss by fire, windstorm, or other casualty (collectively, a "Casualty") or by condemnation, eminent domain or similar proceedings or threat thereof (collectively, a "Taking"), shall rest with Seller. If, prior to the Closing Date, the Property is the subject of a Casualty or Taking, Seller shall give Buyer written notice thereof and Buyer shall have the option, exercisable on or before the Closing by written notice to Seller, to elect to either: (i) renegotiate any and all terms of this Agreement; (ii) accept title to the Property without any reduction of the Purchase Price, in which event, at the Closing, Seller shall assign to Buyer (and Seller shall deliver to Buyer any monies received by Seller) any insurance or condemnation proceeds payable to Seller or its successors or assigns by reason of such Casualty or Taking; or (iii) terminate this Agreement.

In the event Buyer shall fail to exercise any such option, Buyer shall be deemed to have elected the option set forth in the foregoing clause (ii).

4. Closing Date. Closing shall take place as soon as practicable and as agreed to by the parties hereto, but not sooner than September 1, 2024. Buyer shall take possession of the real estate on the day of Closing.

5. Default. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice thereof to Buyer. If Buyer fails to cure such default within thirty (30) days after notice of cancellation, then this Agreement will terminate, and upon such

termination Seller may pursue any damages incurred. If Seller defaults under this Agreement, Buyer shall give Seller written notice of such default, and if Seller fails to cure such default within fifteen (15) days following such notice, Buyer shall have the option to elect to (i) terminate this Agreement, or (ii) pursue an action for specific performance of this Agreement and any damages available at law or in equity.

6. Taxes and Assessments. Real estate taxes and installments of special assessments for 2024 shall be prorated between Buyer and Seller, based on the most current tax information available from the County Treasurer, as of the date of Closing.

7. Abstract. Seller shall furnish Buyer, at least 30 days prior to closing, a duly certified abstract of title to the Property. The Buyer shall have the abstract updated and then shall have 10 days after receiving the updated abstract to examine the abstract of title and within said period of time shall promptly notify Seller of all objections thereto in writing. If the title to the Property is unmarketable, the Seller shall have a period of 30 days within which to correct title thereto to the satisfaction of Buyer. If title of the Property is unmarketable and cannot be made marketable within said period of thirty (30) days or such further time as may be extended by Buyer, Buyer at its option shall be entitled to rescission of this Agreement.

8. Delivery of Leases. Seller shall deliver to Buyer, within ten (10) days following the complete execution of this Agreement by both parties, copies of all leases and rental contracts for the Property and such other information and documents as reasonably requested by Buyer with respect to the Property, to the extent possessed by or under Seller's control.

9. Warranties. Seller conveys the real estate, buildings and all personal property, if any, at the time of closing "as is" and "where is". Buyer also acknowledges that it is taking the Property subject to all building and zoning laws, ordinances, restrictions relating to the use and improvements of premises, utility and drainage easements.

10. Closing Costs. As specifically agreed between the parties:

Seller agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of recording any instrument required to clear title including but not limited to satisfaction of prior liens and encumbrances; and
- b. Its own attorney's fees.

Buyer agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of survey, if necessary;
- b. Cost of updating abstract of title;
- c. Cost of recording the Warranty Deed;
- d. Cost of preparing this Agreement and the Warranty Deed;

- e. Cost of obtaining a Title Opinion;
- f. Its own attorney's fees; and
- g. Any closing fees.

Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the event that Buyer requires title insurance, the cost thereof shall be entirely paid by Buyer with the exception of the furnishing of a continued abstract by Seller.

11. Notice. All notices given or required to be given under this Agreement shall be in writing and sent by U.S. Certified Mail, return receipt requested, postage prepaid, or by electronic mail, read receipt requested, to the following addresses: If to Buyer, notices shall be sent to City of Fargo – Engineering Department, Attn: Shawn Bullinger, 225 4th Street North, Fargo, ND 58102, and, if to Seller, notices shall be sent to Sister Marilyn Omieczynski, 5300 12th Street South, Unit 113, Fargo, ND 58104. Such notices shall be deemed delivered on the day which they were received.

12. Attorney's Fees. In the event of any litigation proceedings between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses, including any fees and expenses incurred in connection with appeals, in connection with any such proceeding.

13. Entire Agreement. This Purchase Agreement shall constitute the entire agreement between Seller and Buyer and supersedes any and all other written or oral agreements between Seller and Buyer. This Purchase Agreement may be modified only in writing signed by Seller and Buyer.

14. Binding Effect. This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. Governing Law. This Purchase Agreement shall be governed by the laws of the State of North Dakota.

16. Additional Instruments and Further Assurances. The parties agree from time to time, upon written request, to execute and deliver such other instruments of transfer, assignment, and conveyance and to take such other action as either party may reasonably request to more effectively vest ownership of the Property in Buyer and to put Buyer in possession of all the Property. Both parties agree to, from time to time, execute and deliver to the other party such additional instruments and to take such additional actions as either party may reasonably request to evidence the covenants, agreements, and obligations of the parties hereunder.

17. Construction. Each party recognizes that this Agreement is a legally binding contract and acknowledges that it, he or she has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against any party on the basis of that party being the drafter of such terms. Each party represents that they are an equal drafter of this Agreement and no ambiguity shall be construed against any party.



18. Counterparts. This Agreement may be executed in counterparts. In order to expedite the transaction contemplated herein, signatures sent by .PDF via e-mail may be used in place of original signatures on this Agreement or any other document or agreement in this transaction, other than those to be recorded in the public records. Seller and Buyer intend to be bound by the signatures on each .PDF document, are aware that the other party will rely on the .PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement or any other such document based on the form of signature.

19. Time. Time is of the essence of each provision of this Agreement and of all the conditions thereof.

20. Partial Invalidity. If any portion of this Agreement shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, so long as the transaction contemplated hereby may be consummated in accordance with the surviving provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SELLER:**

**Union of Sisters of the Presentation of the Blessed  
Virgin Mary United States Province**



6May, 2024  
Date: \_\_\_\_\_

By: Marilyn Omieczynski  
Its: USA Unit Leader

**BUYER:**

**City of Fargo, North Dakota  
a municipal corporation**

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

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

**ATTEST:**

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

12

Improvement District No. BN-23-J1

Type: Early Building Permit

Location: 3601 46 Ave N

Date of Hearing: 5/6/2024

<u>Routing</u>	<u>Date</u>
City Commission	5/13/2024
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, regarding a request for an Early Building Permit from Valor Construction for a building at 3601 46<sup>th</sup> Avenue North.

The applicant has filled out the application and agreement. The applicant has worked with Engineering and will provide their own access throughout construction. As part of the permit, the applicant has provided a check that will provide as a deposit that can be used to repair any impacts from the site construction to the municipal projects. This lot has 1,405' of frontage; therefore, their deposit will be \$20,100.

Staff is recommending approval of the Early Building Permit and Application.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the Early Building Permit and Application for a building at 3601 46<sup>th</sup> Avenue North.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Early Building Permit request for a building at 3601 46<sup>th</sup> Avenue North.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A


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

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
Tom Knakmuhs, P.E.  
City Engineer

## Memorandum

**To:** Members of PWPEC

**From:** Jason Satterlund, Project Manager

**Date:** May 1, 2024

**Re:** Improvement District No. BN-23-J1 - Early Building Permit  
Industrial Building at 3601 46<sup>th</sup> Avenue North (Lot 1, Block 1, 46<sup>th</sup> Avenue  
Industrial Park Addition)

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### Background:

Attached you will find a request for an Early Building Permit from Valor Construction for a building at 3601 46<sup>th</sup> Avenue North.

Bids for Improvement District No. BN-23-J1 were opened on March 13, 2024 and awarded at City Commission on March 18, 2024. Underground utilities are to be completed and tested by July 1, 2024 with a paving completion date of August 15, 2024.

The Applicant has filled out the application and agreement. The Applicant has worked with Engineering and will provide their own access throughout construction.

As part of the Early Building Permit, the Applicant has provided a check that will provide a deposit that could be used to repair any impacts from the site construction to the municipal projects. This lot has 1,405' of frontage; therefore, their deposit will be \$20,100.00.

### Recommended Motion:

I recommend that the Public Works Project Evaluation Committee approve the Early Building Permit request for 3601 46<sup>th</sup> Avenue North.

JTS/klb

C: Thomas Knakmuhs  
Christine Goldader  
Matt Bruggeman

APPLICATION FOR EARLY BUILDING PERMIT

The City of Fargo has agreed to allow building activity prior to completion of municipal utilities as listed below:

1. General Location: 3601 46<sup>th</sup> Avenue North
2. Utility Completion Date (Sanitary Sewer, Water, Storm): July 1, 2024
  - a. Occupancy will not be allowed prior to this date.
3. Paving Completion Date: August 15, 2024
  - a. City accepts no responsibility for site access prior to this date.
4. Site Plan Project Engineer: Andrew Thill  
Phone: 701-235-0199 ext. 111  
Email: AThill@Lowryeng.com

**Request for Building Permit**

- A. Location: NE Corner 37<sup>th</sup> Street N and 46<sup>th</sup> Ave. N.
- Lot: Lot 1
- Block: Block 1
- Addition: 46<sup>th</sup> Avenue Industrial Park Addition
- Address: 3601 46<sup>th</sup> Avenue North
- Permit Request – Footage Adjacent to Infrastructure Request (LF): 1405
- a. Minimum amount of Five Thousand Dollars (\$5,000.00) or \$20.00 per foot adjacent to the infrastructure request covered by the permit application, whichever is greater.

B. Required Documents

1. Fill out Application for Early Building Permit.
2. Submit complete site plan drawings showing detailed locations of all utility stub outs (sanitary sewer, water, and storm sewer) and driveways.
3. Building and utility stub out elevations

4. As-built drawings showing actual utility stub out locations and elevations (after installation).

C. Provisions

1. Access

- a. Access to construction sites will not be on the public right-of-way under most conditions during the sewer and water construction. The City contractor will not be required to maintain access for the builders. Also, parking on the public right-of-way will not be permitted. The City contractor will have total control of the right-of-way during sewer and water construction.
- b. City accepts no responsibility for site access prior to paving completion date.

2. Sewer and Water Services

- a. Builders will not be allowed to hook up to the City sewer and water services until after the project is complete.
- b. Builders shall stub out sewer and water services a distance of not to exceed 5-feet from building.
- c. Builders to verify depth and location of sewer and water service stub outs for buildings with City Engineering Department. As-built drawings required.
- d. After City mains have been installed and tested, the builder shall complete service installation and connections along with appropriate permits and inspections. The City contractor will not hook up sewer and water services to building stub outs. This is not part of his contract. The builder may privately negotiate such work with City contractor. Builder and contractor accept responsibility for necessary permits and inspections.

3. Occupancy will not be allowed until after utility installation is complete. Access prior to paving completion shall be the sole responsibility of builder/occupant.

4. Other utilities such as gas, electric, telephone and cable TV will not be installed until municipal utility installation is complete.

Application for Early Building Permit  
Page 3

D. Signatures (All required)

	Property Owner	Builder	Company Connecting to COF Infrastructure
Name	County 20 Storage & Transfer	Valor Contracting, LLC	Undetermined
Address	4083 37th St N Fargo, ND 58102	300 23rd Ave E, Suite 300 West Fargo, ND 58078	
Telephone	(701) 388-3640	(701) 426-9941	
Email	kurt@skylogistics.com	jbaneck@buildwithvalor.com	
Signature		 <small>Digitally signed by Joshua T. Baneck Date: 2024.04.23 15:43:29 -0500</small>	
Date	04/23/2024	04/23/2024	

E. Approval

City of Fargo Project Engineer:  Date: 4-25-2024

**AGREEMENT**

**EARLY BUILDING PERMIT**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4<sup>th</sup> Street North, Fargo, North Dakota 58102, hereinafter referred to as "City", and the undersigned person, firm or corporation, hereinafter referred to as "Builder".

**WITNESSETH:**

**WHEREAS**, City does not ordinarily issue building permits until sewer and water main connections are functional; and,

**WHEREAS**, for large building projects (commercial, industrial and multi-family [8-plex or greater]), it has been determined that permits may be issued prior to completion of said underground utilities; and,

**WHEREAS**, installation of utilities and paving can take place during the time said building projects are under way;

**WHEREAS**, City requires a cash deposit as one of the conditions for granting early building permits, said deposit to be utilized, if necessary, to reimburse City for any costs relating to Builder's, his or its developers', agents' or subcontractors' activities under the early building permit; and,

**WHEREAS**, City requires an agreement with Builder relative to the issuance of early building permits.

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

1. City has agreed, or by execution of this agreement, does agree, that an early building permit be issued to Builder for the project therein stated and as listed below.

2. In consideration of the issuance of said early building permit for the project therein stated, Builder agrees to deposit with City a cash deposit or letter of credit in the minimum amount of Five Thousand Dollars (\$5,000.00) or \$20.00 per front foot of lot covered by the permit, whichever sum is greater. Said cash deposit may be utilized by City to reimburse City for any building site impact or any impact the building project may have on municipal projects, including utilities or paving. Said cash deposit may, among other things, be used for corrective measures such as debris removal, drain maintenance, damages caused by unauthorized access, and cleaning



adjacent streets impacted by building construction. It is specifically understood and agreed by Builder that such list is not exclusive and said deposit may be used for any costs or damages City may incur due to Builder's activities under the early building permit forming the subject of this agreement.

3. Builder expressly agrees and recognizes the City of Fargo policy on early building permit waivers. Builder recognizes and agrees that the only eligible building projects for such waivers are commercial, industrial and multi-family (8-plex or greater). Builder agrees to or has furnished to City a building site plan drawing showing access points and exact service utility connections required, such as sanitary sewer, water sewer service, storm sewer and the like. Builder has indicated or will indicate specifically the following:

- a. Site access to the building that will not impact municipal utilities/paving installation.
- b. Temporary measures to address nonfunctional sewer, water and storm sewer on the building site.
- c. Building construction and occupancy schedule.
- d. Contact person for notification including name, address and phone.

4. City agrees to provide 48-hour notification to Builder prior to project start-up for installation of utilities or paving so as to allow Builder to clear right-of-way for such public construction. Builder agrees, however, that during construction, City shall only be required to give a 2-hour notification for various aspects of the project.

5. Builder agrees to indemnify and hold City harmless for any delays in municipal projects (i.e. utilities or paving) resulting from Builder's activities including, but not limited to, site interference, storage of construction materials, or the like.

6. Builder understands and accepts all risks of proceeding with the building project in advance of the installation and operation of the municipal improvements. Builder waives, for itself and successors, any and all claims for damages against City as a result of any delay in the

installation of the municipal projects, for whatever reason. City will enter into a standard contract for the municipal project; Builder is not a third party beneficiary of that contract and has no rights thereunder.

7. Builder agrees to acquire any easements deemed necessary for site access to the building site and City shall have no responsibility in this regard. Builder further understands and agrees that without installation of streets there is limited access to the site for fire and police protection. Builder agrees to be responsible for any access limitations resulting from the same.

8. Any cash deposit or letter of credit remaining unused upon completion of the paving project (thus completing the public construction) shall be returned to Builder upon application.

9. The project and project location are as follows:

Description: 46<sup>th</sup> Avenue Industrial Building (west)

Location: 3601 46<sup>th</sup> Avenue North

**IN WITNESS WHEREOF**, the parties have entered into this agreement the day and year first above written.

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

Approved by Fargo City Commission on the \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Approved by Public Works Projects Evaluation Committee on the \_\_\_\_ day of \_\_\_\_\_, 2024.

5/7/24  
Date

  
Tom Knakmuhs, City Engineer

4/23/24  
Date

  
Builder, Title

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

13

Improvement District No.: BN-27-A1  
NDDOT Project No.: FTF-IM-8-029(213)069

Type: Preliminary Engineering Reimbursement Agrmt

Location: 40<sup>th</sup> Ave N & I-29

Date of Hearing: 5/6/2024

<u>Routing</u>	<u>Date</u>
City Commission	5/13/2024
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Preliminary Engineering Reimbursement Agreement with the NDDOT for the I-29 and 40<sup>th</sup> Avenue North Interchange Reconstruction Project slated for 2027 or 2028.

Staff is recommending approval of the Preliminary Engineering Reimbursement Agreement with the NDDOT.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Preliminary Engineering Reimbursement Agreement with the NDDOT.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Preliminary Engineering Reimbursement Agreement with the NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: \_\_\_\_\_ Special Assessments \_\_\_\_\_


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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
Tom Knakmuhs, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC

**From:** Jeremy Gorden, PE, PTOE  
Division Engineer - Transportation

**Date:** April 29, 2024

**Re:** Preliminary Engineering Reimbursement Agreement with NDDOT  
City of Fargo Improvement District No. BN-27-A1  
NDDOT Project No. FTF-IM-8-029(213)069

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**Background:**

I have attached a "Preliminary Engineering Reimbursement Agreement" from the NDDOT for the I-29 and 40<sup>th</sup> Avenue North Interchange Reconstruction Project they have slated for 2027 or 2028 construction.

The NDDOT conducts interviews with Consulting Engineers for each project, selects the most qualified firm, and then determines a maximum value for engineering fees for the work, but does not enter into a contract for that amount. What they do is break the work into 3 phases; the first is the scoping phase, the second is the environmental document and preliminary design phase, and the third is final design. When the engineering work begins, the selected consultant puts a scope and fee together for just phase 1, and that value is what the contract is worth. This phase allows the Consultant to gather additional information, hold a scoping meeting, conduct a field review and conduct an initial preliminary survey. This information gathering allows the Consultant to put together a more refined scope and fee for phase 2. At that point, the NDDOT amends the contract and adds this fee to the phase 1 fee. They do this same concept for putting together the scope and fee for phase 3.

Stantec was selected by the NDDOT Selection Committee last year and has the contract for the project with the NDDOT through phase 2.

This Agreement is basic in nature and what it does is state to the NDDOT that we are 100% on board with this project, that we are a partner with them on this important project, but if for whatever reason the City unilaterally and voluntarily stops and terminates the project, we will reimburse the NDDOT for any and all costs that have been incurred for the project. I don't foresee this ever occurring, so I'm confident that this Agreement will be just a formality.

I have attached a copy of the "Preliminary Engineering Reimbursement Agreement" for review.

**Recommended Motion:**

Approval of the "Preliminary Engineering Reimbursement Agreement" with the NDDOT to be signed by Mayor Mahoney and returned to the NDDOT.

JMG/klb  
Attachment

**MEMO TO:** Ronald J. Henke  
Director

**FROM:** Johnson, Michael E.

**DATE:** 04/12/2024

**SUBJECT:** FTF-IM-8-029(213)069, PCN 23596

This is the PE reimbursement agreement between NDDOT and the city of Fargo. This agreement provides an opportunity for the City to commit their support to NDDOT in advancement of the subject project.

If there are any questions, please contact Michael Johnson at 701-328-2118.

38/mej

DocuSign Workflow:  
Stacey Hanson, LGD Review  
Paul Benning, LGD Signature  
Shannon Sauer, Finance  
Tom Knakmuhs, City Engineer  
City Attorney  
City Auditor  
Mayor or President of Commission  
Michael Johnson, LGD Review  
Clint Morgenstern, Legal  
Chad Orn, DDP

**North Dakota Department of Transportation  
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and city of Fargo, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with the reconstruction of the Exit 69 (40<sup>th</sup> Avenue North) interchange in north Fargo; and;

WHEREAS, the City agrees that the project be developed in accordance with NDDOT policies and with the scope of work identified in Attachment A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

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

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



Executed by the city of Fargo, at Fargo North Dakota, the last date below signed.

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

City of Fargo

Dr. Timothy J. Mahoney

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\* Mayor  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

ATTEST:

Steve Sprague

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

Paul Benning

\_\_\_\_\_  
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Paul Benning  
\_\_\_\_\_  
SIGNATURE

04/12/24  
\_\_\_\_\_  
DATE

SH

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

SS

\*Mayor or President City Commission

CLA 17057 (Div. 38)  
L.D. Approved 7-17-89; 10-23



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

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

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





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

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

**Pertinent Non-Discrimination Authorities:**

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



## Risk Management Appendix

**Routine\* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:****Parties:** **State** – State of North Dakota, its agencies, officers and employees**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

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

- 1) **Commercial general liability and automobile liability insurance** – minimum limits of liability required of the Governmental Entity are **\$406,250 per person and \$1,625,000 per occurrence**. The minimum limits of liability required of the State are **\$406,250 per person and \$1,625,000 per occurrence**.
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.**

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

\*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007  
Revised 11-23



# RECONSTRUCTION

Project No.

PCN

8-029(213)069

23596

I-29 and 40th Avenue North Interchange (Exit 69)



DECISION DOCUMENT

Prepared by

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
BISMARCK, NORTH DAKOTA

<http://www.dot.nd.gov/>

DIRECTOR  
Ronald J. Henke, PE

PROJECT DEVELOPMENT DIRECTOR  
Jon Ketterling, PE

Principal Author: Patrick M. McGraw, PE, Stantec Consulting Services, Inc.

August 2023

23 USC § 407  
NDDOT Reserves All Objections

## A. Project Description

*Project Number:* 8-029(213)069

*Highway:* Interstate 29

*Study Limits:* I-29 & 40<sup>th</sup> Ave N Interchange (Exit 69)

*Project Description:* Interchange and adjacent bridge over BNSF Railroad Reconstruction

*District:* Fargo

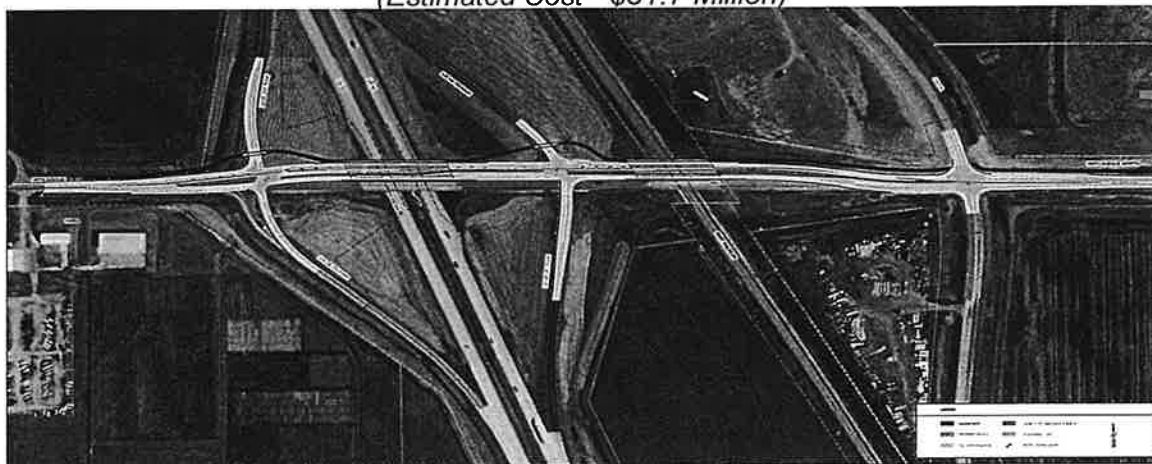
## B. Project Schedule

<u>Project</u>	<u>Plans Complete</u>	<u>Bid Ready</u>
Reconstruction	November 1, 2026	January 1, 2028 (place holder date - actual date TBD)

## C. Purpose of Decision Document

The purpose of this decision document is to present the proposed build alternatives for the Exit 69 interchange through Fargo and select which proposed build alternative to move forward into the environmental document (DCE).

*Alternative 1: Standard Diamond (Ranked 4<sup>th</sup> of 5 Alternatives)<sup>1</sup>  
(Estimated Cost - \$31.7 Million)*



### *Advantages:*

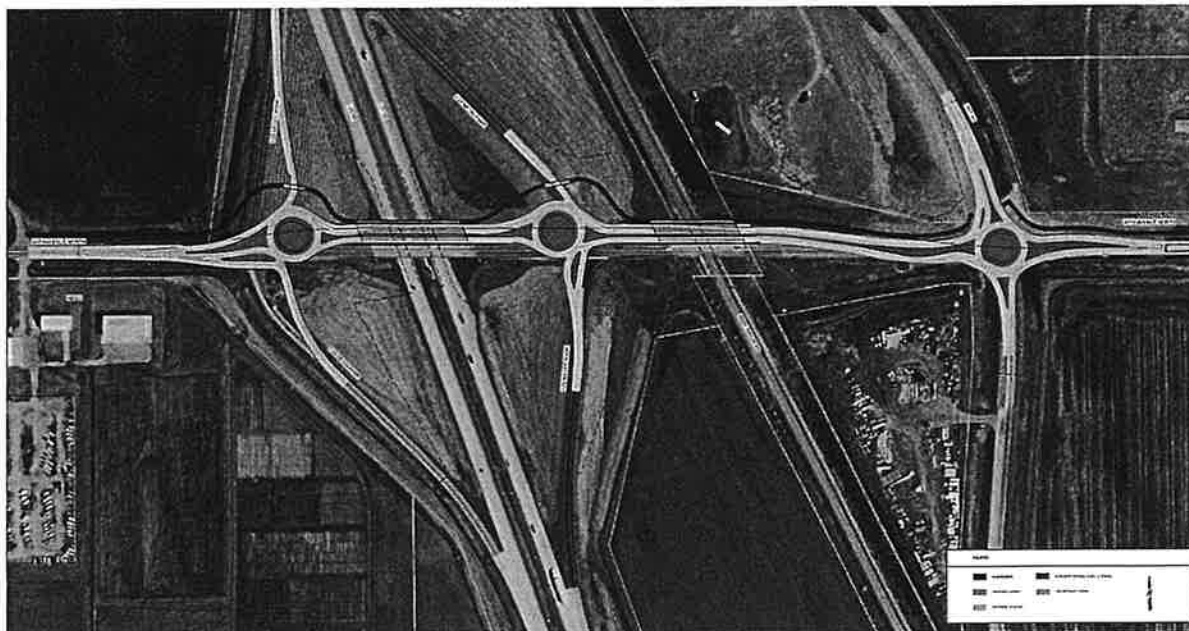
- Lesser amount of grading
- High driver familiarity.
- Lower potential for snow drifting compared to other alternatives

### *Disadvantages:*

- Highest number of Conflict Points
- Does not physically eliminate wrong-way movements
- Potential for high-speed/high-angle crashes
- Three signalized intersections

<sup>1</sup> An alternatives evaluation matrix was developed in coordination with and approved by the project Technical Advisory Committee. Cited rankings come from the TAC approved evaluation matrix.

*Alternative 2: Dumbbell (Ranked 1<sup>st</sup> of 5 Alternatives)<sup>1</sup>  
(Estimated Cost - \$28.1 Million)*



*Advantages:*

- Reduced number of conflict points
- Reduced crash severity
- Eliminates wrong-way movement
- No signals to power, maintain and operate
- Lowest cost alternative
- Tied for second regarding Flexibility

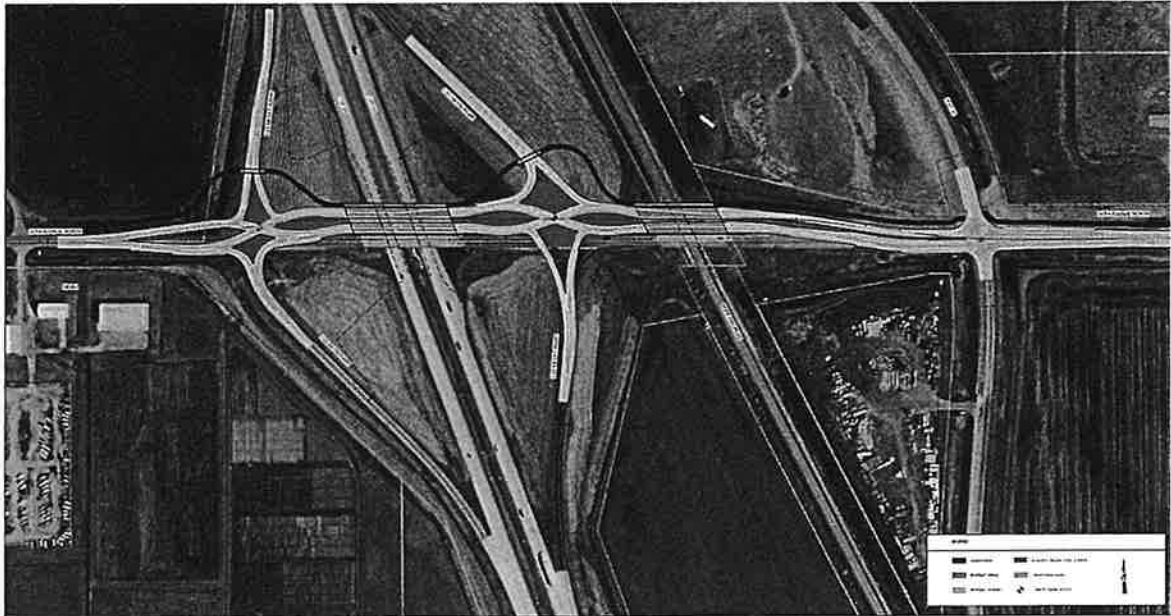
*Disadvantages:*

- Snow drifting – can be mitigated
- Somewhat lesser driver familiarity
- Moderate to high amount of grading

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<sup>1</sup> An alternatives evaluation matrix was developed in coordination with and approved by the project Technical Advisory Committee. Cited rankings come from the TAC approved evaluation matrix.

*Alternative 3: Diverging Diamond (DDI) (Ranked 2<sup>nd</sup> of 5 Alternatives)<sup>1</sup>  
(Estimated Cost - \$34.1 Million)*



*Advantages:*

- Reduced conflict points
- Greater capacity
- Eliminates wrong-way movements
- Reduced crash severity
- Rated first in Flexibility

*Disadvantages:*

- Signal system
- Medians
- Lesser flexibility for expansion
- High amount of grading

---

<sup>1</sup> An alternatives evaluation matrix was developed in coordination with and approved by the project Technical Advisory Committee. Cited rankings come from the TAC approved evaluation matrix.

*Alternative 4: Roundabout DDI (Ranked 5<sup>th</sup> of 5 Alternatives)<sup>1</sup>  
(Estimated Cost - \$27.8 Million)*



*Advantages:*

- Reduced conflict points
- Greater capacity
- No signals
- Free lefts
- Eliminates wrong-way movements
- Reduced crash severity

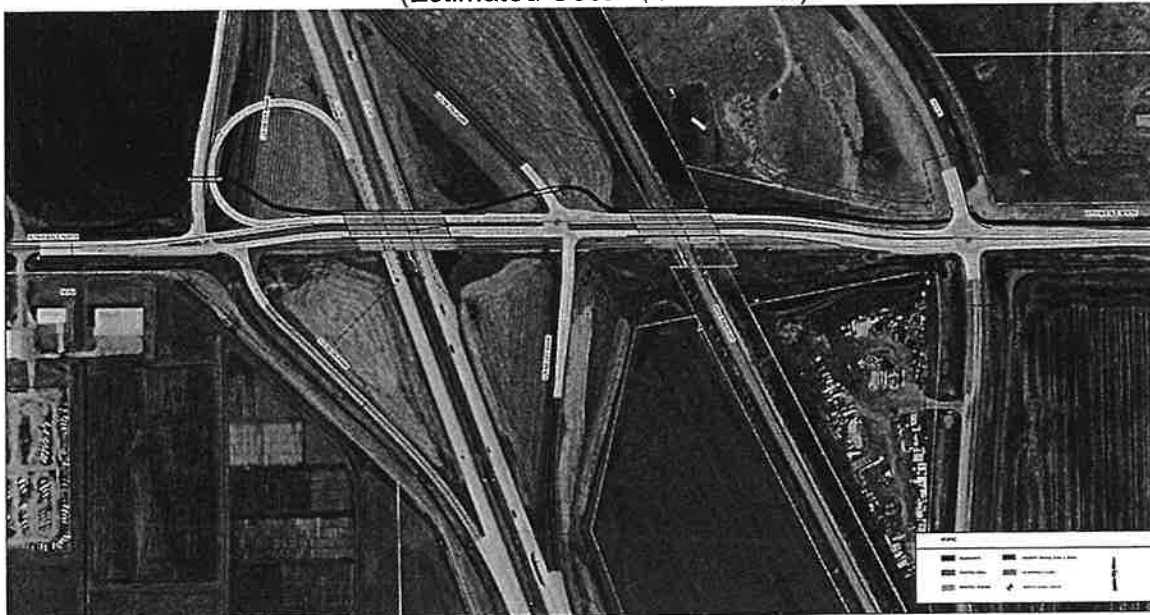
*Disadvantages:*

- Less empirical data
- Low to no driver familiarity
- Lesser flexibility for expansion
- High amount of grading

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<sup>1</sup> An alternatives evaluation matrix was developed in coordination with and approved by the project Technical Advisory Committee. Cited rankings come from the TAC approved evaluation matrix.

*Alternative 5: Partial Cloverleaf (Parclo) (Ranked 3<sup>rd</sup> of 5 Alternatives)<sup>1</sup>*  
 (Estimated Cost - \$31.9 Million)



*Advantages:*

- Reduced conflict points
- Free lefts for WB/SB
- High driver familiarity
- Lower snow drifting concern
- Tied for second regarding Flexibility

*Disadvantages:*

- Signal system
- Costs
- RW

D. Alternatives Considered but not carried forward

1. Retention of existing bridges: Rehabilitation and usage of the existing 40<sup>th</sup> Ave N bridges over I-29 and the Railroad was ruled out for the following primary reasons.

- a. The required bridge width for the five alternatives range from 67'-6" to 89'-6" as compared to the existing width of 30 feet for both the I-29 and BNSF crossings.
- b. Widening the existing bridges to accommodate the alternatives would have resulted in the vertical clearance falling below the required minimum clearance for both structures (rehab clearances are 16 feet and 23 feet for roadway and railroad respectively).
- c. Retaining the existing bridges would have forced the need to retain the existing vertical profile which does not meet current geometric standards.
- d. Assuming a bridge's useful life is 75 years, the existing bridges would reach that age in 2039 whereas new structures would "last" until 2100.

<sup>1</sup> An alternatives evaluation matrix was developed in coordination with and approved by the project Technical Advisory Committee. Cited rankings come from the TAC approved evaluation matrix.



E. Comments received regarding the interchange alternatives

1. **Design Division:** Design Division recommends Alt#2 Dumbbell as the preferred alternative to carry forward into the environmental document. Alt#3 Diverging Diamond is favored as the close second to consider and possibly a favored alternate if looking long term during the life of the project. Chad Frisinger, Design Division

2. **District:** The District preference is the dumbbell roundabout interchange first and the DDI as a second preference. As this moves forward we should be watching that outside lane off-tracking amount and trying to minimize it without impacting the function of the roundabout. Aaron Murra, P.E.; Fargo District Engineer

3. **Environmental and Transportation Services Division:** ETS recommends Alternative 3 Diverging Diamond first and Alternative 2 Dumbbell second. It seems the two are fairly equal in advantages. I believe that an Interchange Justification Report is necessary for this project. In the recent past the NDDOT has had to justify way the interchange with the best operations was not selected. It appears the Diverging Diamond has the better operation based on the advantages noted.

In terms of the environmental document, I don't think it should be concluded this is a DCE until it is confirmed with FHWA. Whatever alternatives are eliminated, they should be discussed in the environmental document as alternatives considered and not carried forward. The discussion should be more than referencing a report. It seems there are concerns with the extent of grading and ability to expand in the future.

The management presentation seemed to indicate that the bridges would have clearances of 17 feet and 23.5 feet at the railroad. I think the 17 feet should be a minimum. The designs should evaluate the both the vertical and horizontal clearances to minimize obstruction to loads and the improve the ability to limit drifting of snow as well as facilitate the removal of snow drifts under and around the structures.

4. **Local Government:** The Local Government Division recommends Alternative #2 Dumbbell Interchange as the preferred alternative to carry forward into the environmental document. The Local Government Division will also support Alternative #3 Diverging Diamond Interchange as the preferred second alternative to carry forward into the environmental document. Paul M. Benning, P.E.; Local Government Engineer

5. **Maintenance:** Good Morning Chad. Maintenance Division recommends Alternate 2: dumbbell option. We feel this will be the most user friendly for heavy loads needing to ramp this overhead and for snow and ice control operations. Thank You. Mike Kisse, P.E., Assistant Division Director – Maintenance

6. **Programming:** Programming's preferred alternative is Alt 2: Dumbbell interchange. This alternative shows the most benefits. If needed, our second choice would be Alt 3: DDI. Jane E. Berger, PE - Programming Engineer

7. **Traffic Operations:** Traffic operations section preferred alternative would be alternative 2- dumbbell, as this alternative has the highest rating. It also has the most 5's (highest rating) on what we would consider the more important evaluation criteria of: safety improvements, geometric needs, traffic and level of service, and active transportation facility enhancements.

For safety improvements, one of the major advantages of alternative 2 is that it eliminates the possibility/concern of WB traffic mistakenly going the wrong way down the NB off ramp as the roundabout would guide you past that off ramp. With the current configuration we have heard that drivers believe they went over the interstate because of the railroad structure and turn left down the off ramp. Thanks, Justin Schlosser - Traffic Operations Engineer

8. **City:** We put this Interchange Selection Report on our Public Works agenda last Monday and we are like Alternative #2 (Dumbbell with roundabouts) the best. From a pure traffic movement standpoint, we believe these are the most efficient and are the safest intersections for that location. We also think that this part of the city will not see large scale growth like we do on the city's south side because there is so much land either locked up by the airport authority and NDSU, and even in a post FM Diversion world, there will still be residual flood plain issues north of this interchange.

Getting into the details of the dumbbell design, there is some concern from the Public Works Operations Director with regards to the additional median that is shown on the layout for the right turning movement to head south on I-29. The issue is that as it's shown, a plow operator couldn't plow that turn lane and then continue east on the avenue over I-29; they would be forced to make that turn onto I-29. We understand that these are preliminary layouts and not final design material, but we thought we'd mention it. We think this issue could be addressed during the final design process.

As for the other alternatives in the report, we were pretty neutral to trending more negatively on them. The DDI with traffic signals, I believe, is over-engineering for this location, and the DDI with roundabouts seems like a really strange concept for an exurban interchange. We also believe that the old and reliable traditional interchange with basic intersection design and traffic signals is a thing of the past, too much starting and stopping and yielding. The default future interchange concept should be using roundabouts as the intersection control. Jeremy M. Gorden, PE, PTOE; Division Engineer – Transportation. Note: These comments were received prior to the May 10th Management Presentation.

9. **FHWA:** FHWA ND Division concurs with this [Recommended NEPA] decision document. We have no comments to offer. Kevin Brodie, Transportation Engineer

Note: The Recommended NEPA Document Decision is attached to this document for reference.

10. **Cass County Highway Department:** My preference is Alternative 2 – Dumbbell. I'm comfortable with this option being able to reduce conflict points, reduce traffic going down the wrong way, and handle the variabilities of high traffic times of day and low traffic times. Jason Benson, P.E.; County Engineer, Cass County Highway Department

11. **Metro COG:** Metro COG's vote is for Alternative #2. We believe this alternative will accommodate future traffic conditions (including trucks), mitigate the wrong-way issue on the NB off-ramp, and would provide safe and efficient traffic flow through the interchange. Dan Farnsworth, Transportation Planner

**Recommendations Table**

	<b>Which alternate should proceed into the environmental document (DCE)?</b>
Office of Project Development	Alternative 2: Dumbbell
Office of Operations	
Bridge Division	Alternative 2: Dumbbell
Construction Services Division	
Design Division	Alternative 2: Dumbbell *
District	Alternative 2: Dumbbell *
Environmental and Transportation Services Division	Alternative 3: Diverging Diamond
Local Government Division	Alternative 2: Dumbbell *
Maintenance Division	Alternative 2: Dumbbell
Materials and Research Division	Alternative 2: Dumbbell
Programming Division	Alternative 2: Dumbbell *
Planning/Asset Management Division	
City	Alternative 2: Dumbbell
FHWA	
County	Alternative 2: Dumbbell
Fargo-Moorhead Metropolitan Council of Governments (Metro COG)	Alternative 2: Dumbbell

\* Alternative 3: Diverging Diamond (DDI) acceptable as second alternative, if needed.

F. Executive Decisions

1. Which alternate should proceed into the environmental document (DCE)?

\_\_\_\_\_ Alternative 1 – Standard Diamond (Estimated Cost - \$31.7 Million)

  x   Alternative 2 – Dumbbell (Estimated Cost - \$28.1Million)

\_\_\_\_\_ Alternative 3 – Diverging Diamond (DDI) (Estimated Cost - \$34.1 Million)

\_\_\_\_\_ Alternative 4 – Roundabout DDI (Estimated Cost - \$27.8 Million)

\_\_\_\_\_ Alternative 5 – Partial Cloverleaf (Parclo) (Estimated Cost - \$31.9 Million)

Amendments/Comments for Project No. 8-029(213)069:

Move the project forward with Alternative 2 - Dumbbell Interchange Option. A No Build Option will also need to be included in the Environmental Document.

*Matt Linneman*

\_\_\_\_\_  
Deputy Director for Engineering

08/11/23

Date

**Certificate Of Completion**

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Status: Sent

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Contract Number: 38240469

PCN: 23596

Source Envelope:

Document Pages: 16

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 2

Michael Johnson

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

mijohnson@nd.gov

IP Address: 165.234.92.5

**Record Tracking**

Status: Original

Holder: Michael Johnson

Location: DocuSign

4/12/2024 3:24:24 PM

mijohnson@nd.gov

Security Appliance Status: Connected

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Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD Location: DocuSign

Transportation CLOUD

**Signer Events**

**Signature**

**Timestamp**

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication (None), Authentication

**Authentication Details**

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**Electronic Record and Signature Disclosure:**

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Paul Benning

pbenning@nd.gov

Local Government Director

Security Level: Email, Account Authentication (None), Authentication

**Authentication Details**

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Phone: +1 701-214-2502

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**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Signer Events**

**Signature**

**Timestamp**

Shannon Sauer  
ssauer@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

SS

Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.253.12

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Not Offered via DocuSign

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(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Michael Johnson  
mijohnson@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Clint Morgenstern  
cdmorgenstern@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Chad Orn  
corn@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Editor Delivery Events**

Michael Johnson  
 mijohnson@nd.gov  
 TEST

**Status**

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Using IP Address: 165.234.252.245

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North Dakota Department of Transportation  
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**Agent Delivery Events**

**Status**

**Timestamp**

Tom Knakmuhs  
 TKnakmuhs@FargoND.gov  
 City Engineer

Sent: 4/15/2024 9:43:08 AM  
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**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Legal Admin  
 dotlegaladmin@nd.gov  
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**Electronic Record and Signature Disclosure:**  
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**Witness Events**

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**Notary Events**

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**Status**

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**Payment Events**

**Status**

**Timestamps**

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

14

Improvement District No. BR-24-A1 Type: Change Order #1 & Interim Duration Modifications

Location: 7th St N, 7th - 10th Ave, 8th Ave N, 7th - Brdwy, 9th Ave N, 8th - Brdwy, 10th Ave N, 7th - Brdwy Date of Hearing: 5/6/2024

Routing Date City Commission 5/13/2024 PWPEC File X Project File Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, related to Change Order #1 in the amount of \$4,675.00 for additional work as well as a modifications to the duration and phase limits for Phase 2A and 2B as follows:

Table with 3 columns: Original Completion Dates, Revised Previously, Revised This Memo. Rows show Phase 2A and 2B Interim Durations.

Staff is recommending approval of Change Order #1 in the amount of \$4,675.00, which brings the total contract amount to \$3,417,996.83, and the Interim Duration Modifications as shown.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 and the Interim Duration Modifications to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$4,675.00, bringing the total contract amount to \$3,417,996.83, and the Interim Duration Modifications as shown above to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Wastewater, Water, Sales Tax & Special Assessments

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

COMMITTEE

Table with 5 columns: Name, Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

C: Kristi Olson

Signature of Tom Knakmuhs, P.E. City Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Aaron Edgar, Project Manager  
**Date:** April 30, 2024  
**Re:** Improvement District No. BR-24-A1 – Change Order #1 & Interim Duration Modifications

**Background:**

Improvement District No. BR-24-A1 is for the Paving and Utility Rehab/Reconstruction of 7<sup>th</sup> Street North from 7<sup>th</sup> Avenue to 10<sup>th</sup> Avenue, on 8<sup>th</sup> Avenue North from 7<sup>th</sup> Street to Broadway, on 9<sup>th</sup> Avenue North from 8<sup>th</sup> Street to Broadway, and on 10<sup>th</sup> Avenue North from 7<sup>th</sup> Street to Broadway.

Dakota Underground is the Prime Contractor for this project.

The attached Change Order in the amount of \$4,675.00 (0.14% of the original contract), which increases the total contract amount to \$3,417,996.83, is for additional work as shown on Change Order #1.

**Change Order #1:**

- 1.) The existing Sanford parking lot, at the NE corner of 7<sup>th</sup> Street North and 8<sup>th</sup> Avenue, has a driveway gate arm with control loops. The control loops will need to be removed and replaced for construction of the new sidewalk and driveway approach. The Contractor is requesting \$4,675.00 for this additional work.
  
- 2.) Dakota Underground is requesting a change in the duration and the phase limits for Phase 2A and 2B. The Contractor is requesting that the intersection of 7<sup>th</sup> Street North/9<sup>th</sup> Avenue be constructed under phase 2B instead of under phase 2A. They are also requesting that we change the duration of phase 2A from 65 days to 49 days and the duration of Phase 2B from 49 days to 65 days.

**Recommended Motion:**

Approve Change Order #1 in the amount of \$4,675.00 and a change in the interim completion durations as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Phase 2A Interim Duration - 65 Days Phase 2B Interim Duration - 49 Days	- -	Phase 2A Interim Duration - 49 Days Phase 2B Interim Duration - 65 Days

**CHANGE ORDER REPORT**  
**PAVING AND UTILITY REHAB/RECONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. BR-24-A1**

**ON 7TH STREET NORTH FROM 7TH AVENUE TO 10TH AVENUE, ON 8TH AVENUE NORTH FROM 7TH STREET TO BROADWAY, ON 9TH AVENUE NORTH FROM 8TH STREET TO BROADWAY, AND ON 10TH AVENUE NORTH FROM 7TH STREET TO BROADWAY.**

**Change Order No** 1      **Change Order Date** 4/24/2024  
**Contractor** Dakota Underground Co Inc

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

**EXPLANATION OF CHANGE**      Change Order # 1

This change order is for repairing Sanford's gate arm control loops and changing the interim completion duration's on Phase 2A and Phase 2B. The intersection of 7th Street North and 9th Avenue will be removed from Phase 2A and will be added on to Phase 2B. The interim completion duration on phase 2A will be changed from 65 days to 49 days and the interim completion duration on Phase 2B will be changed from 49 days to 65 days.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	104	F&I Detection In-Ground Loop	EA	0	0	0	1	1	\$4,675.00	\$4,675.00
<b>Change Order 1 Sub Total</b>									<b>\$4,675.00</b>	<b>\$4,675.00</b>

Summary.

Source Of Funding

Wastewater Utility, Water utility, Infrastructure Sales Tax, and Special Assessments

Net Amount Change Order # 1 (\$)

\$4,675.00

Previous Change Orders (\$)

\$0.00

Original Contract Amount (\$)

\$3,413,321.83

Total Contract Amount (\$)

\$3,417,996.83

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

APPROVED

APPROVED DATE

For Contractor

Department Head

Title

Mayor

Attest

*Kevin W. Odgers*  
Project Manager

*T. Lee*

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Improvement District No. BR-23-E1
Location: 8th St S, 9th - 13th Ave, 10th Ave S, 7th - 9th St, 12th Ave S, 7th - 9th St

Type: Change Order #4

Date of Hearing: 5/6/2024

Routing Date
City Commission 5/13/2024
PWPEC File X
Project File Brian Skanson

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, related to Change Order #4 in the amount of \$15,335.00 for additional work.

Staff is recommending approval of Change Order #4 in the amount of \$15,335.00, which brings the total contract amount to \$3,918,127.26.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #4 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$15,335.00, bringing the total contract amount to \$3,918,127.26, to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes No
N/A
N/A
N/A

COMMITTEE

- Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Brenda Derrig, Assistant City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Tom Knakmuhs, City Engineer
Susan Thompson, Finance Director

Table with 4 columns: Present, Yes, No, Unanimous. Rows for each committee member with checkboxes.

ATTEST:

C: Kristi Olson

Handwritten signature of Tom Knakmuhs, P.E.
Tom Knakmuhs, P.E.
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Brian Skanson, Project Manager  
**Date:** April 23, 2024  
**Re:** Improvement District No. BR-23-E1 – Change Order #4

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## **Background:**

Border States Paving Inc. is the Prime Contractor for Improvement District BR-23-E1 on 8<sup>th</sup> Street South from 9<sup>th</sup> Avenue to 13<sup>th</sup> Avenue; 10<sup>th</sup> Avenue South from 7<sup>th</sup> Street to 9<sup>th</sup> Street; 12<sup>th</sup> Avenue South from 7<sup>th</sup> Street to 9<sup>th</sup> Street.

The attached Change Order in the amount of \$15,335.00 (0.04% of the original contract), which increases the total contract amount to \$3,918,127.26 is for additional work as shown on Change Order #4.

## **Change Order #4:**

During the removal and refurbishing of the original street lights on 8<sup>th</sup> Street South it was discovered that 10 street lights needed repairs that were more involved than anticipated, resulting in additional work to complete.

## **Recommended Motion:**

Approve Change Order #4 in the amount of \$15,335.00 to Border States Paving Inc.

BJS/klb

Attachment



**CHANGE ORDER REPORT**

**PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-23-E1**

**ON 8 ST S FROM 9 AVE S TO 13 AVE S. ON 10 AVE S FROM 9 ST S TO 7 ST S. ON 12  
AVE S FROM 9 ST S TO 7 ST S.**

**Change Order No** 4 **Change Order Date** 4/22/2024  
**Contractor** Border States Paving Inc

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

**EXPLANATION OF CHANGE** Change Order # 4

During the removal and refurbishing of the original street lights on 8th Street South it was discovered that 10 street lights needed repairs that were more involved than anticipated, resulting in additional work to complete.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 4	23	Repair Street Light Miscellaneous	EA	0	0	0	10	10	\$1,533.50	\$15,335.00
<b>Change Order 4 Sub Total</b>									<b>\$15,335.00</b>	<b>\$15,335.00</b>

Summary

Source Of Funding	Special Assessment
Net Amount Change Order # 4 (\$)	\$15,335.00
Previous Change Orders (\$)	\$61,038.55
Original Contract Amount (\$)	\$3,841,753.71
Total Contract Amount (\$)	\$3,918,127.26

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

APPROVED  
 For Contractor  
 Title

*Joel Paur*  
 Border States Paving Inc  
 Area Manager

APPROVED DATE  
 Department Head  
 Mayor  
 Attest

*T. Lee*

May 2, 2024

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

**Re: Memorandum of Offer to Landowner  
Temporary Easement – Improvement District # BR-24-F1**

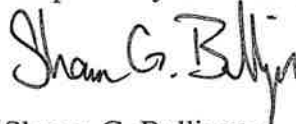
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BR-24-F1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Riley, Inc.** in association with Improvement District #BR-24-F1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nancy J. Morris



**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BR-24-F1	County Cass	Parcel(s) 01-2381-00800-000
Landowner Riley, Inc.		
Mailing Address 10 Roberts ST N Fargo, ND 58102		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:


See attached exhibit(s).

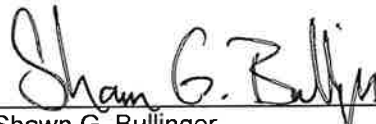
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,013.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>1,013.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>1,013.00</u>

\*Description of Damages to Remainder are as follows:

\_\_\_\_\_

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

  
 \_\_\_\_\_  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

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

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

**Timothy J. Mahoney**

MAYOR

SIGNATURE

DATE

**EXHIBIT A**

A tract of land in Block 6 of Roberts Addition to the Town of Fargo on file as document A-22 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, more particularly described as follows:

The southerly 5.00 feet of Lot 1 and Lot 2 of said Block 6 lying adjacent to the northerly street right-of-way line as dedicated in document 461580 on file at the Cass County Recorder's Office, less the easterly 18.29 feet of said Lot 2.

Said tract contains 700 square feet, more or less.

**EASEMENT**  
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **Riley, Inc.**, a North Dakota corporation, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of construction and installation of street and utilities, together with the customary appurtenances, said tracts being described as follows:

A tract of land in Block 6 of Roberts Addition to the Town of Fargo on file as document A-22 at the Cass County Recorder’s Office, City of Fargo, Cass County, North Dakota, more particularly described as follows:

The southerly 5.00 feet of Lot 1 and Lot 2 of said Block 6 lying adjacent to the northerly street right-of-way line as dedicated in document 461580 on file at the Cass County Recorder’s Office, less the easterly 18.29 feet of said Lot 2.

Said tract contains 700 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee’s officers, contractors, agents and employees may at any and all times when necessary or convenient

to do so, go over and upon said above-described parcels of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grants are made.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for constructing and installing street and utilities and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on November 30, 2024, or upon completion of the construction project, whichever occurs later.

[Signature pages to follow]



**GRANTEE:**

City of Fargo, North Dakota, a North Dakota  
Municipal Corporation

---

Timothy J. Mahoney, M.D., Mayor

**ATTEST:**

---

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA   )  
  )  
COUNTY OF CASS                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney, M.D. and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

---

Notary Public  
My Commission Expires:

The legal description was prepared by:  
Brent W. Wacha (LS-5068)  
Professional Land Surveyor  
City of Fargo – Engineering Dept.  
225 4th Street North  
Fargo ND 58102  
(701) 476-6796

This document prepared by:  
Nancy J. Morris (ND# 04898)  
City Attorney  
SERKLAND LAW FIRM  
10 Roberts Street North  
Fargo, ND 58102  
(701) 232-8957  
nmorris@serklandlaw.com

April 26, 2024

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

Re: Temporary Construction Easement  
Improvement District #AN-24-B1

Dear Commissioners:

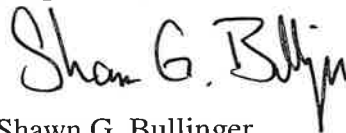
Accompanying for City Commission review and approval is a Temporary Construction Easement with **Amy R. Matejcek** in association with Improvement District #AN-24-B1.

RECOMMENDED MOTION:

Approve Temporary Construction Easement with **Amy R. Matejcek**.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Matt Jennings  
Kasey McNary

**EASEMENT**

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **Amy R. Matejcek**, 420 8th Avenue South, Fargo, ND 58103, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of replacing concrete, removing shrubs, and grading, together with the customary appurtenances, said tracts being described as follows:

A tract of land in Woodruff’s Addition to the City of Fargo, Cass County, North Dakota, more particularly described as follows:

The southerly 5.00 feet of Lot 4, Block 1 of said Woodruff’s Addition.

Said tract contains 250 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee’s officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcels of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grants are made.



Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for replacing concrete, removing shrubs, and grading and all other construction activities during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on October 31, 2024, or upon completion of the construction project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 26 day of April, 2024.

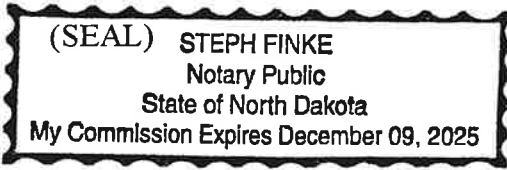
**GRANTOR:**


Amy R. Matejcek

  
\_\_\_\_\_

STATE OF NORTH DAKOTA        )  
  )  
COUNTY OF CASS                )

On this 26 day of April, 2024, before me, a notary public in and for said county and state, personally appeared **Amy R. Matejcek**, and executed the within and foregoing instrument, and acknowledged the same.



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

**GRANTEE:**

City of Fargo, North Dakota, a North Dakota  
Municipal Corporation

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

**ATTEST:**

\_\_\_\_\_  
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

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

The legal description was prepared by:  
Brent W. Wacha (LS-5068)  
Professional Land Surveyor  
City of Fargo – Engineering Dept.  
225 4th Street North  
Fargo ND 58102  
(701) 476-6796

This document prepared by:  
Kasey D. McNary (ND# 06590)  
Assistant City Attorney  
SERKLAND LAW FIRM  
10 Roberts Street North  
Fargo, ND 58102  
(701) 232-8957



**Engineering Department**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1545 | Fax: 701.241.8101  
Email: feng@FargoND.gov  
[www.FargoND.gov](http://www.FargoND.gov)

May 1, 2024

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BN-23-F1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 1, 2024, for New Paving and Utility Construction, Improvement District No. BN-23-F1, located as follows: On 48th Avenue North between County Highway 81 and 37th Street North. On County Highway 81 from 44th Avenue North to 48th Avenue North. On 41st Street North from 48th Avenue North to 1100' north. On 37th Street North from 46th Avenue North to 950' north of 48th Avenue North.

The bids were as follows:

Dakota Underground Co Inc	\$10,156,047.56
Park Construction Company	\$12,330,745.37
Engineers Estimate	\$9,510,105.45

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$10,156,047.56 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE  
City Engineer



**Engineer's Statement Of Cost**  
**Improvement District # BN-23-F1**  
**New Paving And Utility Construction**

On 48th Avenue North between County Highway 81 and 37th Street North. On County Highway 81 from 44th Avenue North to 48th Avenue North. On 41st Street North from 48th Avenue North to 1100' north. On 37th Street North from 46th Avenue North to 950' north of 48th Avenue North.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

New Paving and Utility Construction Improvement District # BN-23-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Miscellaneous</b>					
1	Topsoil - Strip & Spread	CY	26,000.00	5.00	130,000.00
2	Mulching Type 1 Hydro	SY	18,000.00	0.45	8,100.00
3	Mulching Type 2 Straw	SY	59,600.00	0.15	8,940.00
4	Seeding Type A	SY	30,500.00	0.24	7,320.00
5	Seeding Type B	SY	12,800.00	0.28	3,584.00
6	Seeding Type C	SY	34,300.00	0.28	9,604.00
7	Stormwater Management	LS	1.00	10,000.00	10,000.00
8	Temp Construction Entrance	EA	3.00	0.01	0.03
9	Sediment Control Log 6" to 8" Dia	LF	200.00	3.00	600.00
10	Inlet Protection - New Inlet	EA	26.00	250.00	6,500.00
11	Inlet Protection - Existing Inlet	EA	2.00	250.00	500.00
Miscellaneous Total					<b>185,148.03</b>
<b>Sanitary Sewer</b>					
12	F&I Driveway 7" Thick Reinf Conc	SY	115.00	95.00	10,925.00
13	F&I Manhole GB	EA	14.00	4,200.00	58,800.00
14	F&I Manhole 4' Dia Reinf Conc	EA	12.00	7,500.00	90,000.00
15	F&I Manhole 6' Dia Reinf Conc	EA	1.00	20,000.00	20,000.00
16	Remove Manhole	EA	1.00	10,000.00	10,000.00
17	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	16,000.00	16,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
18	F&I Manhole w/Int Drop 6' Dia Reinf Conc	EA	4.00	27,770.00	111,080.00
19	F&I Lift Station	LS	1.00	1,175,000.00	1,175,000.00
20	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,980.00	0.01	19.80
21	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	73.00	0.01	0.73
22	Connect Pipe to Exist Pipe	EA	4.00	4,850.00	19,400.00
23	F&I Pipe SDR 26 - 6" Dia PVC	LF	120.00	36.00	4,320.00
24	F&I Pipe SDR 26 - 8" Dia PVC	LF	206.00	58.00	11,948.00
25	F&I Pipe SDR 26 - 12" Dia PVC	LF	1,642.00	115.00	188,830.00
26	F&I Pipe SDR 35 - 12" Dia PVC	LF	1,885.00	75.00	141,375.00
27	F&I Pipe SDR 26 - 15" Dia PVC	LF	52.00	158.00	8,216.00
28	F&I Pipe SDR 35 - 24" Dia PVC	LF	73.00	190.00	13,870.00
29	F&I Pipe SDR 26 - 27" Dia PVC	LF	965.00	310.00	299,150.00
30	Remove Pipe All Sizes All Types	LF	1,870.00	25.00	46,750.00
31	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	120.00	62.00	7,440.00
32	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	595.00	127.00	75,565.00
33	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	86.00	400.00	34,400.00
34	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	95.00	211.00	20,045.00
35	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	20.00	375.00	7,500.00
36	F&I Force Main - Locator Pedestal	EA	2.00	360.00	720.00
37	F&I Force Main - Fittings	LB	1,092.00	31.00	33,852.00
38	F&I Force Main 10" Dia	LF	30.00	78.00	2,340.00
39	F&I Force Main 16" Dia	LF	756.00	105.00	79,380.00
40	F&I Force Main w/GB 16" Dia	LF	115.00	230.00	26,450.00
41	Connect Sewer Service	EA	3.00	1,050.00	3,150.00
42	F&I Woven Geotextile	SY	245.00	4.00	980.00
43	F&I Crushed Conc - 12" Thick	SY	245.00	26.00	6,370.00
Sanitary Sewer Total					<b>2,523,876.53</b>
<b>Water Main</b>					
44	F&I Hydrant Ext. 24" High	EA	1.00	2,000.00	2,000.00
45	F&I Fittings C153 Ductile Iron	LB	4,731.00	11.00	52,041.00
46	F&I Hydrant	EA	5.00	6,700.00	33,500.00
47	F&I Hydrant - Restrained Joint	EA	12.00	7,300.00	87,600.00
48	Salvage Hydrant	EA	1.00	1,000.00	1,000.00
49	Install Salvaged Hydrant	EA	1.00	1,850.00	1,850.00
50	Connect Pipe to Exist Pipe	EA	7.00	1,500.00	10,500.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	Bore Pipe C900 DR 18 - 12" Dia PVC	LF	100.00	140.00	14,000.00
52	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	115.00	42.00	4,830.00
53	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	150.00	56.00	8,400.00
54	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	6,240.00	81.00	505,440.00
55	Remove Pipe All Sizes All Types	LF	24.00	25.00	600.00
56	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	120.00	82.00	9,840.00
57	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	589.00	108.00	63,612.00
58	F&I Restr Joint Pipe C900 DR 18 - 12" Dia PVC	LF	100.00	127.00	12,700.00
59	F&I Tapping Sleeve & Valve 12"x6"	EA	2.00	9,200.00	18,400.00
60	F&I Gate Valve 6" Dia	EA	16.00	2,400.00	38,400.00
61	F&I Gate Valve 8" Dia	EA	3.00	3,100.00	9,300.00
62	F&I Gate Valve 12" Dia	EA	20.00	5,700.00	114,000.00
63	F&I Hydrant Ext. 12" High	EA	1.00	1,665.00	1,665.00
64	F&I Pipe 1" Dia Water Service	LF	100.00	25.00	2,500.00
65	F&I Pipe 2" Dia Water Service	LF	100.00	56.00	5,600.00
66	F&I CS & Box 1" Dia	EA	2.00	835.00	1,670.00
67	F&I CS & Box 2" Dia	EA	2.00	1,500.00	3,000.00
68	Connect Water Service	EA	4.00	1,300.00	5,200.00
Water Main Total					<b>1,007,648.00</b>
<b>Storm Sewer</b>					
69	F&I Pipe 42" Dia	LF	30.00	205.00	6,150.00
70	F&I Pipe 48" Dia	LF	2,370.00	234.00	554,580.00
71	F&I Pipe 54" Dia	LF	1,040.00	283.00	294,320.00
72	F&I Pipe 24" Dia	LF	326.00	80.00	26,080.00
73	F&I Pipe 36" Dia	LF	1,997.00	142.00	283,574.00
74	F&I Pipe w/GB 15" Dia	LF	507.00	75.00	38,025.00
75	F&I Pipe w/GB 24" Dia	LF	129.00	100.00	12,900.00
76	F&I Pipe w/GB 36" Dia	LF	110.00	210.00	23,100.00
77	F&I Pipe w/GB 42" Dia	LF	50.00	255.00	12,750.00
78	F&I Pipe w/GB 54" Dia	LF	37.00	365.00	13,505.00
79	F&I Manhole 6' Dia Reinf Conc	EA	1.00	7,300.00	7,300.00
80	F&I Manhole 5' Dia Reinf Conc	EA	6.00	6,200.00	37,200.00
81	F&I Manhole 7' Dia Reinf Conc	EA	7.00	11,300.00	79,100.00
82	F&I Manhole 8' Dia Reinf Conc	EA	1.00	14,200.00	14,200.00
83	F&I Manhole Type E Reinf Conc	EA	2.00	28,000.00	56,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
84	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	4.00	4,600.00	18,400.00
85	F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	2.00	12,000.00	24,000.00
86	F&I Inlet - Single Box (SBI) Reinf Conc	EA	22.00	3,100.00	68,200.00
87	F&I Inlet - Round (RDI) Reinf Conc	EA	5.00	1,900.00	9,500.00
88	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	200.00	0.01	2.00
89	Connect Pipe to Exist Structure	EA	2.00	3,000.00	6,000.00
90	F&I Pipe 12" Dia	LF	98.00	55.00	5,390.00
91	F&I Pipe 15" Dia	LF	375.00	55.00	20,625.00
92	Remove Pipe All Sizes All Types	LF	290.00	30.00	8,700.00
93	F&I Pipe w/GB 24" Dia Corr Steel	LF	60.00	100.00	6,000.00
94	F&I Flared End Section 24" Dia Reinf Conc	EA	2.00	1,700.00	3,400.00
95	F&I Flared End Section 24" Dia Corr Steel	EA	2.00	775.00	1,550.00
96	F&I Manhole 4' Dia Reinf Conc	EA	1.00	3,600.00	3,600.00
<b>Storm Sewer Total</b>					<b>1,634,151.00</b>
<b>Paving</b>					
97	Excavation	CY	21,323.00	8.00	170,584.00
98	Subcut	CY	10,240.00	6.00	61,440.00
99	Subgrade Preparation	SY	30,721.00	2.00	61,442.00
100	F&I Geogrid - Subgrade Reinf	SY	29,489.00	3.00	88,467.00
101	F&I Woven Geotextile	SY	1,502.00	2.00	3,004.00
102	F&I Crushed Conc - 6" Thick	SY	250.00	13.00	3,250.00
103	F&I Crushed Conc - 10" Thick	SY	30,991.00	19.50	604,324.50
104	F&I Edge Drain 4" Dia PVC	LF	12,445.00	9.00	112,005.00
105	F&I Curb & Gutter Standard (Type II)	LF	12,030.00	30.00	360,900.00
106	F&I Pavement 10" Thick Doweled Conc	SY	24,290.00	91.00	2,210,390.00
107	F&I Sidewalk 4" Thick Reinf Conc	SY	5,021.00	65.00	326,365.00
108	F&I Sidewalk 5" Thick Reinf Conc	SY	1,517.00	69.00	104,673.00
109	F&I Sidewalk 6" Thick Reinf Conc	SY	60.00	75.00	4,500.00
110	F&I Driveway 7" Thick Reinf Conc	SY	1,270.00	80.00	101,600.00
111	F&I Det Warn Panels Cast Iron	SF	150.00	55.00	8,250.00
112	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,102.00	115.00	126,730.00
113	Casting to Grade - Blvd	EA	32.00	350.00	11,200.00
114	Casting to Grade - no Conc	EA	33.00	500.00	16,500.00
115	GV Box to Grade - Blvd	EA	32.00	300.00	9,600.00
116	GV Box to Grade - no Conc	EA	9.00	400.00	3,600.00



Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
117	Remove Pavement 10" Thick Asph	SY	702.00	15.00	10,530.00
118	F&I Traffic Surface Gravel	Ton	200.00	30.00	6,000.00
Paving Total					<b>4,405,354.50</b>
<b>Signing</b>					
119	F&I Sign Assembly	EA	15.00	80.00	1,200.00
120	F&I Sign Assembly & Anchor	EA	21.00	120.00	2,520.00
121	F&I Diamond Grade Cubed	SF	64.70	27.50	1,779.25
122	F&I High Intensity Prismatic	SF	127.30	25.50	3,246.15
123	F&I Flexible Delineator	EA	3.00	80.00	240.00
124	F&I Barricade Type III	EA	3.00	525.00	1,575.00
125	Traffic Control - Type 1	LS	1.00	5,000.00	5,000.00
Signing Total					<b>15,560.40</b>
<b>Street Lights</b>					
126	F&I Feed Point	EA	1.00	20,000.00	20,000.00
127	F&I Base 7' Deep Reinf Conc	EA	28.00	1,600.00	44,800.00
128	F&I Conductor #6 USE Cu	LF	19,083.00	2.20	41,982.60
129	F&I Innerduct 1.5" Dia	LF	6,892.00	7.50	51,690.00
130	F&I Innerduct 2" Dia	LF	75.00	7.50	562.50
131	F&I Luminaire Type A	EA	28.00	750.00	21,000.00
132	F&I Pull Box	EA	2.00	1,260.00	2,520.00
133	F&I Light Standard Type A	EA	28.00	3,675.00	102,900.00
Street Lights Total					<b>285,455.10</b>
<b>Pavement Marking</b>					
134	Paint Epoxy Line 4" Wide	LF	412.00	11.00	4,532.00
135	Paint Epoxy Line 8" Wide	LF	306.00	21.00	6,426.00
136	Paint Epoxy Message	SF	32.00	28.00	896.00
Pavement Marking Total					<b>11,854.00</b>
<b>Electrical</b>					
137	F&I Lift Station Electrical	LS	1.00	87,000.00	87,000.00
Electrical Total					<b>87,000.00</b>
<b>Total Construction in \$</b>					<b>10,156,047.56</b>

Engineering	10.00%	1,015,604.75
Admin	4.00%	406,241.90
Legal	3.00%	304,681.43
Interest	4.00%	406,241.90
Contingency	5.00%	507,802.38
Misc. Costs		121,700.00
<b>Total Estimated Costs</b>		<b>12,918,319.92</b>
Special Assessments		12,847,431.92
Utility Funds - Wastewater - 521		70,888.00
<b>Unfunded Costs</b>		<b>0.00</b>

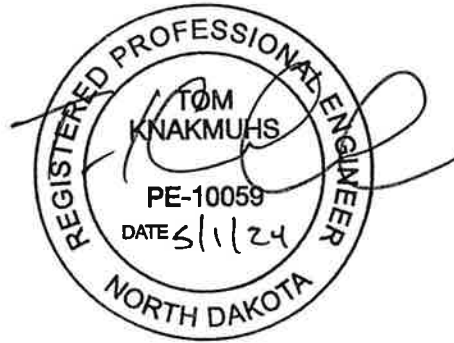
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/01/2024



Thomas Knakmuhs

City Engineer



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**Engineering Department**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1545 | Fax: 701.241.8101  
Email: feng@FargoND.gov  
[www.FargoND.gov](http://www.FargoND.gov)

May 8, 2024

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BR-24-G1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 8, 2024, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-24-G1, located as follows: 13 1/2 St S, Between 16th Ave S & 17th Ave S.

The bids were as follows:

Master Construction Co Inc	\$484,271.05
Dirt Dynamics	\$523,837.95
Northern Improvement Co	\$611,162.90
Border States Paving Inc	\$621,760.50
Dakota Underground Co Inc	\$775,971.92
Engineers Estimate	\$453,557.05

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Master Construction Co Inc. in the amount of \$484,271.05 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, PE  
City Engineer

**Engineer's Statement Of Cost**  
**Improvement District # BR-24-G1**  
**Paving And Utility Rehab/Reconstruction**

13 1/2 St S, Between 16th Ave S & 17th Ave S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-24-G1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Paving</b>					
1	Site Access Protection	LS	1.00	2,500.00	2,500.00
2	Remove Pavement All Thicknesses All Types	SY	1,298.00	7.75	10,059.50
3	Topsoil - Import Special	CY	30.00	41.00	1,230.00
4	Boulevard Grading	SY	1,005.00	5.00	5,025.00
5	Subgrade Preparation	SY	1,622.00	4.25	6,893.50
6	F&I Woven Geotextile	SY	1,622.00	1.90	3,081.80
7	F&I Class 5 Agg - 8" Thick	SY	1,622.00	12.75	20,680.50
8	F&I Edge Drain 4" Dia PVC	LF	871.00	8.75	7,621.25
9	F&I Curb & Gutter Mountable (Type I)	LF	436.00	35.00	15,260.00
10	F&I Curb & Gutter Standard (Type II)	LF	436.00	35.00	15,260.00
11	Remove Curb & Gutter	LF	871.00	7.25	6,314.75
12	F&I Sidewalk 4" Thick Reinf Conc	SY	223.00	68.00	15,164.00
13	F&I Sidewalk 6" Thick Reinf Conc	SY	42.00	74.00	3,108.00
14	F&I Sidewalk 7" Thick Reinf Conc	SY	45.00	77.00	3,465.00
15	Remove Sidewalk All Thicknesses All Types	SY	310.00	5.10	1,581.00
16	F&I Driveway 6" Thick Reinf Conc	SY	172.00	74.00	12,728.00
17	F&I Driveway 7" Thick Reinf Conc	SY	170.00	77.00	13,090.00
18	Remove Driveway All Thicknesses All Types	SY	308.00	6.00	1,848.00
19	F&I Det Wam Panels Cast Iron	SF	45.00	64.00	2,880.00
20	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	577.00	91.00	52,507.00
21	Casting to Grade - no Conc	EA	7.00	450.00	3,150.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
22	GV Box to Grade - Blvd	EA	4.00	100.00	400.00
23	GV Box to Grade - no Conc	EA	2.00	200.00	400.00
24	Mulching Type 1 Hydro	SY	1,005.00	2.20	2,211.00
25	Seeding Type C	SY	1,005.00	4.00	4,020.00
26	Weed Control Type B	SY	1,005.00	0.15	150.75
27	Stomwater Management	LS	1.00	500.00	500.00
28	Temp Construction Entrance	EA	2.00	750.00	1,500.00
29	Inlet Protection - Existing Inlet	EA	8.00	220.00	1,760.00
30	Traffic Control - Type 1	LS	1.00	5,000.00	5,000.00
31	F&I Sign Assembly	EA	3.00	100.00	300.00
32	F&I Sign Assembly & Anchor	EA	3.00	110.00	330.00
33	F&I Diamond Grade Cubed	SF	24.50	20.00	490.00
34	F&I High Intensity Prismatic	SF	3.00	20.00	60.00
35	Irrigation Repair	EA	4.00	500.00	2,000.00
Paving Total					<b>222,569.05</b>
<b>Sanitary Sewer</b>					
36	F&I Manhole 4' Dia Reinf Conc	EA	3.00	7,200.00	21,600.00
37	Remove Manhole	EA	1.00	900.00	900.00
38	Connect Pipe to Exist Pipe	EA	1.00	750.00	750.00
39	Bore Pipe SDR 26 - 6" Dia PVC	LF	33.00	100.00	3,300.00
40	Remove Pipe All Sizes All Types	LF	550.00	7.00	3,850.00
41	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	244.00	160.00	39,040.00
42	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	80.00	170.00	13,600.00
43	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	390.00	175.00	68,250.00
44	Connect Sewer Service	EA	9.00	1,250.00	11,250.00
Sanitary Sewer Total					<b>162,540.00</b>
<b>Water Main</b>					
45	F&I Fittings C153 Ductile Iron	LB	423.00	14.00	5,922.00
46	F&I Hydrant	EA	2.00	7,500.00	15,000.00
47	Connect Pipe to Exist Pipe	EA	6.00	1,100.00	6,600.00
48	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	103.00	120.00	12,360.00
49	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	18.00	150.00	2,700.00
50	F&I Gate Valve 6" Dia	EA	2.00	2,500.00	5,000.00
51	F&I Gate Valve 8" Dia	EA	1.00	3,500.00	3,500.00
52	Bore Pipe 1" Dia Water Service	LF	43.00	40.00	1,720.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
53	F&I Pipe w/GB 1" Dia Water Service	LF	315.00	59.00	18,585.00
54	Rem & Repl CS & Box 1" Dia	EA	7.00	810.00	5,670.00
55	Connect Water Service	EA	7.00	1,230.00	8,610.00
56	Eliminate Water Service	EA	8.00	1,000.00	8,000.00
57	Furnish Temp Water Svc	EA	7.00	725.00	5,075.00
58	F&I Casting Water Service	EA	2.00	210.00	420.00
Water Main Total					<b>99,162.00</b>
<b>Total Construction in \$</b>					<b>484,271.05</b>

Engineering	10.00%	48,427.11
Admin	4.00%	19,370.84
Legal	3.00%	14,528.13
Interest	4.00%	19,370.84
Contingency	5.00%	24,213.55
<b>Total Estimated Costs</b>		<b>610,181.52</b>
Special Assessments		17,322.60
Developer Funded		252,698.70
State Funds - Other ND		340,160.22
<b>Unfunded Costs</b>		<b>0.00</b>

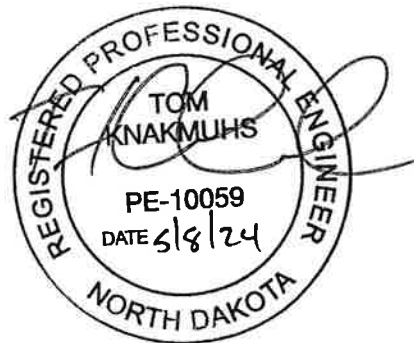
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/08/2024



Thomas Knakmuhs

City Engineer



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May 8, 2024

Honorable Board of City  
 Commissioners  
 City of Fargo  
 Fargo, ND

Re: Improvement District No. NR-23-C1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 8, 2024, for Storm Sewer Lift Station Rehab/Reconstruction & Incidentals, Improvement District No. NR-23-C1, located at Storm Sewer Lift Stations #3, #10, #12 & #22.

For the bidding and advertising of this project, the North Dakota Century Code Section 48-01.2-06 was utilized due to the Engineer's estimated electrical costs for the project to be greater than \$50,000.00. Therefore, the North Dakota Century Code required bids for this project to be received for the following: General Construction, Electrical Construction and Combined.

The bids received were as follows:

<u>Company</u>	<u>General</u>	<u>Electrical</u>	<u>Combined</u>
Sun Electric, Inc.	-	\$405,000.00	-
Meyer Contracting, Inc.	\$523,902.20	-	-
CC Steel, LLC	\$529,852.00	-	-
R & R Excavating, Inc.	\$799,124.69	-	-
Key Contracting, Inc.	\$856,845.00	-	-

Original Engineer's Estimate                      \$ 1,242,680.00

As a result of the bids received, the apparent low bid is a combination of the General Construction bid submitted by Meyer Contracting, Inc. of \$523,902.20 and the Electrical Construction bid submitted by Sun Electric, Inc. of \$405,000.00. The total of these two bids are \$928,902.20, which is less than the lowest Combined bid submitted.

For proper accounting and administration of the General Construction and Electrical Construction contracts, it is necessary to assign new phase numbers to Improvement District No. NR-23-C. These new phase numbers will replace Improvement District No. NR-23-C1, which is the phase these bids were received under. The new phases for the General Construction contract and Electrical Construction contract shall be known as Improvement District No. NR-23-C5 and Improvement District No. NR-23-C6, respectively.

The special assessment escrow is not required.

**Recommended Motion:**

Engineering staff is recommending award of a General Construction contract (Improvement District No. NR-23-C5) to Meyer Contracting, Inc. in the amount of \$523,902.20 as the lowest and best bid received for General Construction, and an award of an Electrical Construction contract (Improvement District No. NR-23-C6) to Sun Electric, Inc. in the amount of \$405,000.00 as the lowest and best bid received for Electrical Construction.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Knakmuhs', written in a cursive style.

Tom Knakmuhs  
Assistant City Engineer

TAK/klb



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # NR-23-C5 (General Contract)**  
**STORM SEWER LIFT STATION REHAB/RECONSTRUCTION & INCIDENTALS**

Storm Sewer Lift Station Rehab/Reconstruction & Incidentals

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Storm Sewer Lift Station Rehab/Reconstruction & Incidentals (General Contract) Project # NR-23-C5 of the City of Fargo, North Dakota.

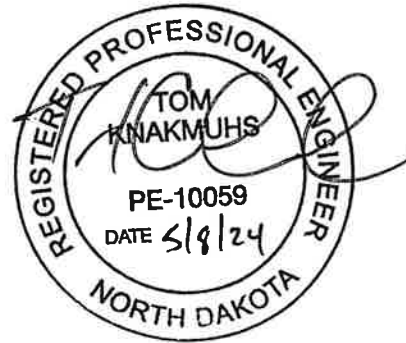
Line	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
<b>Site #1 - STS LS #12</b>					
1	Mobilization	1	LS	\$17,647.45	\$ 17,647.45
2	Remove Fence	90	LF	\$16.41	\$ 1,476.90
3	Modify Lift Station	1	EA	\$141,965.01	\$ 141,965.01
4	F&I Sluice Gate 48" Dia Stainless Steel	1	EA	\$6,143.56	\$ 6,143.56
5	F&I Lift Station Pumps & Controls	1	LS	\$19,766.19	\$ 19,766.19
6	F&I Sidewalk 4" Thick Reinf Conc	42	SY	\$95.76	\$ 4,021.92
<b>Site #1 - STS LS #12</b>					<b>\$ 191,021.03</b>
<b>Site #2 - STS LS #10</b>					
7	Mobilization	1	LS	\$101,897.54	\$ 101,897.54
8	Modify Lift Station	1	EA	\$105,104.65	\$ 105,104.65
9	F&I Sluice Gate 48" Dia Stainless Steel	1	EA	\$7,074.21	\$ 7,074.21
10	F&I Lift Station Pumps & Controls	1	LS	\$2,061.04	\$ 2,061.04
11	Rem & Repl Pavement 7" Thick Reinf Conc	10	SY	\$77.06	\$ 770.60
<b>Site #2 - STS LS #10</b>					<b>\$ 216,908.04</b>
<b>Site #3 - Decommission old LS #22 &amp; Modify LS #3</b>					
12	Mobilization	1	LS	\$1,302.00	\$ 1,302.00
13	Remove Lift Station	1	EA	\$83,203.38	\$ 83,203.38
14	Modify Lift Station	1	EA	\$24,790.12	\$ 24,790.12
15	Traffic Control - Type 1	1	LS	\$1,465.00	\$ 1,465.00
16	F&I Railing	40	LF	\$75.65	\$ 3,026.00
17	Inlet Protection - Existing Inlet	2	EA	\$249.83	\$ 499.66
18	Remove Pavement All Thicknesses All Types	17	SY	\$17.33	\$ 294.61
<b>Site #2 - STS LS #10</b>					<b>\$ 114,580.77</b>
<b>Erosion Control</b>					
19	Stormwater Management	1	LS	\$1,392.36	\$ 1,392.36
<b>Erosion Control</b>					<b>\$ 1,392.36</b>
<b>Total Construction in \$</b>					<b>\$ 523,902.20</b>
				Admin	4% \$ 20,956.09
				Contingency	5% \$ 26,195.11
				Engineering	10% \$ 52,390.22
				Interest	4% \$ 20,956.09

Legal	3%	\$	15,717.07
Land/Easements		\$	-
Utility Relocation		\$	-
Consultant Engineer		\$	26,190.00
<b>Total Estimated Costs</b>		<b>\$</b>	<b>686,306.77</b>
Utility Funds - Stormwater - 524		\$	416,209.27
Special Assessment		\$	270,097.50
<b>Unfunded Costs</b>		<b>\$</b>	<b>-</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 5/8/2024

  
\_\_\_\_\_  
Tom Knakmuhs  
Assistant City Engineer



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # NR-23-C6 (Electrical Contract)**  
**STORM SEWER LIFT STATION REHAB/RECONSTRUCTION & INCIDENTALS**

Storm Sewer Lift Station Rehab/Reconstruction & Incidentals

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Storm Sewer Lift Station Rehab/Reconstruction & Incidentals (Electrical Contract) Project # NR-23-C6 of the City of Fargo, North Dakota.

Line	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
<b>Site #1 - STS LS #12 Electrical</b>					
1	F&I Lift Station Electrical	1	LS	\$155,000.00	\$ 155,000.00
					<b>Site #1 - STS LS #12 \$ 155,000.00</b>
<b>Site #2 - STS LS #10 Electrical</b>					
2	F&I Lift Station Electrical	1	LS	\$115,000.00	\$ 115,000.00
					<b>Site #2 - STS LS #10 \$ 115,000.00</b>
<b>Site #3 - Decommission old LS #22 &amp; Modify LS #3 Electrical</b>					
3	F&I Lift Station Electrical	1	LS	\$135,000.00	\$ 135,000.00
					<b>Site #2 - STS LS #10 \$ 135,000.00</b>
					<b>Total Construction in \$ \$ 405,000.00</b>
				Admin	4% \$ 16,200.00
				Contingency	5% \$ 20,250.00
				Engineering	10% \$ 40,500.00
				Interest	4% \$ 16,200.00
				Legal	3% \$ 12,150.00
				Land/Easements	\$ -
				Utility Relocation	\$ -
				Consultant Engineer	\$ -
				<b>Total Estimated Costs</b>	<b>\$ 510,300.00</b>
				Utility Funds - Stormwater - 524	\$ 340,200.00
				Special Assessment	\$ 170,100.00
				<b>Unfunded Costs</b>	<b>\$ -</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 5/8/2024

  
 \_\_\_\_\_  
 Tom Knakmuhs  
 Assistant City Engineer



(21)

**Engineering Department**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1545 | Fax: 701.241.8101  
Email: feng@FargoND.gov  
[www.FargoND.gov](http://www.FargoND.gov)

May 8, 2024

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. PN-24-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 8, 2024, for Asphalt Wear Course, Improvement District No. PN-24-A1, located as follows: Section 1 - Edgewood Estates, Section 2 - Valley View Additions, Section 3 - 53rd Avenue S, Section 4 - Grayland First Addition, Section 5 - Maplewood Estates Addition, Section 6 - Eagle Valley, Section 7 - Bison Meadows Second Addition.

The bids were as follows:

FM Asphalt LLC	\$1,568,148.00
Border States Paving Inc	\$1,770,098.55
Northern Improvement Co	\$1,825,764.25
Engineers Estimate	\$1,752,904.00

Private financial security is not needed.

One protest was received amounting to 0.01% of the Improvement District.

This office recommends that the protest be declared insufficient and the contract be awarded to FM Asphalt LLC. in the amount of \$1,568,148.00 as the lowest and best bid.

Sincerely,



---

Thomas Knakmuhs, PE  
City Engineer

**Engineer's Statement Of Cost**  
**Improvement District # PN-24-A1**  
**Asphalt Wear Course**

Section 1 - Edgewood Estates, Section 2 - Valley View Additions,  
 Section 3 - 53rd Avenue S, Section 4 - Grayland First Addition,  
 Section 5 - Maplewood Estates Addition, Section 6 - Eagle Valley,  
 Section 7 - Bison Meadows Second Addition.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Asphalt Wear Course Improvement District # PN-24-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Section 1</b>					
1	Repair Inlet	EA	1.00	490.00	490.00
2	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	15.00	7,500.00
3	Rem & Repl Curb & Gutter	LF	500.00	69.00	34,500.00
4	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	134.00	1,340.00
5	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.00	2,000.00
6	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	124.00	6,200.00
7	F&I Det Warn Panels Cast Iron	SF	8.00	56.00	448.00
8	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,900.00	83.50	158,650.00
9	Casting to Grade - no Conc	EA	23.00	300.00	6,900.00
10	GV Box to Grade - no Conc	EA	8.00	270.00	2,160.00
11	Mill / Grind Asphalt Pvmt Along Curb	LF	5,162.00	2.00	10,324.00
12	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	140.00	2.50	350.00
13	Sodding	SY	50.00	60.00	3,000.00
14	Paint Epoxy Line 24" Wide	LF	56.00	35.00	1,960.00
15	Traffic Control - Type 1	LS	1.00	490.00	490.00
<b>Section 1 Total</b>					<b>236,312.00</b>
<b>Section 2</b>					
16	Repair Inlet	EA	1.00	490.00	490.00
17	Adjust Curb & Gutter - Mud/Sand Jack	LF	600.00	15.00	9,000.00
18	Rem & Repl Curb & Gutter	LF	1,000.00	69.00	69,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	134.00	1,340.00
20	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.00	2,000.00
21	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	124.00	6,200.00
22	F&I Det Wam Panels Cast Iron	SF	8.00	56.00	448.00
23	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,000.00	83.50	167,000.00
24	Casting to Grade - no Conc	EA	11.00	300.00	3,300.00
25	GV Box to Grade - no Conc	EA	1.00	270.00	270.00
26	Mill / Grind Asphalt Pvmt Along Curb	LF	6,957.00	2.00	13,914.00
27	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	400.00	2.50	1,000.00
28	Sodding	SY	100.00	58.00	5,800.00
29	Paint Epoxy Line 4" Wide	LF	213.00	7.00	1,491.00
30	Paint Epoxy Line 8" Wide	LF	326.00	14.00	4,564.00
31	Paint Epoxy Message	SF	80.00	35.00	2,800.00
32	Traffic Control - Type 1	LS	1.00	1,080.00	1,080.00
<b>Section 2 Total</b>					<b>289,697.00</b>
<b>Section 3</b>					
33	Repair Inlet	EA	1.00	490.00	490.00
34	Adjust Curb & Gutter - Mud/Sand Jack	LF	400.00	15.00	6,000.00
35	Rem & Repl Curb & Gutter	LF	250.00	69.00	17,250.00
36	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.00	4,000.00
37	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	131.00	6,550.00
38	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,000.00	83.50	83,500.00
39	Casting to Grade - no Conc	EA	1.00	300.00	300.00
40	GV Box to Grade - no Conc	EA	1.00	270.00	270.00
41	Mill / Grind Asphalt Pvmt Along Curb	LF	3,890.00	2.00	7,780.00
42	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	2.50	250.00
43	Sodding	SY	25.00	60.00	1,500.00
44	Traffic Control - Type 1	LS	1.00	345.00	345.00
<b>Section 3 Total</b>					<b>128,235.00</b>
<b>Section 4</b>					
45	Repair Inlet	EA	1.00	490.00	490.00
46	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	15.00	7,500.00
47	Rem & Repl Curb & Gutter	LF	500.00	69.00	34,500.00
48	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	134.00	1,340.00
49	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.00	2,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	124.00	6,200.00
51	F&I Det Warn Panels Cast Iron	SF	8.00	56.00	448.00
52	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,900.00	83.50	158,650.00
53	Casting to Grade - no Conc	EA	15.00	300.00	4,500.00
54	GV Box to Grade - no Conc	EA	5.00	270.00	1,350.00
55	Mill / Grind Asphalt Pvmt Along Curb	LF	7,557.00	2.00	15,114.00
56	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	2.50	250.00
57	Sodding	SY	50.00	60.00	3,000.00
58	Traffic Control - Type 1	LS	1.00	490.00	490.00
<b>Section 4 Total</b>					<b>235,832.00</b>
<b>Section 5</b>					
59	Repair Inlet	EA	1.00	490.00	490.00
60	Adjust Curb & Gutter - Mud/Sand Jack	LF	300.00	15.00	4,500.00
61	Rem & Repl Curb & Gutter	LF	200.00	71.00	14,200.00
62	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.00	2,000.00
63	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	124.00	6,200.00
64	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	450.00	90.00	40,500.00
65	Casting to Grade - no Conc	EA	5.00	300.00	1,500.00
66	GV Box to Grade - no Conc	EA	1.00	270.00	270.00
67	Mill / Grind Asphalt Pvmt Along Curb	LF	2,130.00	2.10	4,473.00
68	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	50.00	3.00	150.00
69	Sodding	SY	25.00	60.00	1,500.00
70	Traffic Control - Type 1	LS	1.00	435.00	435.00
<b>Section 5 Total</b>					<b>76,218.00</b>
<b>Section 6</b>					
71	Repair Inlet	EA	1.00	490.00	490.00
72	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	15.00	7,500.00
73	Rem & Repl Curb & Gutter	LF	800.00	69.00	55,200.00
74	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	134.00	1,340.00
75	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.00	2,000.00
76	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	124.00	6,200.00
77	F&I Det Warn Panels Cast Iron	SF	8.00	56.00	448.00
78	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,750.00	83.50	146,125.00
79	Casting to Grade - no Conc	EA	16.00	300.00	4,800.00
80	GV Box to Grade - no Conc	EA	4.00	150.00	600.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
81	Mill / Grind Asphalt Pvmt Along Curb	LF	7,000.00	2.00	14,000.00
82	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	300.00	2.50	750.00
83	Sodding	SY	50.00	60.00	3,000.00
84	Traffic Control - Type 1	LS	1.00	990.00	990.00
<b>Section 6 Total</b>					<b>243,443.00</b>
<b>Section 7</b>					
85	Repair Inlet	EA	1.00	490.00	490.00
86	Adjust Curb & Gutter - Mud/Sand Jack	LF	400.00	15.00	6,000.00
87	Rem & Repl Curb & Gutter	LF	1,000.00	69.00	69,000.00
88	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	134.00	1,340.00
89	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.00	2,000.00
90	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	124.00	6,200.00
91	F&I Det Warn Panels Cast Iron	SF	8.00	56.00	448.00
92	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,800.00	83.50	233,800.00
93	Casting to Grade - no Conc	EA	19.00	300.00	5,700.00
94	GV Box to Grade - no Conc	EA	8.00	270.00	2,160.00
95	Mill / Grind Asphalt Pvmt Along Curb	LF	12,014.00	2.00	24,028.00
96	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	150.00	2.50	375.00
97	Sodding	SY	100.00	58.00	5,800.00
98	Traffic Control - Type 1	LS	1.00	1,070.00	1,070.00
<b>Section 7 Total</b>					<b>358,411.00</b>
<b>Total Construction in \$</b>					<b>1,568,148.00</b>

Engineering	10.00%	156,814.80
Admin	4.00%	62,725.92
Legal	3.00%	47,044.44
Interest	4.00%	62,725.92
Contingency	5.00%	78,407.40
<b>Total Estimated Costs</b>		<b>1,975,866.48</b>
Special Assessments		1,975,866.48
<b>Unfunded Costs</b>		<b>0.00</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/08/2024





Thomas Knakmuhs

City Engineer



22

**Engineering Department**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1545 | Fax: 701.241.8101  
Email: feng@FargoND.gov  
[www.FargoND.gov](http://www.FargoND.gov)

May 8, 2024

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. PR-24-H1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 8, 2024, for Asphalt Paving Rehab/Reconstruction, Improvement District No. PR-24-H1, located as follows: On 19th Avenue South from 42nd Street to 39th Street, on 39th Street South from 19th Avenue to 17th Avenue, and on 40th Street South from 19th Avenue to 20th Avenue.

The bids were as follows:

Northern Improvement Co	\$1,589,990.40
Master Construction Co Inc	\$1,795,224.10
Border States Paving Inc	\$1,927,275.80
Engineers Estimate	\$2,176,690.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$1,589,990.40 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, PE  
City Engineer

**Engineer's Statement Of Cost**  
**Improvement District # PR-24-H1**  
**Asphalt Paving Rehab/Reconstruction**

On 19th Avenue South from 42nd Street to 39th Street, on 39th Street South from 19th Avenue to 17th Avenue, and on 40th Street South from 19th Avenue to 20th Avenue.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Asphalt Paving Rehab/Reconstruction Improvement District # PR-24-H1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Paving</b>					
1	Remove Pavement All Thicknesses All Types	SY	13,170.00	5.50	72,435.00
2	Remove Curb & Gutter	LF	7,255.00	4.00	29,020.00
3	Remove Sidewalk All Thicknesses All Types	SY	150.00	20.50	3,075.00
4	Remove Driveway All Thicknesses All Types	SY	880.00	14.50	12,760.00
5	Rem & Repl Casting - Inlet	EA	14.00	985.00	13,790.00
6	Rem & Repl Casting - Std Manhole	EA	3.00	865.00	2,595.00
7	Rem & Repl Casting - Self Leveling	EA	7.00	1,765.00	12,355.00
8	Casting to Grade - Blvd	EA	3.00	365.00	1,095.00
9	Casting to Grade - no Conc	EA	20.00	615.00	12,300.00
10	GV Box to Grade - Blvd	EA	3.00	265.00	795.00
11	GV Box to Grade - no Conc	EA	2.00	265.00	530.00
12	Subgrade Preparation	SY	16,030.00	5.75	92,172.50
13	F&I Woven Geotextile	SY	16,030.00	1.60	25,648.00
14	F&I Class 5 Agg - 8" Thick	SY	16,030.00	9.65	154,689.50
15	F&I Edge Drain 4" Dia PVC	LF	7,180.00	8.25	59,235.00
16	Connect Pipe to Exist Structure	EA	21.00	200.00	4,200.00
17	F&I Curb & Gutter Standard (Type II)	LF	7,180.00	22.50	161,550.00
18	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	7,100.00	81.25	576,875.00
19	F&I Sidewalk 4" Thick Reinf Conc	SY	100.00	83.50	8,350.00
20	F&I Sidewalk 6" Thick Reinf Conc	SY	70.00	95.00	6,650.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
21	F&I Driveway 7" Thick Reinf Conc	SY	880.00	85.50	75,240.00
22	F&I Det Warn Panels Cast Iron	SF	120.00	47.50	5,700.00
23	Boulevard Grading	SY	4,500.00	5.50	24,750.00
24	Seeding Type C	SY	4,500.00	2.10	9,450.00
25	Mulching Type 1 Hydro	SY	4,500.00	1.00	4,500.00
26	Stormwater Management	LS	1.00	2,475.00	2,475.00
27	Inlet Protection - Existing Inlet	EA	15.00	205.00	3,075.00
28	Temp Construction Entrance	EA	4.00	815.00	3,260.00
29	Traffic Control - Type 1	LS	1.00	5,700.00	5,700.00
30	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,075.00	1,075.00
31	F&I Traffic Surface Gravel	Ton	120.00	50.00	6,000.00
32	F&I Repair Band 4" thru 12" Dia	EA	3.00	2,450.00	7,350.00
33	Irrigation Repair	EA	13.00	785.00	10,205.00
<b>Paving Total</b>					<b>1,408,900.00</b>
<b>Pavement Marking</b>					
34	Paint Epoxy Line 4" Wide	LF	666.00	8.40	5,594.40
35	Paint Epoxy Line 8" Wide	LF	80.00	16.80	1,344.00
36	Paint Epoxy Message	SF	32.00	42.00	1,344.00
37	F&I Grooved Plastic Film 6" Wide	LF	82.00	26.25	2,152.50
38	F&I Grooved Plastic Film 16" Wide	LF	22.00	57.75	1,270.50
<b>Pavement Marking Total</b>					<b>11,705.40</b>
<b>Traffic Signals</b>					
39	F&I Detection Preformed Loop	EA	4.00	4,465.00	17,860.00
<b>Traffic Signals Total</b>					<b>17,860.00</b>
<b>Street Lights</b>					
40	F&I Conductor #6 USE Cu	LF	9,756.00	9.50	92,682.00
41	F&I Innerduct 1.5" Dia	LF	3,452.00	15.25	52,643.00
42	F&I Pull Box	EA	2.00	3,100.00	6,200.00
<b>Street Lights Total</b>					<b>151,525.00</b>
<b>Total Construction in \$</b>					<b>1,589,990.40</b>

Engineering	10.00%	158,999.04
Admin	4.00%	63,599.62
Legal	3.00%	47,699.71
Interest	4.00%	63,599.62
Contingency	5.00%	79,499.52
<b>Total Estimated Costs</b>		<b>2,003,387.91</b>
Special Assessments		1,588,228.39
Utility Funds - Street Lights - 528		0.00
State Funds - Other ND		415,159.52
<b>Unfunded Costs</b>		<b>0.00</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/08/2024



Thomas Knakmuhs

City Engineer





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**FINANCE OFFICE**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: (701) 241-1333  
[www.FargoND.gov](http://www.FargoND.gov)

**TO:** Board of Commissioners  
**FROM:** Susan Thompson, Director of Finance  
**RE:** FAHR Staff meeting – Items for Commission Review/Approval  
**DATE:** May 13, 2024

---

**Receive & File:** Sales Tax Update

**Action Needed:** Various Financial Approvals  
*FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.*

**Budget Adjustments**

Solid Waste – Front Load Containers

IS – Fiber at Fire Station 8

FARGODOME – Portable Basketball Floor

**Personnel Requests**

Fire - Reclassification

**Other Financial Considerations**

City of Fargo  
 Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS  
 PB: SS/KAC (prior to 2022)  
 4/22/2024

Payment Date	month collected	Amount	County Collections	County Growth %	City Collections	City Growth %
		County Sales Tax	2,914,286.02	-3.9%	City Sales Tax	8,741,517.70 -3.5%
		County Sales Tax			City Sales Tax	
		County Sales Tax			City Sales Tax	8,741,517.70 City 2024
		County Sales Tax			City Sales Tax	2,914,286.02 County 2024
		County Sales Tax			City Sales Tax	
		County Sales Tax			City Sales Tax	9,059,682.32 City 2023
		County Sales Tax			City Sales Tax	3,032,307.94 County 2023
		County Sales Tax			City Sales Tax	
		County Sales Tax			City Sales Tax	(318,164.62) City Change
		County Sales Tax			City Sales Tax	(118,021.92) County Change
4/22/2024	Feb-24	County Sales Tax	1,023,591.77		City Sales Tax	3,163,097.74
3/31/2024	Jan-24	County Sales Tax	1,890,694.25		City Sales Tax	5,578,419.96
2/22/2024	Dec-24	County Sales Tax	2,781,114.42	23,106,462.71 8.2%	City Sales Tax	8,158,464.07 69,250,461.96 4.0%
1/22/2024	Nov-24	County Sales Tax	1,559,305.60		City Sales Tax	4,709,032.00
12/20/2023	Oct-24	County Sales Tax	1,916,009.28		City Sales Tax	5,684,255.33 69,250,461.96 City 2023
11/22/2023	Sep-24	County Sales Tax	2,480,655.78		City Sales Tax	7,615,211.78 23,106,462.71 County 2023
10/21/2023	Aug-24	County Sales Tax	1,509,750.17		City Sales Tax	4,530,239.98
9/20/2023	Jul-24	County Sales Tax	2,012,131.70		City Sales Tax	6,030,106.74 66,571,120.26 City 2022
8/20/2023	Jun-24	County Sales Tax	2,337,746.99		City Sales Tax	6,739,403.04 21,358,922.89 County 2022
7/21/2023	May-24	County Sales Tax	1,873,134.11		City Sales Tax	5,735,919.99
6/21/2023	Apr-24	County Sales Tax	2,076,304.07		City Sales Tax	6,368,293.95
5/21/2023	Mar-24	County Sales Tax	1,528,002.65		City Sales Tax	4,619,852.76 2,679,341.70 City Change
4/22/2023	Feb-24	County Sales Tax	1,455,198.19		City Sales Tax	4,544,116.43 1,747,539.82 County Change
3/19/2023	Jan-24	County Sales Tax	1,577,109.75		City Sales Tax	4,515,565.89
2/22/2023	Dec-22	County Sales Tax	2,331,087.61	21,358,922.89 -2.6%	City Sales Tax	7,015,548.33 66,571,120.26 4.3%
1/24/2023	Nov-22	County Sales Tax	1,892,168.21		City Sales Tax	5,746,351.94
12/21/2022	Oct-22	County Sales Tax	1,904,586.17		City Sales Tax	5,637,286.90 66,571,120.26 City 2022
11/22/2022	Sep-22	County Sales Tax	1,828,464.08		City Sales Tax	5,282,124.95 21,358,922.89 County 2022
10/21/2022	Aug-22	County Sales Tax	1,905,477.39		City Sales Tax	5,697,578.75
9/20/2022	Jul-22	County Sales Tax	2,321,971.24		City Sales Tax	7,149,286.78 63,840,810.53 City 2021
8/20/2022	Jun-22	County Sales Tax	1,816,911.33		City Sales Tax	5,066,525.72 21,920,710.74 County 2021
7/21/2022	May-22	County Sales Tax	1,811,968.57		City Sales Tax	5,388,350.10
6/21/2022	Apr-22	County Sales Tax	1,971,576.35		City Sales Tax	6,059,165.61 2,730,309.73 City Change
5/21/2022	Mar-22	County Sales Tax	1,526,674.55		City Sales Tax	4,461,738.30 (561,787.85) County Change
4/22/2022	Feb-22	County Sales Tax	613,842.16		City Sales Tax	4,850,989.43
3/19/2022	Jan-22	County Sales Tax	1,434,195.23		City Sales Tax	4,216,173.45
2/22/2022	Dec-21	County Sales Tax	2,471,070.77	21,920,710.74 31.1%	City Sales Tax	7,455,248.61 63,840,810.53 29.9%
1/25/2022	Nov-21	County Sales Tax	1,587,312.19		City Sales Tax	4,653,877.92
12/21/2021	Oct-21	County Sales Tax	2,245,078.73		City Sales Tax	6,847,607.38
11/22/2021	Sep-21	County Sales Tax	1,578,911.41		City Sales Tax	4,305,274.70
10/21/2021	Aug-21	County Sales Tax	1,846,222.17		City Sales Tax	4,948,174.14
9/20/2021	Jul-21	County Sales Tax	1,941,367.18		City Sales Tax	5,563,279.08
8/20/2021	Jun-21	County Sales Tax	1,928,026.98		City Sales Tax	5,794,768.26
7/21/2021	May-21	County Sales Tax	2,134,078.28		City Sales Tax	6,292,906.78 49,146,842.57 City
6/21/2021	Apr-21	County Sales Tax	1,247,864.18		City Sales Tax	3,423,096.66 16,719,327.13 County
5/21/2021	Mar-21	County Sales Tax	1,924,292.66		City Sales Tax	5,462,536.61
4/22/2021	Feb-21	County Sales Tax	1,588,269.26		City Sales Tax	4,766,421.14
3/19/2021	Jan-21	County Sales Tax	1,428,216.93		City Sales Tax	4,327,619.25
2/22/2021	Dec-20	County Sales Tax	1,445,794.87	16,719,327.13 0.3%	City Sales Tax	4,232,187.56 49,146,842.57 -5.0%
1/25/2021	Nov-20	County Sales Tax	1,587,940.99		City Sales Tax	4,492,863.04
12/21/2020	Oct-20	County Sales Tax	1,630,976.65		City Sales Tax	4,999,947.66
11/23/2020	Sep-20	County Sales Tax	1,396,321.95		City Sales Tax	3,952,605.63
10/21/2020	Aug-20	County Sales Tax	1,694,006.82		City Sales Tax	4,276,558.28
9/22/2020	Jul-20	County Sales Tax	1,467,915.93		City Sales Tax	4,382,459.17
8/21/2020	Jun-20	County Sales Tax	1,605,095.72		City Sales Tax	4,774,814.61
7/22/2020	May-20	County Sales Tax	1,557,866.22		City Sales Tax	4,797,152.70
6/19/2020	Apr-20	County Sales Tax	860,574.06		City Sales Tax	2,448,782.22
5/21/2020	Mar-20	County Sales Tax	1,293,072.02		City Sales Tax	3,865,417.55
4/22/2020	Feb-20	County Sales Tax	1,306,194.23		City Sales Tax	4,286,357.93
3/20/2020	Jan-20	County Sales Tax	873,567.67		City Sales Tax	2,637,696.22
2/24/2020	Dec-19	County Sales Tax	1,806,500.14	16,670,136.34 6.0%	City Sales Tax	5,542,185.17 51,732,824.69 7.4%
1/23/2020	Nov-19	County Sales Tax	1,765,912.60		City Sales Tax	5,757,005.84
12/20/2019	Oct-19	County Sales Tax	1,053,485.18		City Sales Tax	3,055,444.40
11/22/2019	Sep-19	County Sales Tax	1,586,457.86		City Sales Tax	4,786,259.66
10/21/2019	Aug-19	County Sales Tax	1,600,148.48		City Sales Tax	4,940,121.35
9/23/2019	Jul-19	County Sales Tax	1,209,618.14		City Sales Tax	3,618,612.18
8/21/2019	Jun-19	County Sales Tax	2,012,988.64		City Sales Tax	6,334,417.88
7/22/2019	May-19	County Sales Tax	1,000,237.92		City Sales Tax	2,954,722.53
6/21/2019	Apr-19	County Sales Tax	1,206,333.76		City Sales Tax	3,957,201.59
5/21/2019	Mar-19	County Sales Tax	1,575,011.74		City Sales Tax	4,907,368.09
4/22/2019	Feb-19	County Sales Tax	781,011.94		City Sales Tax	2,472,350.68
3/21/2019	Jan-19	County Sales Tax	1,072,429.94		City Sales Tax	3,407,135.32
2/22/2019	Dec-18	County Sales Tax	1,602,337.29	15,720,221.20	City Sales Tax	4,957,423.52 48,185,965.90
1/23/2019	Nov-18	County Sales Tax	1,331,035.62		City Sales Tax	4,232,397.07
12/21/2018	Oct-18	County Sales Tax	1,343,355.18		City Sales Tax	4,113,930.12
11/23/2018	Sep-18	County Sales Tax	1,718,685.28		City Sales Tax	5,054,359.80
10/19/2018	Aug-18	County Sales Tax	991,141.62		City Sales Tax	2,924,184.95
9/24/2018	Jul-18	County Sales Tax	1,438,831.10		City Sales Tax	4,290,954.46
8/21/2018	Jun-18	County Sales Tax	1,796,550.82		City Sales Tax	5,462,231.25
7/23/2018	May-18	County Sales Tax	1,042,677.94		City Sales Tax	3,258,203.14
6/21/2018	Apr-18	County Sales Tax	1,142,864.18		City Sales Tax	3,527,756.41
5/21/2018	Mar-18	County Sales Tax	1,508,616.11		City Sales Tax	4,674,211.89
4/20/2018	Feb-18	County Sales Tax	713,349.48		City Sales Tax	2,264,455.70
3/21/2018	Jan-18	County Sales Tax	1,090,776.58		City Sales Tax	3,425,857.59
2/22/2018	Dec-17	County Sales Tax	1,871,667.76		City Sales Tax	6,232,808.91
1/23/2018	Nov-17	County Sales Tax	924,357.13		City Sales Tax	2,809,247.58
Totals Since 2018		\$ 113,951,386			\$ 344,902,586	

**Report of Action:**  
**FAHR Meeting of 5/6/2024**



- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

**Department:** Solid Waste  
**Description:** In conjunction with an efficiency-driven transition to some routes with solely front-loading vehicles, reallocate funds to allow the purchase of 450 front-load containers for Route 535.  
**Net Financial Impact:** \$0

At their meeting, FAHR endorsed this request.

**Suggested Motion:**  
Approve transfer of \$200,000 from Landfill Capital Improvements to the Commercial Collection M&E Budget.





**DIVISION OF SOLID WASTE**  
2301 8th Avenue North  
Fargo, North Dakota 58102  
Office: 701.241.1449 | Fax: 701.241.8109  
[FargoND.gov](http://FargoND.gov)

**MEMORANDUM**

**DATE:** May 1, 2024  
**TO:** Honorable Board of City Commissioners  
**FROM:** Scott Olson, Solid Waste Utility Director  
**Subject:** Request budget transfer for order of front load containers

---

The Solid Waste Department recently completed a major re-routing in the commercial collection division which will make day-to-day activities much more efficient and allow a more uniform transition as we begin the transition from mostly rear-load garbage collection to front-load garbage collection. Front-load collection is much more efficient and greatly reduces safety concerns as drivers no longer are required to exit the vehicle and manually handle heavy containers.

Originally, the estimated delivery date of the 2024 front-load truck was scheduled to be December 2024 or January of 2025. We had planned to purchase a portion of the front-load containers needed to transition the northern-most route (Route 535) in 2024 with budgeted funds, and purchase the remaining containers needed in quarter 1 of 2025 with 2025 budgeted funds. We were recently informed that this truck is now expected to be in our possession as soon as August/September of 2024.

The remaining 2024 budgeted amount for containers is approximately \$265,000. In checking with our local vendors the total cost to transition the entirety of Route 535 to front-load collection will be just over \$420,000, this includes the 450 containers of various sizes (2yd – 8yd) and accessories needed to serve each customer. By transitioning the entire route at one time this will remove the need to bring a rear-load truck from its current route to handle a portion of the 535 route.

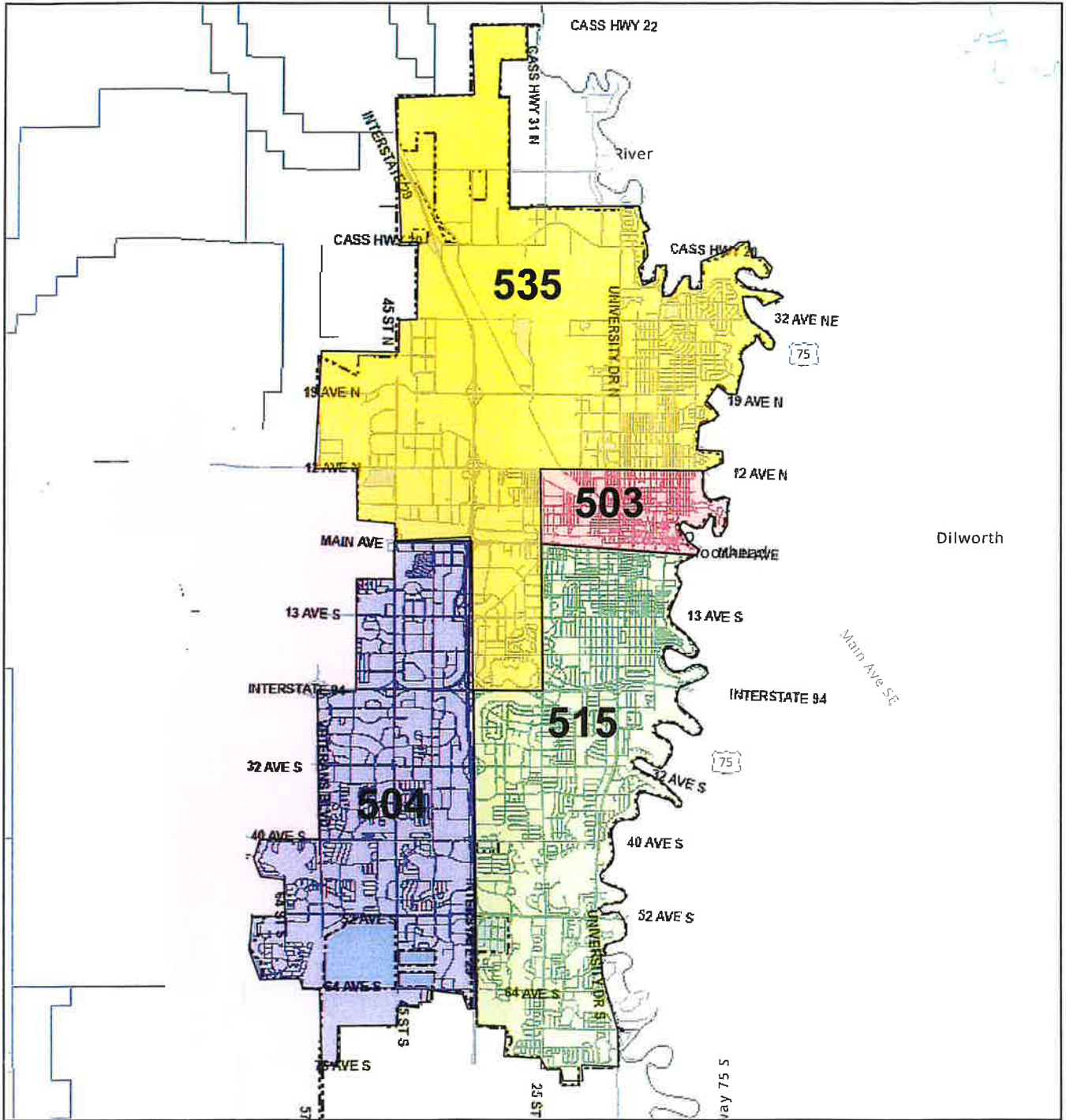
**FUNDING**

Solid Waste had carried over \$500,000 in the Landfill Capital Improvement (531-3074-433.73-10) from the 2023 budget to the 2024 budget to account for infrastructure needs that were planned but not completed. In collaboration with the Engineering Department we were able to secure and will use recycled asphalt millings from an upcoming 2024 roadway project to improve one of our main roads at the Landfill. Landfill staff will also be installing material as it is delivered to site. This will free-up a relatively significant amount of those dollars that were planned to be used for infrastructure.

**REQUEST**

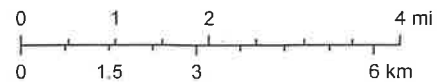
We are requesting City Commission approval to transfer \$200,000 from the Landfill Capital Improvements budget (531-3074-433.73-10) to the Commercial Collection Machinery & Equipment budget (531-3073-432.74-10) to complete the purchase of all containers necessary to transition the 535 route from rear-load to front-load for reasons described above.

# Commercial Collection Routes



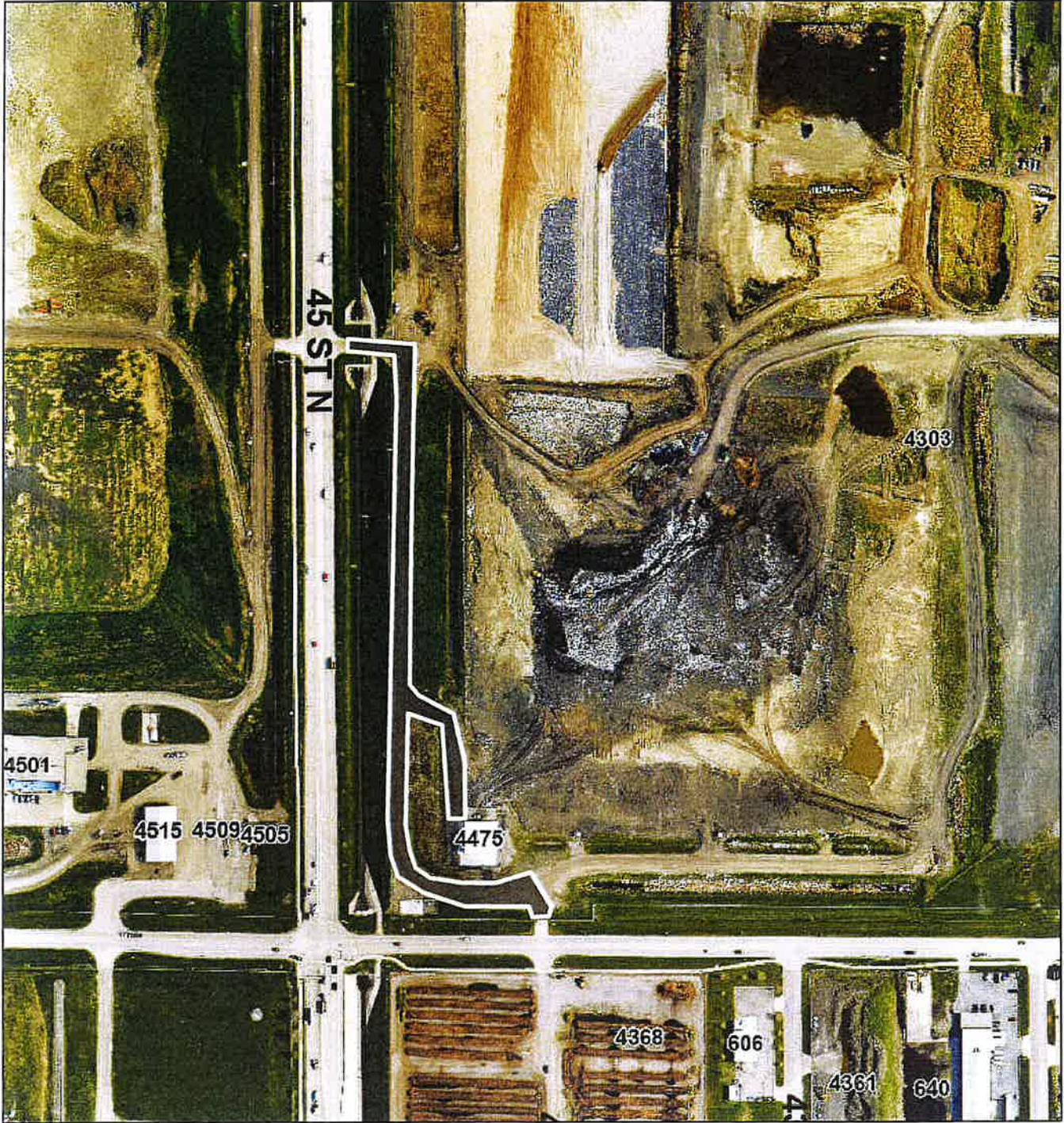
5/1/2024

1:173,939

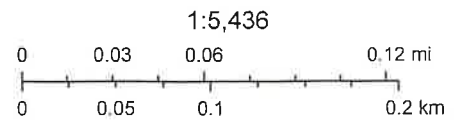


Esri, NASA, NGA, USGS, City of Fargo, County of Cass, ND, State of North Dakota, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS, City of Fargo, ND

# Roadway Improvements Using RAP from Engineering Project



5/1/2024



## BUDGET ADJUSTMENT REQUEST

*This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.*

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Solid Waste  
 REQUESTED BY: Scott Olson PROJECT NUMBER: \_\_\_\_\_

DATE PREPARED: \_\_\_\_\_

DESCRIPTION OF REQUEST: reallocate funds to allow purchase of 150 front load commercial containers

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		+	= \$
		+	= \$
TOTAL REVENUE ADJUSTMENTS:		\$	-

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
531-3073-432.74-10	Commercial Collection M&E	\$ 385,000	\$ 200,000	\$ 585,000
531-3074-433.73-10	Landfill Cap Improvements	\$ 2,000,000	\$ (200,000)	\$ 1,800,000
			+	= \$
			+	= \$
			+	= \$
			+	= \$
			+	= \$
TOTAL EXPENSE ADJUSTMENTS:		\$	-	-

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:	
FAHR REVIEWED ON:	_____
COMMISSION APPROVED ON:	_____
ENTERED BY FINANCE:     Date:	_____
By:	_____
BA#	_____

**Report of Action:**  
**FAHR Meeting of 5/6/2024**



- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

**Department:** Fire/IS

**Description:** Fire and IS request a budget adjustment regarding the inadvertently omitted fiber run to Station 8. In order to ensure geo-redundant fiber routes, IS anticipates a cost of \$70,000-\$100,000. Fire and IS have identified \$40,000 available funds to cover part of this cost, creating net funding needs of up to \$60,000. It is possible that other Station 8 contingency funds or additional state Fire Insurance rebates may become available.

**Net Financial Impact:** \$60,000

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Approve a budget adjustment of \$60,000 to be used as needed for fiber installation at Station 8, in conjunction with budget reallocations from Fire and IS.



**Information Services**  
Fargo City Hall  
225 4th Street North  
Fargo, ND 58102-4817  
[www.FargoND.gov](http://www.FargoND.gov)

April 29, 2024

City of Fargo  
225 4<sup>th</sup> St N  
Fargo, ND 58102

Dear Members;

As you are probably aware of, we are building out Fire Station #8 on 64<sup>th</sup> Ave S. As part of the construction project, the project included getting fiber from the building to a vault on 64<sup>th</sup> Ave. S.

**Through an oversight, I did not realize early enough in the project that we have conduit on 64<sup>th</sup> Ave S, but we do not have fiber in the conduit from 38<sup>th</sup> St. to 25<sup>th</sup> St. So, to get Station #8 connected to our fiber network, we need to place additional fiber in this conduit.**

Generally, we prefer to have diverse fiber routes from our Fire Stations to ensure connectivity up-time. The estimate to get fiber in this 64<sup>th</sup> Ave S route is between \$70K and \$100K. If we decide against implementing geo-redundant routes, we can place fiber from Station #8 to 24<sup>th</sup> St. only. This will cost around \$45K to \$55K.

The Fire Department has identified \$25K in its contingency fund that could go towards this fiber. IS would be able to add \$15K. This brings us up short, even for the minimal effort. And, significantly short of implementing the geo-redundant route that could complete the fiber run on 64<sup>th</sup> Ave S.

My request of FAHR is to find funding for the placement of fiber on 64<sup>th</sup> Ave S from 38<sup>th</sup> St to 25<sup>th</sup> St. Based on the Fire and IS contributions, this would be from \$40K to \$60K in needed funding. If this isn't viable, the single route could use an additional \$15K to \$20K, so that it can be completed.

**Suggested Motion:**

Move to approve the additional funding needed for the 64<sup>th</sup> Ave S fiber run.

Thank you,

A handwritten signature in blue ink that reads "R. M. Gronneberg". The signature is written in a cursive style with a large, prominent "R" and "G".

Ron Gronneberg  
CIO

## BUDGET ADJUSTMENT REQUEST

*This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.*

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: IS  
 REQUESTED BY: Ron Gronneberg PROJECT NUMBER: \_\_\_\_\_

DATE PREPARED: \_\_\_\_\_

DESCRIPTION OF REQUEST: Increase IS Fiber budget for Station 8 Fiber and Reallocate \$25,000 from Station 8 construction to IS.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ -	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
475-0520-510.74-10 Capital - IS	\$ 1,087,000	\$ 60,000	
475-0520-510.74-10 Capital - IS		\$ 25,000	\$ 1,172,000
		+	= \$ -
Fire - Station 8 Budget		+ \$ (25,000)	= \$ (25,000)
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 60,000	

**PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.**

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:	
FAHR REVIEWED ON:	_____
COMMISSION APPROVED ON:	_____
ENTERED BY FINANCE:     Date:	_____
By:	_____
BA#	_____

**Report of Action:**  
**FAHR Meeting of 5/6/2024**



- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

**Department:** FARGODOME  
**Description:** Through an RFP process, FARGODOME selected a vendor for the replacement of the end-of-life basketball court. Due to a 10-month construction lead-time, FARGODOME requests permission to purchase the new flooring systems, along with the related budget adjustment.  
**Net Financial Impact:** \$159,300 (Funded via FARGODOME's Permanent Fund)

At their meeting, FAHR endorsed this request.

**Suggested Motion:**  
Approve the recommendation from the Fargo Dome Authority to purchase a portable basketball floor from Horner Flooring in the amount of \$159,300 per the results of RFP24167, and to fund the purchase out of the FARGODOME Permanent Fund.





May 1, 2024

Fargo City Commission  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

RE: RFP24167 – FARGODOME Basketball Floor

Commissioners:

On Friday, April 26, 2024, one (1) proposal was received and reviewed for the purchase of a portable basketball floor.

The results are as follows:

<u>Firm</u>	<u>Total Price</u>
Horner Flooring	\$159,300

The review committee consisting of Rob Sobolik and Matt Costello of FARGODOME, Tanner Smedshammer, City of Fargo Purchasing Manager, and Jill Pagel, City of Fargo Procurement Analyst evaluated the one (1) proposal and determined that the proposal was compliant. Horner Flooring met all required specifications and the pricing was within expected parameters.

Because the lead time for this floor is approximately 10+ months, the request for this purchase is being made now, outside of normal capital budget planning, as the current basketball floor is past end of life and requires significant repair prior to the next planned usage of March, 2025.

At their meeting on Tuesday, April 30, 2024, the Fargo Dome Authority voted unanimously to accept the proposal from Horner Flooring for the purchase of a portable basketball floor and to fund this purchase from the FARGODOME Permanent Fund.

**Suggested Motion:**

Approve the recommendation from the Fargo Dome Authority to purchase a portable basketball floor from Horner Flooring in the amount of \$159,300 per the results of RFP24167, and to fund the purchase out of the FARGODOME Permanent Fund.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik  
General Manager, FARGODOME



# RFP24167 - Basketball Floor

## Project Overview

### Project Details

**Reference ID** RFP24167

**Project Name** Basketball Floor

**Project Owner** Rob Sobolik

**Project Type** RFP

**Department** FargoDome

**Cost** \$159,300

**Project Description** The FargoDome, an organization of the City of Fargo, is requesting proposals from qualified vendors to furnish and install a portable basketball floor of 1st Grade (Competition) hard maple wood.

**Open Date** Apr 01, 2024 3:30 PM CDT

**Close Date** Apr 26, 2024 10:00 AM CDT

**Document Takers** 8

### Highest Scoring Supplier

**Score**

**Horner Flooring**

**95 pts**



## Submissions

Supplier	Date Submitted	Name
Horner Flooring	Apr 26, 2024 8:06 AM CDT	Jay Burson

## Project Criteria

Criteria	Points
<b>A - Specifications</b>	<b>70 pts</b>
A-1 - Quality of Work	30 pts
A-2 - Training	10 pts
A-3 - Communication & Accessibility	10 pts
A-4 - Qualification & Experience	10 pts
A-5 - References	10 pts
<b>B - Cost / Delivery</b>	<b>30 pts</b>
B-1 - Cost	20 pts
B-2 - Delivery	10 pts
<b>Total</b>	<b>100 pts</b>

## BUDGET ADJUSTMENT REQUEST

*This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.*

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: FARGODOME  
 REQUESTED BY: Rob Sobolik PROJECT NUMBER : \_\_\_\_\_

DATE PREPARED: \_\_\_\_\_

DESCRIPTION OF REQUEST: Due to lead-time, order Basketball Court for 2025 delivery

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ -	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
FARGODOME 2024 Capital Budget		\$ 159,300	\$ 159,300
FARGODOME Permanent Fund		\$ (159,300)	\$ (159,300)
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:	
FAHR REVIEWED ON:	_____
COMMISSION APPROVED ON:	_____
ENTERED BY FINANCE:     Date:	_____
By:	_____
BA#	_____

**Report of Action:**  
**FAHR Meeting of 5/6/2024**



- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

**Department:** Fire  
**Description:** Reclassification to promote three firefighters to Captains, in conjunction with the opening of Station 8 at the end of October. The positions will be filled via existing promotion practices. Chief Dirksen anticipates absorbing the incremental cost for 2024 of approximately \$4,000 within his existing operating budget.  
**Net Financial Impact:** \$4,000 (to be absorbed within existing budget)

At their meeting, FAHR endorsed this request.

**Suggested Motion:**  
Approve the promotion of three firefighters to Captains later this year, to coincide with the opening of Station 8.



**Fire Department**  
637 NP Avenue  
Fargo, ND 58102  
Phone: 701.241.1540 | Fax: 701.241.8125  
[www.FargoND.gov](http://www.FargoND.gov)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: APRIL 17, 2024**

**SUBJECT: RECLASSIFICATION OF FIREFIGHTERS**

In the 2024 City of Fargo Budget, the Fire Department was authorized to hire 15 new FTE's. These FTE's were authorized at Grade 11X Step 1. These FTE's were authorized to staff Fire Station 8 which will be opened later this year. I overlooked at the budget discuss last year that I would need to promote three firefighters to fire captains at Grade 14X and Step to be determined when the station opens.

I anticipate the station opening on or around October 28, 2024. The promotions would not take effect until that time. Based on the current salaries, the pool of potential promotees, and the four pay periods to close out the year I anticipate the additional cost to be less than a \$4000 to the salary line of the Fire Department budget. Based on current budget numbers the Fire Department should be able to absorb the additional costs.


This would increase the Fire Suppression Captain numbers from 27 to 30. The practice in the Fire Department has been to have one Fire Captain assigned to each front-line fire apparatus per shift. We have eight engines and two ladder trucks for a total of 10 front line apparatus that would require a Fire Captain on all three shifts.



25

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: MAY 9, 2024**

**RE: PURCHASE OF SERVICE AGREEMENT WITH NORTHERN  
CASS PUBLIC SCHOOL.  
FUNDS: \$56,570.82  
EXPIRES: 06/30/2025**

The attached purchase of service agreement with Northern Cass Public School for \$56,570.82 for nursing services for the 2024-2025 school year.

**No budget adjustment is required for this contract.**

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

**Suggested Motion:**

Move to approve this purchase of service agreement with Northern Cass Public School.

DF/lis  
Attachment

Whereas then Northern Cass Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

**I. TERMS OF CONTRACT**

The term of this contract shall be for school year 2024-2025, beginning on July 1, 2024, and ending on June 30, 2025. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

**II. TERMINATION**

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

**III. SCOPE OF SERVICE**

The Provider agrees to provide services in accordance with documentation in this contract.

**IV. COMPENSATION**

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 65 percent for the district and 35 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Northern Cass Public School District has requested an increase in school nursing hours over the original 30 hour per week agreement plus an extra sixty hours to use over the school year. Therefore, Northern Cass Public School District agrees to pay 100 percent (salary plus benefits) of the school nursing hours in excess of 30 hours per week and the extra sixty hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$41.67.
4. Please note this position is currently vacant and the numbers noted in Attachment B are estimates based on new hire payroll plus benefits.

**V. CHANGES**

No change or amendment to this agreement may be made unless made in writing signed by the parties.

**VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT**

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.



purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

**XVII. APPLICABLE LAW**

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

**XVIII. CAPTIONS**

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

**XIX. EXECUTION AND COUNTERPARTS**

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

**XX. AMENDMENTS**

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

**XXI. NOTICES**

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

**XXII. SUCCESSORS IN INTEREST**

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

**XXIII. SEVERABILITY**

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

**XXIV. WAIVER**

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

**XXV. MERGER CLAUSE**

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

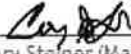
SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH

NORTHERN CASS PUBLIC SCHOOL DISTRICT

Timothy J. Mahoney, Mayor, City of Fargo

  
Cory Steiner (May 6, 2024 20:46 CDT)  
Cory Steiner, Superintendent

5/6/2024

Date

Date

ATTEST:

[Steven Sprague], City Auditor

  
Desi Fleming, Director of Public Health

056/06/2024

Date

**ATTACHMENT B**  
**2024-2025**  
**SCHOOL HEALTH SERVICES BUDGET**

<b>SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2024 to 6-30-2025</b>				
<b>NURSING COVERAGE- Northern Cass at 70% and FCPH at 30%</b>				
<u>Staff</u>	<u>Hours/week</u>	<u>Weeks</u>	<u>Hourly compensation</u>	<u>Total</u>
<b>Nurse</b>	30	35	\$49.54	\$52,017.00
<b>RN ADMINISTRATION COST</b>	36 hours per budget year		\$55.85	\$2,010.60
			<b>Total</b>	<b>\$54,027.60</b>
<b>70% Share</b>			<b>70%</b>	<b>\$37,819.32</b>
<b>Additional Hours at 100%</b>	10	35	\$41.67	\$14,584.50
<b>Additional Hours at 100%</b>	100 hours/year		\$41.67	\$4,167.00
			<b>Northern Cass at 70%</b>	<b>\$56,570.82</b>
			<b>FCPH at 30%</b>	<b>\$16,208.28</b>
<b>NOTE: TOTAL COST FOR FCPH 7-1-2024 TO 6-30-2025= \$16,208.28</b>				





# Northern Cass School 2024-2025 HLT1307ab

Final Audit Report

2024-05-07

Created:	2024-05-06
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArM4MIO19DSokhPFkZvVOIiHVNNukvXiG


## "Northern Cass School 2024-2025 HLT1307ab" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2024-05-06 - 9:57:23 PM GMT
-  Document emailed to Cory Steiner (cory.steiner@northerncassschool.com) for signature  
2024-05-06 - 9:57:38 PM GMT
-  Email viewed by Cory Steiner (cory.steiner@northerncassschool.com)  
2024-05-07 - 1:46:10 AM GMT
-  Document e-signed by Cory Steiner (cory.steiner@northerncassschool.com)  
Signature Date: 2024-05-07 - 1:46:45 AM GMT - Time Source: server
-  Agreement completed.  
2024-05-07 - 1:46:45 AM GMT

(26)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: MAY 9, 2024**

**RE: PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS  
PUBLIC SCHOOL.  
FUNDS: \$60,402.12  
EXPIRES: 06/30/2025**

The attached purchase of service agreement with Central Cass Public School for \$60,402.12 for nursing services for the 2024-2025 school year.

**No budget adjustment is required for this contract.**

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

**Suggested Motion:**

Move to approve this purchase of service agreement with Central Cass Public School.

DF/lls  
Attachment

Whereas the Central Cass Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25<sup>th</sup> Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

## **I. TERMS OF CONTRACT**

The term of this contract shall be for school year 2024-2025, beginning on July 1, 2024 and ending on June 30, 2025. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

## **II. TERMINATION**

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

## **III. SCOPE OF SERVICE**

The Provider agrees to provide services in accordance with documentation in this contract.

## **IV. COMPENSATION**

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 70 percent for the district and 30 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Central Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement plus an extra 20 hours to use over the school year. Therefore, Central Cass Public School District agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 30 hours per week and the extra 20 hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$55.08.

## **V. CHANGES**

No change or amendment to this agreement may be made unless made in writing signed by the parties.

**XV. RETENTION OF RECORDS**

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

**XVI. CONFIDENTIALITY**

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

**XVII. APPLICABLE LAW**

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**XVIII. CAPTIONS**

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SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH

CENTRAL CASS PUBLIC SCHOOL DISTRICT

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

Morgan Forness  
Morgan Forness (May 5, 2024 08:39 CDT)  
Morgan Forness, Superintendent

\_\_\_\_\_  
Date

05/08/2024  
Date

ATTEST:

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

Desi Fleming  
Desi Fleming, Director of Public Health

05/04/2024  
Date



The nurse will participate in health education program activities for children, youth, school personnel, and the community.

**ATTACHMENT B**

**2024-2025**

**SCHOOL HEALTH SERVICES BUDGET**

<b>SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2024 to 6-30-2025</b>				
<b>NURSING COVERAGE- Central Cass at 70% and FCPH at 30%</b>				
<b>Staff</b>	<b>Hours/week</b>	<b>Weeks</b>	<b>Hourly compensation</b>	<b>Total</b>
<b>Nurse</b>	<b>30</b>	<b>35</b>	<b>\$49.54</b>	<b>\$52,017.00</b>
<b>RN ADMINISTRATION COST</b>	<b>36 hours per budget year</b>		<b>\$55.85</b>	<b>\$2,010.60</b>
			<b>Total</b>	<b>\$54,027.60</b>
<b>70% Share</b>			<b>70%</b>	<b>\$37,819.32</b>
<b>Additional Hours at 100%</b>	<b>10</b>	<b>35</b>	<b>\$55.08</b>	<b>\$19,278.00</b>
<b>Additional Hours at 100%</b>	<b>60 hours/year</b>		<b>\$55.08</b>	<b>\$3,304.80</b>
			<b>Central Cass at 70%</b>	<b>\$60,402.12</b>
			<b>FCPH at 30%</b>	<b>\$16,208.28</b>
<b>NOTE: TOTAL COST FOR FCPH 7-1-2024 TO 6-30-2025= \$16,208.28</b>				







# Central Cass School 2024-2025 HLT1305a

Final Audit Report

2024-05-05

Created:	2024-05-04
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATjyE5-T2DbNKwimOWAmVAr4HQQzGCfTV

## "Central Cass School 2024-2025 HLT1305a" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2024-05-04 - 10:09:56 PM GMT
-  Document emailed to morgan.forness@k12.nd.us for signature  
2024-05-04 - 10:10:16 PM GMT
-  Email viewed by morgan.forness@k12.nd.us  
2024-05-05 - 1:36:03 PM GMT
-  Signer morgan.forness@k12.nd.us entered name at signing as Morgan Forness  
2024-05-05 - 1:39:32 PM GMT
-  Document e-signed by Morgan Forness (morgan.forness@k12.nd.us)  
Signature Date: 2024-05-05 - 1:39:34 PM GMT - Time Source: server
-  Agreement completed.  
2024-05-05 - 1:39:34 PM GMT

(27)

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Buchholz Addition	<b>Date:</b>	7/27/2023
		<b>Update:</b>	5/9/2024
<b>Location:</b>	1330 43rd Street North and 1301 45th Street North	<b>Staff Contact:</b>	Donald Kress, planning coordinator
<b>Legal Description:</b>	Lots 4-6, Block 11, Industrial Subdivision No.1, and part of Lot 25, Hector's Subdivision		
<b>Owner(s)/Applicant:</b>	Buchholz Exchange, LLC; Norgren Exchange, LLC / Mark Buchholz	<b>Engineer:</b>	RJN Survey
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Plat of <b>Buchholz Addition</b> , a replat Lots 4-6, Block 11, Industrial Subdivision No.1, and part of Lot 25, Hector's Subdivision to the City of Fargo, Cass County, North Dakota)		
<b>Status:</b>	City Commission Consent Agenda: May 13 <sup>th</sup> , 2024		
<b>Existing</b>		<b>Proposed</b>	
<b>Land Use:</b> Industrial and undeveloped		<b>Land Use:</b> Industrial	
<b>Zoning:</b> GI, General Industrial		<b>Zoning:</b> No change	
<b>Uses Allowed:</b> GI - General Industrial. Allows detention facilities, health care facilities, safety services, adult entertainment centers, off-premise advertising, commercial parking, industrial service, manufacturing and production, warehouse and freight movement, waste related use, wholesale sales, aviation, surface transportation, mining, basic utilities, and some telecommunications facilities		<b>Uses Allowed:</b> No change	
<b>Maximum Lot Coverage:</b> 85%		<b>Maximum Lot Coverage:</b> No change	
<b>Proposal:</b>			
The applicant requests one entitlement:			
1. A minor subdivision, entitled <b>Buchholz Addition</b> , which is a replat of Lots 4-6, Block 11, Industrial Subdivision No.1, and part of Lot 25, Hector's Subdivision			
<b>Surrounding Land Uses and Zoning Districts:</b>			
<ul style="list-style-type: none"> <li>• North: GI, with industrial uses</li> <li>• East: GI, with industrial uses</li> <li>• South: GI, with industrial uses</li> <li>• West: Cass County Drain No. 40</li> </ul>			
<b>Area Plans:</b>			
The subject property is not located within a growth plan or area plan.			
<b>Context:</b>			
<b>Schools:</b> The subject property is located within the West Fargo School District, specifically within the Westside Elementary, Cheney Middle and West Fargo High schools.			
<b>Neighborhood:</b> The subject property is not located within a named neighborhood.			
<b>Parks:</b> There are no Fargo parks within one mile of the subject property.			
<b>Pedestrian / Bicycle:</b> There are no shared use paths adjacent to the subject property.			
<b>Transit:</b> The subject property is not along a MATBus route.			

**Staff Analysis:**

The subject property is bounded by 14<sup>th</sup> Avenue North (north), 43<sup>rd</sup> Street North (east) and Cass County Drain No. 40 (west), and an adjacent property (south).

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

**SUBDIVISION**

This subdivision replats Lots 4-6, Block 11, Industrial Subdivision No.1, and part of Lot 25, Hector's Subdivision into three lots zoned GI, General Industrial. The existing buildings will remain.

**ACCESS:** The subdivision takes access from 14<sup>th</sup> Avenue North and 43<sup>rd</sup> Street North. An "L"-shaped 40-foot wide access and utility easement within the subdivision provides additional access.

**175 FOOT DRAIN SETBACK:** The subject property abuts Cass County Drain No. 40 on the west side. Land Development Code Section 20-0610.F requires that no subdivision may be approved without a notation and delineation of an area 175 feet from the centerline of any legal drain and the applicant for subdivision approval will be required to dedicate such areas to the public for purposes of such drain. This plat depicts an easement granted to the Southeast Cass Water Resources District for this purpose.

**AMENITIES PLAN:** An amenities plan regarding requirements for stormwater management is being finalized between City staff and the developer.

**Minor Subdivision**

The LDC stipulates that the following criteria are met before a minor plat can be approved:

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The current zoning is GI, General Industrial. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has not received any comments or inquiries. **(Criteria Satisfied)**

- 2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

**Staff Recommendation:**

**Suggested Motion:** "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed a plat of the **Buchholz Addition**, as outlined in the staff report, as the proposal complies with the 2007 Growth Plan, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."

**Planning Commission Recommendation: August 1<sup>st</sup>, 2023**

At the August 1<sup>st</sup>, 2023 Planning Commission hearing, that Commission, by a vote of 7-0 with two Commissioners absent and two Commission seats vacant, moved to accept the findings and

recommendations of staff and recommended approval to the City Commission of the proposed a plat of the **Buchholz Addition**, as outlined in the staff report, as the proposal complies with the 2007 Growth Plan, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC.

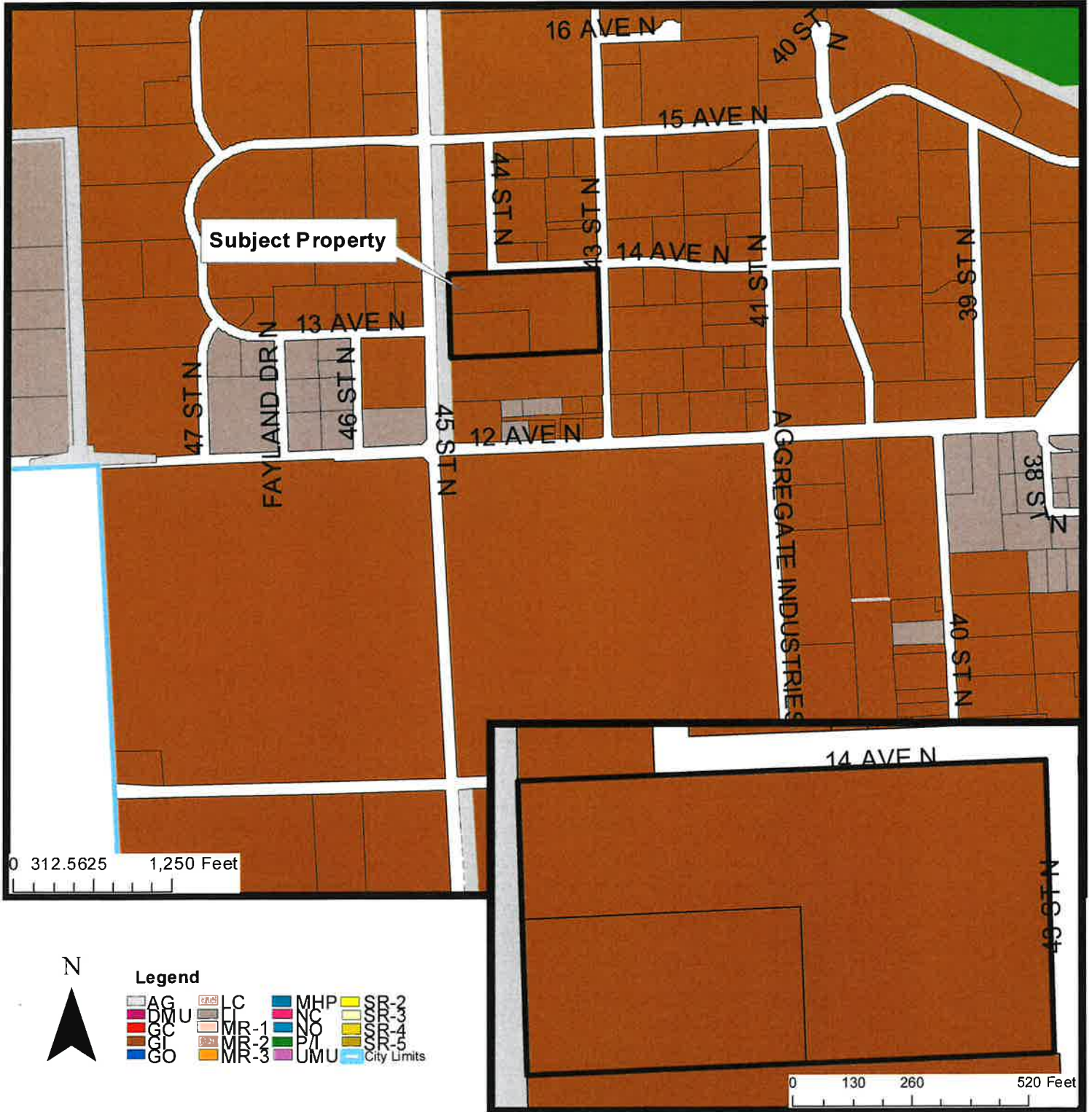
**Attachments:**

1. Zoning map
2. Location map
3. Preliminary plat

# Minor Subdivision

## Buchholz Addition

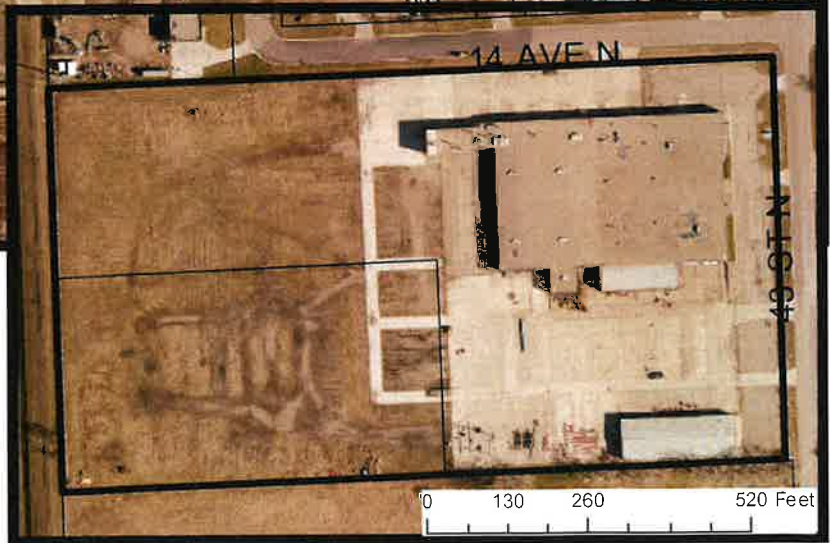
1330 43th Street North & 1301 45th Street North



# Minor Subdivision

## Buchholz Addition

1330 43th Street North & 1301 45th Street North



### Legend

 City Limits

# BUCHHOLZ ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
CASS COUNTY, NORTH DAKOTA  
(A MINOR SUBDIVISION)

**SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT**  
Joshua J. Nelson, Professional Land Surveyor under the laws of the State of North Dakota, being duly sworn, deposes and says that he is the author of the above survey of said subdivision and that the monuments for the boundaries of the same have been located or placed in the ground as shown.

Dated this 20th day of February, 2024.



State of North Dakota )  
County of Cass )  
On this 20th day of February, 2024, appeared before me, Joshua J. Nelson, Notary Public, the undersigned, who being duly sworn, depose and say that they are the owners of the above described premises and that they executed the same on the 20th day of February, 2024, and did acknowledge to me the same at the time they were so made and did acknowledge to me the same at the time they were so made and did



Notary Public, Joshua J. Nelson

**OWNERS' CERTIFICATE**  
KNOW ALL PERSONS BY THESE PRESENTS, that Norgren Exchange LLC and Buchholz Exchange LLC, both of Minnesota Limited Liability Companies, as owners of a parcel of land located in that part of the Southwest Quarter of Section 34, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:  
All of Lots 4 through 6, Block 11 of INDUSTRIAL SUBDIVISION NO. 1, according to the recorded plat thereof on file and of record in the office of the Recorder, Cass County, North Dakota.

AND  
Part of Lot 26 of HECTOR'S SUBDIVISION, according to the recorded plat thereof, on the one of record in the office of the Recorder, Cass County, North Dakota.

That containing 17.39 acres, more or less, are subject to Easements, Reservations, Restrictions and Rights-of-Way of record and that the owners of the above described property have caused the same to be surveyed and platted as "BUCHHOLZ ADDITION" to the CITY OF FARGO, Cass County, North Dakota and does hereby declare to the public for public use the utility easement shown on said plat and on said nearby plat and convey a private road, storm sewer easement, and access & utility easement, as shown hereon, to all the lots within said "BUCHHOLZ ADDITION".

**OWNER:**  
Norgren Exchange LLC  
By: Steve Norgren, President  
Steve Norgren  
State of ND )  
County of ND )  
On this 20th day of February, 2024, appeared before me Steve Norgren, Notary Public, who being duly sworn, depose and say that they executed the same on the 20th day of February, 2024, and did acknowledge to me the same at the time they were so made and did acknowledge to me the same at the time they were so made and did



Notary Public, Steve Norgren

**CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**  
Approved by the City Engineer this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Tom Kozminski, P.E.  
City Engineer

State of North Dakota )  
County of Cass )  
On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public, in and to-wit: the above named parties, who being duly sworn, depose and say that they executed the same on the \_\_\_ day of \_\_\_\_\_, 20\_\_ and did acknowledge to me the same at the time they were so made and did acknowledge to me the same at the time they were so made and did

Notary Public, \_\_\_\_\_

**FARGO CITY COMMISSION APPROVAL**  
Approved by the Board of Commissioners and entered filed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public, \_\_\_\_\_

**OWNER:**  
Buchholz Exchange LLC  
By: Steve Norgren, Owner  
Steve Norgren  
State of ND )  
County of ND )  
On this 20th day of February, 2024, appeared before me Steve Norgren, Notary Public, who being duly sworn, depose and say that they executed the same on the 20th day of February, 2024, and did acknowledge to me the same at the time they were so made and did acknowledge to me the same at the time they were so made and did

Notary Public, Steve Norgren

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Notary Public, Steve Norgren

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Notary Public, Steve Norgren



Joshua J. Nelson, Professional Land Surveyor  
Registration No. 15-27892  
Cass County, North Dakota  
Email: jn@jnsurvey.com



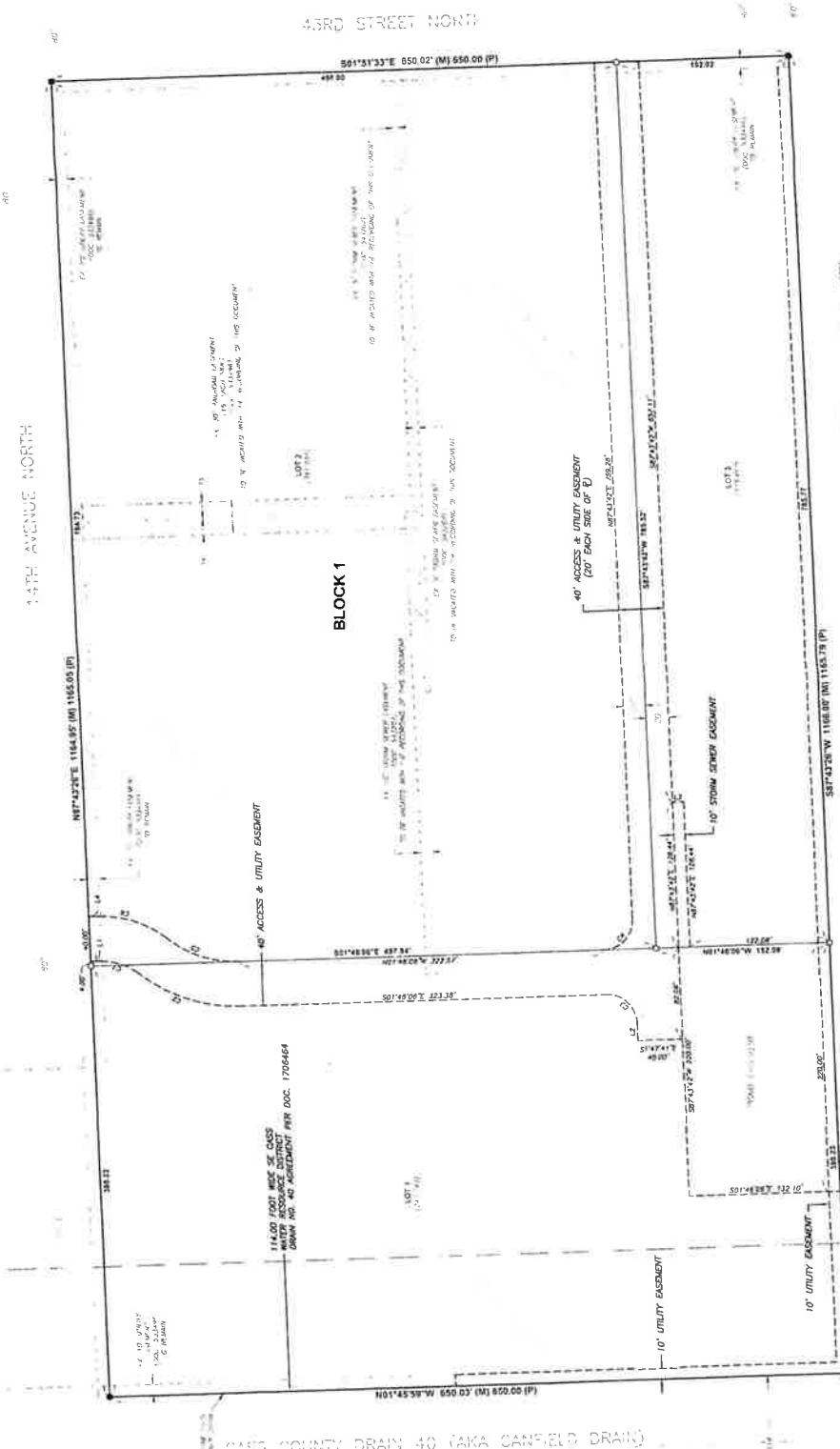
# BUCHHOLZ ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
 A REPLAT OF LOTS 4 THROUGH 6, BLOCK 11 OF INDUSTRIAL SUBDIVISION NO. 1 AND PART OF LOT 25 OF HECIOR'S SUBDIVISION  
 CASS COUNTY, NORTH DAKOTA  
 (A MINOR SUBDIVISION)

**LEGEND**

- OPEN SPACE (SEE PLAN)
- (M) MEASURED
- (P) PLAT

1" = 100' SCALE  
 1" = 50' SCALE  
 1" = 25' SCALE  
 1" = 12.5' SCALE  
 1" = 6.25' SCALE  
 1" = 3.125' SCALE  
 1" = 1.5625' SCALE  
 1" = 0.78125' SCALE  
 1" = 0.390625' SCALE



**NOTES**

1. UNDEVELOPED AREAS SHOWN WITH THE BOUNDARIES OF THE CITY OF FARGO.
2. THE CITY OF FARGO HAS A PLAT FOR THE BUCHHOLZ ADDITION WHICH IS SUBJECT TO THE CITY OF FARGO'S PLAT.
3. THE CITY OF FARGO HAS A PLAT FOR THE BUCHHOLZ ADDITION WHICH IS SUBJECT TO THE CITY OF FARGO'S PLAT.
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10. THE CITY OF FARGO HAS A PLAT FOR THE BUCHHOLZ ADDITION WHICH IS SUBJECT TO THE CITY OF FARGO'S PLAT.

**LOT TABLE**

LOT	AREA	BEARING	DISTANCE	AREA	BEARING	DISTANCE
1	1000	N 100° 00' 00" W	100.00	1000	N 100° 00' 00" W	100.00
2	1000	N 100° 00' 00" W	100.00	1000	N 100° 00' 00" W	100.00
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4	1000	N 100° 00' 00" W	100.00	1000	N 100° 00' 00" W	100.00

**STAKE TABLE**

STAKE	BEARING	DISTANCE	STAKE	BEARING	DISTANCE
1	N 100° 00' 00" W	100.00	1	N 100° 00' 00" W	100.00
2	N 100° 00' 00" W	100.00	2	N 100° 00' 00" W	100.00
3	N 100° 00' 00" W	100.00	3	N 100° 00' 00" W	100.00
4	N 100° 00' 00" W	100.00	4	N 100° 00' 00" W	100.00

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2	N 100° 00' 00" W	100.00	2	N 100° 00' 00" W	100.00
3	N 100° 00' 00" W	100.00	3	N 100° 00' 00" W	100.00
4	N 100° 00' 00" W	100.00	4	N 100° 00' 00" W	100.00

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2	N 100° 00' 00" W	100.00	2	N 100° 00' 00" W	100.00
3	N 100° 00' 00" W	100.00	3	N 100° 00' 00" W	100.00
4	N 100° 00' 00" W	100.00	4	N 100° 00' 00" W	100.00

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2	N 100° 00' 00" W	100.00	2	N 100° 00' 00" W	100.00
3	N 100° 00' 00" W	100.00	3	N 100° 00' 00" W	100.00
4	N 100° 00' 00" W	100.00	4	N 100° 00' 00" W	100.00

**STAKE TABLE**

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1	N 100° 00' 00" W	100.00	1	N 100° 00' 00" W	100.00
2	N 100° 00' 00" W	100.00	2	N 100° 00' 00" W	100.00
3	N 100° 00' 00" W	100.00	3	N 100° 00' 00" W	100.00
4	N 100° 00' 00" W	100.00	4	N 100° 00' 00" W	100.00

17155th Ave NW  
 Fargo, ND 58103  
 Email: cch@grunway.com

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<b>City of Fargo Staff Report</b>			
<b>Title:</b>	South Ridge Second Addition	<b>Date:</b> <b>Udate:</b>	12/27/23 05/09/24
<b>Location:</b>	2445 and 2365 65 <sup>th</sup> Avenue South	<b>Staff Contact:</b>	Luke Morman, Planner
<b>Legal Description:</b>	Lots 5 & 6, Block 3, South Ridge First Addition		
<b>Owner(s)/Applicant:</b>	Fargo Investments, LLC / Colliers Engineering & Design	<b>Engineer:</b>	Westwood Professional Services, Inc.
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Replat of Lots 5 & 6, Block 3, South Ridge First Addition)		
<b>Status:</b>	City Commission consent agenda: May 13, 2024		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Undeveloped	<b>Land Use:</b> Commercial
<b>Zoning:</b> LC, Limited Commercial, with a C-O, Conditional Overlay	<b>Zoning:</b> Unchanged
<b>Uses Allowed:</b> Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, offices, off-premise advertising, commercial parking, retail sales and service, self-service storage, vehicle repair, limited vehicle service, and certain telecommunication facilities. <b>Conditional Overlay No. 5288 prohibits certain uses as indicated above.</b>	<b>Uses Allowed:</b> Unchanged
<b>Maximum Lot Coverage Allowed:</b> Maximum 55% building coverage	<b>Maximum Lot Coverage Allowed:</b> Unchanged

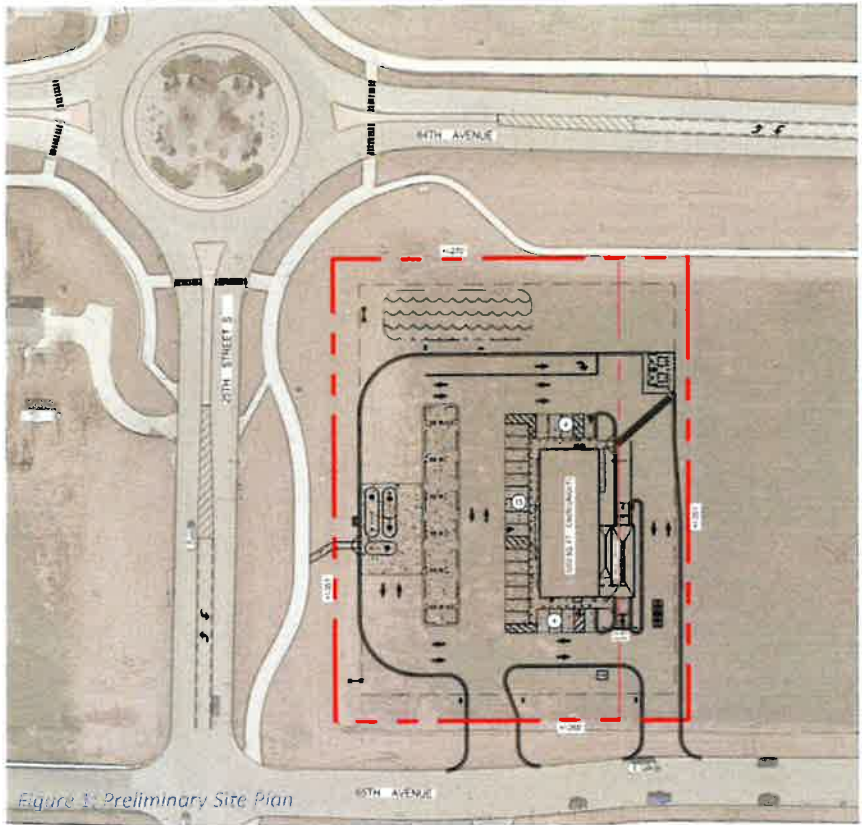
**Proposal:**

The applicant is seeking approval of a minor subdivision located at 2445 and 2365 65<sup>th</sup> Avenue South. The request is to adjust the existing lot line and remove a portion of the existing negative access easement as a new two-lot minor subdivision entitled **South Ridge Second Addition**. The existing negative access easement currently extends about 200 feet from the 25<sup>th</sup> Street South right-of-way, so removing a portion of the easement will allow for an extra driveway as shown in the preliminary site plan below as reference. The existing C-O, Conditional Overlay will remain with design guidelines such as façade variation, pedestrian connectivity, parking lot landscaping, and prohibited uses.

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

**Surrounding Land Uses and Zoning Districts:**

- North: Across 64<sup>th</sup> Avenue South, LC, Limited Commercial, undeveloped
- East: MR-3, Multi-dwelling Residential, undeveloped
- South: Across 65<sup>th</sup> Avenue South, MR-3, Multi-dwelling Residential, multi-dwelling structures
- West: Across 25<sup>th</sup> Street South, SR-2, and SR-3, Single-dwelling Residential; household living and undeveloped.

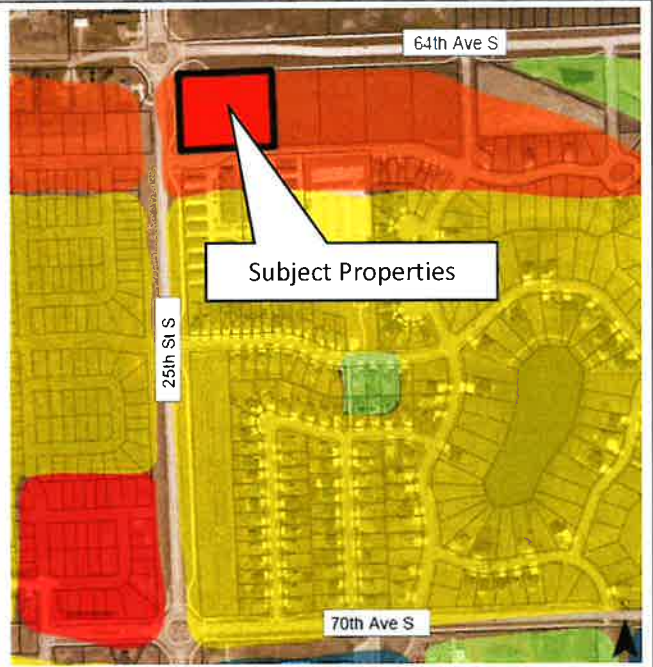


**Area Plans:**

According to the amended 2007 Tier 1 Southeast Land Use Map, the subject properties are designated as "Commercial." The current zoning of LC, Limited Commercial is consistent with this land use designation.

**2007 Tier 1 South East**

- |   |                 |   |  |
|---|-----------------|---|--|
|  | Commercial Area |  | Residential Area - lower to medium density |
|  | Future School   |  | Residential Area - medium to high density  |
|  | Proposed Park   |   |  |



<p><b>Context:</b></p> <p><b>Schools:</b> The subject properties are located within the Fargo School District, specifically within the Bennett Elementary, Discovery Middle, and Davies High schools.</p> <p><b>Neighborhood:</b> The subject properties are located within Davies neighborhood.</p> <p><b>Parks:</b> Legacy Park, located at 6297 22nd Street South, is within a quarter mile to the northeast of the subject properties and provides amenities of a basketball court, grill, picnic tables, playgrounds for ages 2-5 and 5-12, recreational trails, and a shelter.</p> <p><b>Pedestrian / Bicycle:</b> In addition to the trails within Legacy Park, an off-road multi-use trail is adjacent to the west side and north sides of the subject properties, within the right of way for 25<sup>th</sup> Street South and 64<sup>th</sup> Avenue South, which is a component of the metro area bikeways system.</p> <p><b>Bus Route:</b> There are no bus routes within a quarter mile of the subject properties.</p>
<p><b>Staff Analysis:</b></p> <p><b>Minor Subdivision</b></p> <p>The LDC stipulates that the following criteria is met before a minor plat can be approved:</p> <ol style="list-style-type: none"> <li> <p><b>1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</b></p> <p>This subdivision is intended to move the shared lot line and remove a portion of the existing negative access easement for a two-lot minor subdivision entitled South Ridge Second Addition. The properties within this plat are currently zoned LC, Limited Commercial, with a Conditional Overlay, and no change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.</p> <p><b>(Criteria Satisfied)</b></p> </li> <li> <p><b>2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</b></p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals.</p> <p><b>(Criteria Satisfied)</b></p> </li> </ol>
<p><b>Staff Recommendation:</b></p> <p>Suggested Motion: "To accept the findings and recommendations of Planning Commission and staff and hereby move to approve the proposed subdivision plat, <b>South Ridge Second Addition</b> as outlined within the staff report, as the proposal complies with the 2007 Tier 1 Southeast Land Use Map, standards of Section 20-06, Section 20-0907.B &amp; C, and all other applicable requirements of the Land Development Code."</p>

**Planning Commission Recommendation: January 2, 2024**

At the January 2<sup>nd</sup>, 2024 Planning Commission public hearing, that Commission, by a vote of 8-0 with one Commissioner absent and two Commission seats vacant, moved to accept the findings and recommendations of staff and recommend approval of the proposed subdivision plat, **South Ridge Second Addition** as outlined within the staff report, as the proposal complies with the 2007 Tier 1 Southeast Land Use Map, standards of Section 20-06, Section 20-0907.B & C, and all other applicable requirements of the Land Development Code.

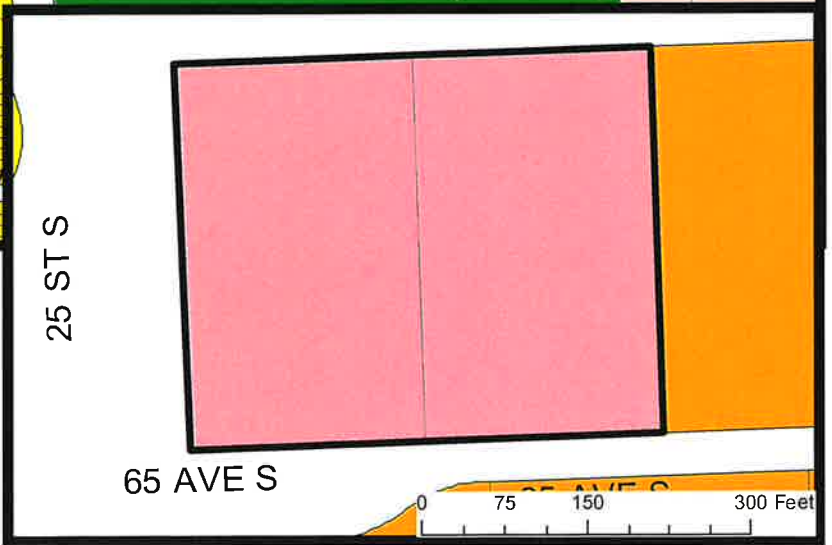
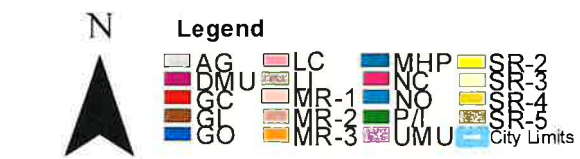
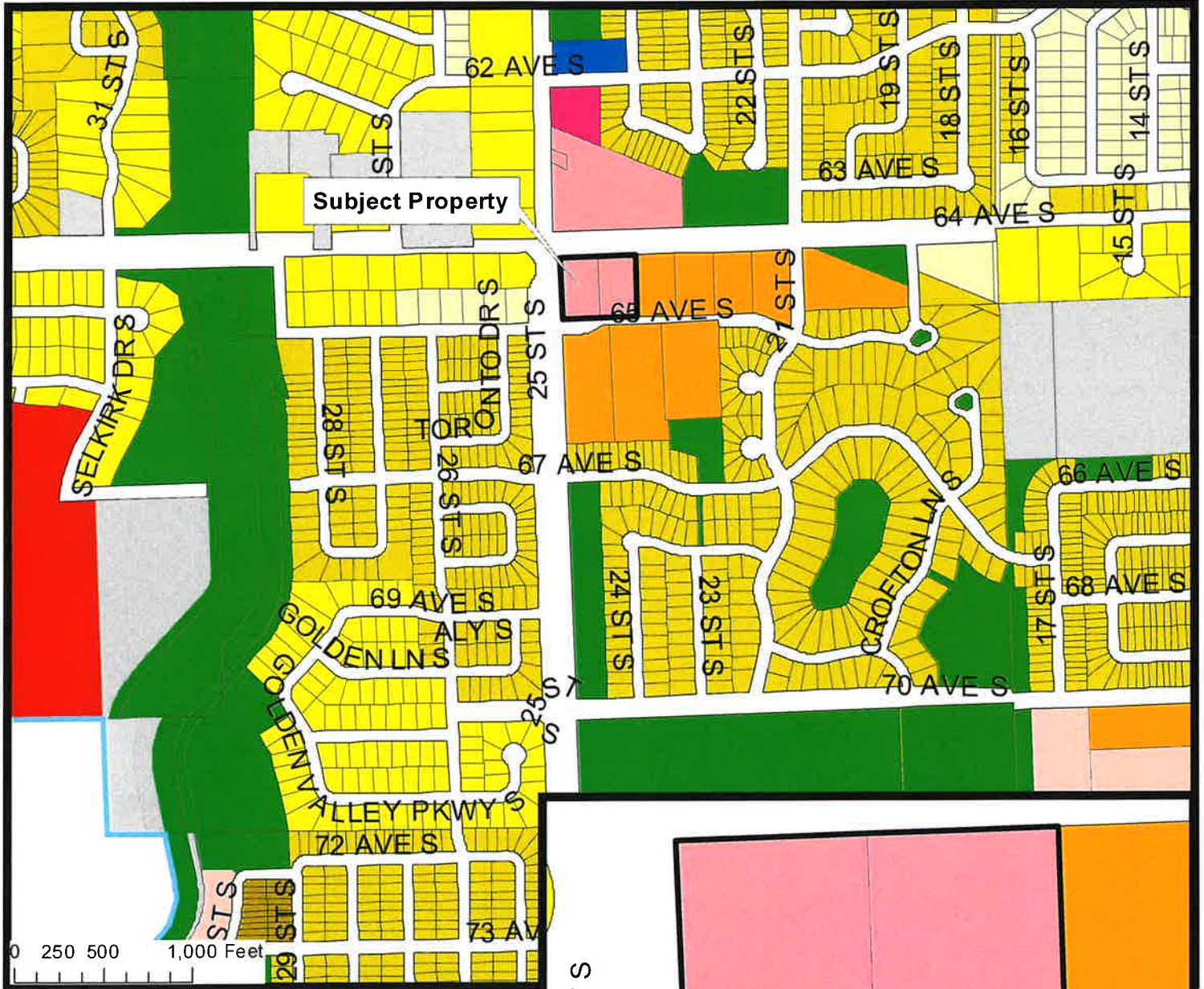
**Attachments:**

1. Zoning map
2. Location map
3. Preliminary plat

# Minor Subdivision

## South Ridge Second Addition

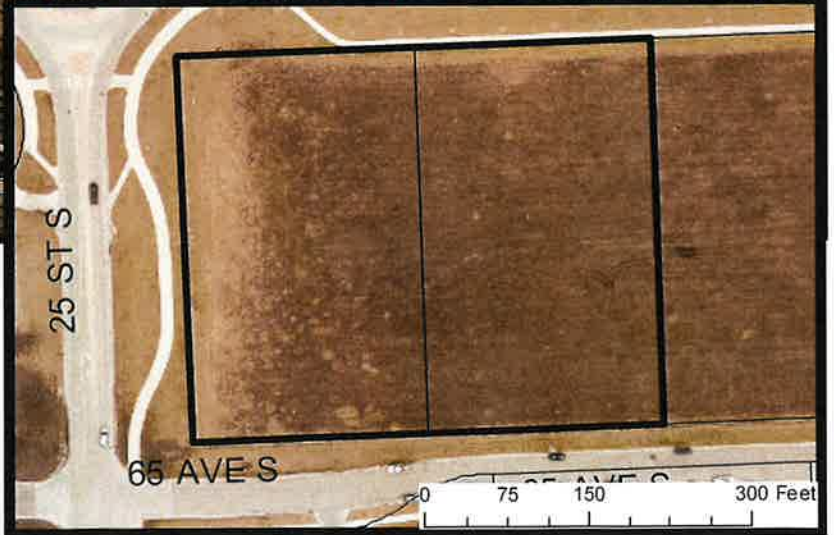
2365 & 2445 65th Avenue South



# Minor Subdivision

## South Ridge Second Addition

2365 & 2445 65th Avenue South

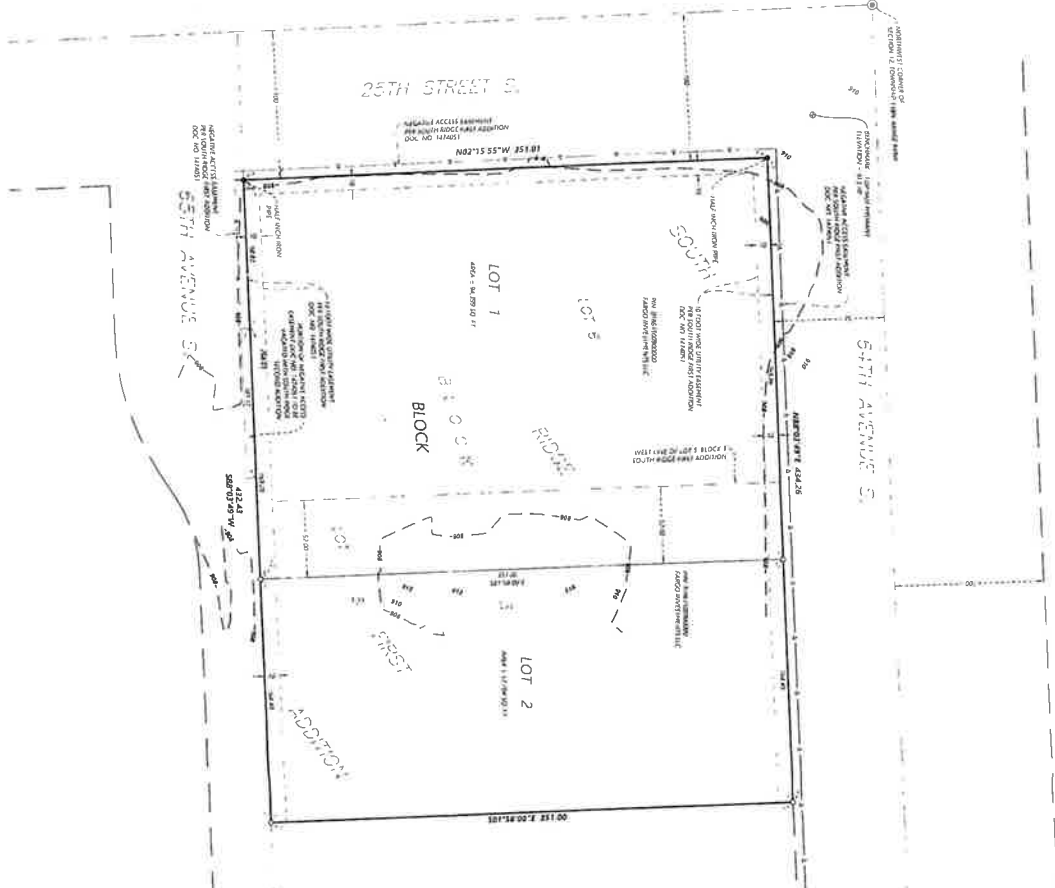


### Legend

 City Limits

# SOUTH RIDGE SECOND ADDITION

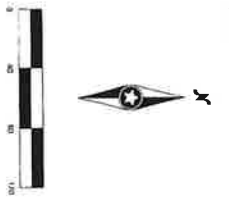
## A MINOR SUBDIVISION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



**OWNER'S DESCRIPTION**  
 I, the undersigned, do hereby certify that the above described property is the same as that shown on the plat of the SOUTH RIDGE SECOND ADDITION being a replat of lots 5 and lot 6, block 3, south ridge first addition to the city of Fargo, Cass County, North Dakota, as shown on the plat of the said first addition, and that the same is being replatted as shown on the above described plat.

STATE OF NORTH DAKOTA  
 COUNTY OF CASS  
 I, the undersigned, do hereby certify that the above described property is the same as that shown on the plat of the SOUTH RIDGE SECOND ADDITION being a replat of lots 5 and lot 6, block 3, south ridge first addition to the city of Fargo, Cass County, North Dakota, as shown on the plat of the said first addition, and that the same is being replatted as shown on the above described plat.

**CITY OF FARGO PLANNING COMMISSION APPROVAL**  
 I, the undersigned, do hereby certify that the above described property is the same as that shown on the plat of the SOUTH RIDGE SECOND ADDITION being a replat of lots 5 and lot 6, block 3, south ridge first addition to the city of Fargo, Cass County, North Dakota, as shown on the plat of the said first addition, and that the same is being replatted as shown on the above described plat.



**LEGEND**

Symbol	Description
Circle with dot	Well Head (1st class)
Circle with cross	Well Head (2nd class)
Circle with horizontal lines	Well Head (3rd class)
Circle with vertical lines	Well Head (4th class)
Circle with diagonal lines	Well Head (5th class)
Circle with wavy lines	Well Head (6th class)
Circle with concentric circles	Well Head (7th class)
Circle with solid fill	Well Head (8th class)
Circle with dashed border	Well Head (9th class)
Circle with dotted border	Well Head (10th class)

**NOTES**

1. THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT SHOWN ON THE PLAT OF THE SOUTH RIDGE FIRST ADDITION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AS SHOWN ON THE PLAT OF THE SAID FIRST ADDITION, AND THAT THE SAME IS BEING REPLATTED AS SHOWN ON THE ABOVE DESCRIBED PLAT.
2. THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT SHOWN ON THE PLAT OF THE SOUTH RIDGE SECOND ADDITION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AS SHOWN ON THE PLAT OF THE SAID SECOND ADDITION, AND THAT THE SAME IS BEING REPLATTED AS SHOWN ON THE ABOVE DESCRIBED PLAT.
3. THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT SHOWN ON THE PLAT OF THE SOUTH RIDGE THIRD ADDITION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE THIRD ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AS SHOWN ON THE PLAT OF THE SAID THIRD ADDITION, AND THAT THE SAME IS BEING REPLATTED AS SHOWN ON THE ABOVE DESCRIBED PLAT.
4. THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT SHOWN ON THE PLAT OF THE SOUTH RIDGE FOURTH ADDITION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE FOURTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AS SHOWN ON THE PLAT OF THE SAID FOURTH ADDITION, AND THAT THE SAME IS BEING REPLATTED AS SHOWN ON THE ABOVE DESCRIBED PLAT.
5. THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT SHOWN ON THE PLAT OF THE SOUTH RIDGE FIFTH ADDITION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE FIFTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AS SHOWN ON THE PLAT OF THE SAID FIFTH ADDITION, AND THAT THE SAME IS BEING REPLATTED AS SHOWN ON THE ABOVE DESCRIBED PLAT.
6. THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT SHOWN ON THE PLAT OF THE SOUTH RIDGE SIXTH ADDITION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE SIXTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AS SHOWN ON THE PLAT OF THE SAID SIXTH ADDITION, AND THAT THE SAME IS BEING REPLATTED AS SHOWN ON THE ABOVE DESCRIBED PLAT.
7. THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT SHOWN ON THE PLAT OF THE SOUTH RIDGE SEVENTH ADDITION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE SEVENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AS SHOWN ON THE PLAT OF THE SAID SEVENTH ADDITION, AND THAT THE SAME IS BEING REPLATTED AS SHOWN ON THE ABOVE DESCRIBED PLAT.
8. THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT SHOWN ON THE PLAT OF THE SOUTH RIDGE EIGHTH ADDITION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE EIGHTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AS SHOWN ON THE PLAT OF THE SAID EIGHTH ADDITION, AND THAT THE SAME IS BEING REPLATTED AS SHOWN ON THE ABOVE DESCRIBED PLAT.
9. THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT SHOWN ON THE PLAT OF THE SOUTH RIDGE NINTH ADDITION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE NINTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AS SHOWN ON THE PLAT OF THE SAID NINTH ADDITION, AND THAT THE SAME IS BEING REPLATTED AS SHOWN ON THE ABOVE DESCRIBED PLAT.
10. THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT SHOWN ON THE PLAT OF THE SOUTH RIDGE TENTH ADDITION BEING A REPLAT OF LOTS 5 AND LOT 6, BLOCK 3, SOUTH RIDGE TENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, AS SHOWN ON THE PLAT OF THE SAID TENTH ADDITION, AND THAT THE SAME IS BEING REPLATTED AS SHOWN ON THE ABOVE DESCRIBED PLAT.

**Westwood**  
 Professional Services, Inc.



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# FARGO POLICE DEPARTMENT

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

*OFFICE OF THE CHIEF*

## MEMORANDUM

**COPY**

**To:** Board of Commissioners

**From:** Chief David B. Zibolski

**Date:** May 9, 2024

**RE: Approval of the agreement for emergency veterinary services with Red River Animal Emergency Clinic, LLC**

Dear Commissioners,

The Fargo Police Department has finalized the agreement for emergency animal services with the Red River Animal Emergency Clinic, LLC, located at 4491 23<sup>rd</sup> Avenue South, Fargo.

The agreement has been reviewed and approved by City Attorney Nancy Morris. A copy of the three year contract is attached.

**Recommended Motion**

Approve the contract with Red River Animal Emergency Clinic, LLC for emergency veterinary services.

Please contact me if you have any questions regarding this agreement.

Sincerely,

David B. Zibolski  
Chief of Police

## AGREEMENT FOR EMERGENCY VETERINARY SERVICES

This Agreement for Emergency Veterinary Services (Agreement) by and between the city of Fargo, a North Dakota municipal corporation, 225 4<sup>th</sup> Street North, Fargo, North Dakota (City or Fargo) and Red River Animal Emergency Clinic, LLC, a North Dakota limited liability company, d/b/a/ RED RIVER ANIMAL EMERGENCY HOSPITAL & REFERRAL CENTER, 4491 23<sup>rd</sup> Avenue South, Fargo, North Dakota (RRAEH).

### Recitals

1. RRAEH has agreed to provide emergency veterinary services to CITY for domestic dogs and cats found within the City's geographical boundaries; and
2. CITY has agreed to compensate RRAEH for such services when brought to RRAEH by a Fargo authorized employee; and
3. The parties wish to define their respective duties and responsibilities.

### Agreement

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, the parties agree that the terms of their Agreement shall be as follows:

- I. Term of Agreement
  - A. This Agreement shall be effective upon signature of the parties and for a period of three (3) years.
  - B. Notice of Termination – Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
- II. Services and Cost of Provided Care by RRAEH
  - A. RRAEH agrees to evaluate, treat, and hospitalize seriously ill or injured animals that are delivered to RRAEH by an authorized CITY employee on a continuous basis, 7 days per week, 24 hours per day, for the entire period of this Agreement.
  - B. Cost of treatment, stabilization, or hospitalization of an injured animal brought in by an authorized CITY employee shall not exceed \$500 per animal, without further authorization.

- C. In the event care and treatment is anticipated to exceed \$500, RRAEH staff will contact CITY to discuss treatment and prognosis. Based on RRAEH recommendation, CITY may authorize, in writing, for the expenditure of additional funds for further and additional treatment.
- D. CITY, on recommendation and with guidance from RRAEH, will determine when humane euthanasia is appropriate. CITY will complete the appropriate paperwork before an animal is humanely euthanized. CITY will be responsible for the final decision of whether to humanely euthanize the animal.
- E. Animals humanely euthanized pursuant to this Agreement shall be cremated. CITY shall be responsible for cremation fees, if any, up to \$20. In the event cremation fees exceed \$20, other forms of disposal shall be utilized.
- F. On a monthly basis, RRAEH shall submit detailed invoices itemizing services rendered with reference to the corresponding Stray Animal Form, and supporting documentation for payment to CITY. CITY will make payment to RRAEH according to its regular billing cycle.

III. Delivery and Transport of Animals

- A. Upon delivery of a stray animal to RRAEH, the CITY official delivering the animal will:
  - i. Complete the RRAEH "Stray Animal Form"; and
  - ii. Retrieve animals surrendered to RRAEH for care at the earliest available time.
- B. RRAEH will contact Dispatch if an animal needs to be picked up or if available, request the CITY official who dropped the animal off at RRAEH to arrange transport of the animal to the daytime holding facility.
- C. In the event no CITY official is available to pick up and transport the animal from RRAEH to the daytime holding facility, RRAEH can request for an officer to meet RRAEH staff at the daytime holding facility, and RRAEH staff will transport the stray animal themselves.

IV. Claiming of Animals

- A. RRAEH will document and maintain complete records concerning the identification and disposal of animals delivered to RRAEH by CITY. RRAEH shall respond to inquiries regarding animals, display delivered animals by use of social media and online resources, and exhaust all RRAEH resources to properly attempt locate City delivered animals.
- B. Upon receiving an Owner request to claim an animal, RRAEH will secure proper identifying documentation, including but not limited to, records, microchip number, or pictures.
- C. RRAEH will inform the verified Owner of the treatment rendered and associated cost incurred. Owner is not responsible for costs incurred prior to identification. Should Owner choose to pay for services rendered prior to identification, RRAEH shall credit City account any amount received. Any further treatment recommendations following Owner identification shall be solely Owner's responsibility.

V. Housing of Animals

RRAEH will provide appropriate and humane housing and care for the animals brought into RRAEH by CITY according to general standards of veterinary care, including appropriate temperature and ventilation.

VI. Records

- A. RRAEH will record each stray animal brought in by CITY in its electronic medical record (EMR) system under "The City of Fargo account (Account # 479)". Stray animals will be named "Month/Day/Year Species" (ex. 1/1/2024 Cat) and will have the following information recorded; species, breed, color, sex, estimated age, and microchip number, if found.
- B. RRAEH shall keep all CITY stray records and associated costs in their EMR system and provide this information upon CITY request.

VII. CITY Contact Person

The Specialized Services Administrative Sergeant will be designated to serve as a liaison between RRAEH and CITY.

VIII. RRAEH Contact Person

RRAEH's contact person(s) will be the RRAEH Office Manager and/or Practice Manager.

Dated this \_\_\_ day of \_\_\_\_, 2024.

City of Fargo, a North Dakota municipal corporation

\_\_\_\_\_

Timothy J. Mahoney, Mayor

Attest:

\_\_\_\_\_

Steve Sprague, City Auditor

Dated this 1 day of May, 2024.

Red River Animal Emergency Clinic, LLC, a North Dakota limited liability company, d/b/a/ RED RIVER ANIMAL EMERGENCY HOSPITAL & REFERRAL CENTER

Step 1



**PUBLIC  
WORKS**

30

**FLEET MANAGEMENT, FORESTRY  
STREETS & SEWERS  
WATERMAINS & HYDRANTS**  
402 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.1453 | Fax: 701.241.8100  
[FargoND.gov](http://FargoND.gov)

May 7, 2024

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

RE: Assignment and Assumption of Mosquito Spraying Agreement Contract  
(RFP23049)

Commissioners:

Proposals were received on Wednesday, March 1, 2023, in response to a Request for Proposal (RFP23049) issued by Cass County Vector Control for "Aerial Mosquito Control Services". Based on the RFP pricing and the previous vendor experience the 2023-2025 Aerial Mosquito Control Services contract was awarded to Airborne Vector Control, LLC.

In April of this year, staff was notified that Airborne Vector Control, LLC. had been acquired by Vector Disease Control International, LLC. With the accusation complete, staff would like to proceed with transferring the current contract to the new ownership group. Working with the City Attorney's office, the enclosed Assignment and Assumption of Mosquito Spraying Agreement was assembled for the transfer of the current contract. At this time, we are requesting commission authorization of the contract transfer.

RECOMMENDED MOTION: I/we hereby move to authorize the transfer of the current 2023-2025 Aerial Mosquito Control Services contract from Airborne Vector Control, LLC. to Vector Disease Control International, LLC. (RFP23049)

Respectfully submitted,

Benjamin Dow  
Public Works Operations Director

**ASSIGNMENT AND ASSUMPTION OF MOSQUITO SPRAYING AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is made as of this the 20<sup>th</sup> day of May, 2024, by and between Airborne Vector Control, LLC, with a principal place of business at 2288 150<sup>th</sup> Street Halstad, MN 56548 (“Assignor”), Vector Disease Control International, LLC, with a principal place of business located at 1320 Brookwood Dr., Suite H, Little Rock, AR 72202 (“Assignee”), and the city of Fargo, a North Dakota municipal corporation (the “City”) (collectively the “Parties”).

**RECITALS**

WHEREAS, Assignor and the City entered into a Mosquito Spraying Agreement (the “Agreement”) which generally provides the Assignor is to provide aerial spraying of pesticides over Fargo, North Dakota for the years 2023 through 2025, as more fully set forth in the Agreement. A copy of the Agreement is attached to this Assignment as Exhibit A; and

WHEREAS, Assignor has been acquired by Assignee; and

WHEREAS, Assignor desires to transfer the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein; and

WHEREAS, Assignor warrants that Assignee is able to fully perform all obligations that may exist under the Agreement; and

WHEREAS, Assignee warrants that it is able to fully perform all obligations that may exist under the Agreement; and

WHEREAS, it is consistent with the City’s interest to recognize the Assignee as the successor party to the Agreement;

WHEREAS, the City consents to the transfer of the Agreement based on the Assignor’s warranties stated herein and under the terms below.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties as agree as follows:

1. **Transfer.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s rights, title, and interests in and to the Agreement and all of Assignor’s duties and obligations thereunder.
2. **Acceptance.** Assignee hereby accepts the transfer and conveyance set forth in Paragraph 1 and agrees to perform all of Assignor’s duties and obligations under the Agreement.
3. **Rights to Enforce.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and



transferees. Nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than the City and the parties hereto and their respective successors and assignees) any legal or equitable right, remedy, or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

4. **Consent of City.** The City consents to the transfer described in Paragraphs 1-3 based on the promises of Assignor and Assignee that Assignee is able to fully perform all obligations that may and will exist under the Agreement. The Parties agree that the City shall have the right to enforce this Assignment.
5. **Successor.** The City recognizes the Assignee as the Assignor's successor in interest in and to the Agreement. The Assignee by this Assignment becomes liable for all responsibilities and be entitled to all rights, titles, and interests of the Assignor in and to the Agreement that will arise on or after the execution date of this Assignment. The City will treat the Assignee as if the Assignee were the original party to the Agreement.
6. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by the City.
7. **Transfer, Waiver, and Assumption.** The Assignor confirms the transfer to the Assignee, and waives any claims and rights against the City that it now has or may have in the future in connection with the Agreement. The Assignee agrees to be bound by and to perform the Agreement in accordance with the conditions contained therein. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Agreement as if the Assignee were the original party to the Agreement. The Assignee ratifies all previous actions taken by the Assignor with respect to the Agreement, with the same force and effect as if the action has been taken by the Assignee.
8. **No Release of Assignor.** Neither this Assignment, nor the consent of the City, shall release Assignor in whole or in part from any of its obligations or duties under the Agreement if Assignee fails to perform or observe any such obligations or duty.
9. **Insurance Certificates.** For this Assignment to be effective, Assignee shall provide to City insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.

10. **Indemnification.** Assignor and Assignee shall, to the fullest extent permitted by law, indemnify, defend, protect City, and hold City harmless from and against any and all liabilities, losses, damages, claims, costs or expenses (including attorney's fees) arising out of Assignor and/or Assignee's failure to comply with any term or obligation of this Assignment or the Agreement.
11. **Governing Law.** This Assignment shall be governed by the laws of the State of North Dakota.
12. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.
13. **Severability.** Should the application of any word, phrase, clause, sentence, paragraph and/or provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other words, phrases, clauses, sentences, paragraphs, and/or provisions of this Assignment shall not be affected or impaired thereby and (ii) such words, phrases, clauses, sentences, paragraphs, and/or provisions shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee, and City.

*[The remainder of this page intentionally left blank – signature pages follow]*


**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed the day and year first hereinabove written.


CITY OF FARGO, CASS COUNTY, NORTH  
DAKOTA, a municipal corporation

By \_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

By \_\_\_\_\_  
Steve Sprague, City Auditor

ASSIGNOR:  
  
\_\_\_\_\_  
Airborne Vector Control, LLC  
By: KEVIN DENARDO  
Its: Director

ASSIGNEE:  
  
\_\_\_\_\_  
Vector Disease Control International, LLC  
By: Robert Asteson  
Its: Manager



31

**FLEET MANAGEMENT, FORESTRY  
STREETS & SEWERS  
WATERMANS & HYDRANTS**  
402 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.1453 | Fax: 701.241.8100  
[FargoND.gov](http://FargoND.gov)

May 7, 2024

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

RE: FAA Aerial Mosquito Spraying Authorization for Vector Disease Control International, LLC.

Commissioners:

Enclosed please find the necessary authorization paperwork needed in order to comply with FAA and the North Dakota State Health Department NPDES permit for Vector Disease Control International, LLC. to perform aerial mosquito control over the City of Fargo.

In 2009, the Sixth Circuit Court of Appeals determined that pesticide applications for both ground and aerial applications must be covered by an NPDES permit. As the contracted agent for aerial mosquito control applications for the City of Fargo, Vector Disease Control International, LLC. is required to file a notice of intent for any possible aerial applications over the City of Fargo. The enclosed Authorization Application allows Vector Disease Control International, LLC. to file the necessary paperwork needed in order to perform aerial spraying within the City of Fargo

RECOMMENDED MOTION: I/we hereby move to approve the execution of the enclosed Authorization Application for Airborne Vector Disease Control International, LLC.

Please return signed original.

Respectfully submitted,

Benjamin Dow  
Public Works Operations Director



## AUTHORIZATION APPLICATION

I understand that Vector Disease Control International, LLC  
is required to obtain the approval for aerial  
spraying over the city of Fargo, ND by an authorized representative.

By the powers granted to me, I hereby give my approval for the low flying aircraft  
waivers required by the Federal Aviation Administration to Vector Disease Control International  
(This application must be signed by the Mayor of this city.)

---

City Mayor's Authorized Signature

Dr. Tim Mahoney

---

Printed Name

---

Date

Please complete application as soon as possible and return to  
Vector Disease Control International for processing and filing.

Expiration Date: *October 31, 2024*

32

May 7, 2024

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

RE: 90-Day FMLA Extension

Dear Commissioners:

LeRoy Curry, Equipment Operator III in the Solid Waste Division, has requested an extension of his FMLA – not to exceed 90 days.

This office previously approved a 30-day FMLA extension which expires on May 18, 2024. Please note that this request has been reviewed by the City Human Resource Director.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION**

Approve an FMLA extension, not to exceed an additional 90-days for LeRoy Curry.

Your consideration in this matter is greatly appreciated.

Respectfully Submitted,



Scott Olson, PE  
Solid Waste Utility Manager

cc: Michael Redlinger, City Administrator  
Brenda Derrig, Assistant City Administrator  
Jill Minette, Director of Human Resources  
Camila Van Dyke, Human Resources Manager

(33)

May 13, 2024

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

Dear Commissioners:

The State of North Dakota Department of Transportation (NDDOT) has granted an extension of time for contract 38231161A. This extension only impacts performance time with no impact on funding. The project is to complete the overlay of the bus deck at the Ground Transportation Center (GTC). The project will be bid in late 2024/early 2025 and be completed by year-end 2025.

The amendment is attached, however, it was provided in electronic signature format, which will be provided to the City Commission Executive Assistant for circulation.

**RECOMMENDED MOTION:** Approve the attached contract amendment extending time of performance.

Thank you.

Sincerely,



Julie Bommelman  
Transit Director  
City of Fargo

Attachment



MEMO TO: Chad M. Orn  
Deputy Director for Planning

FROM: Stacey Hanson  
Assistant Engineer for Local Government  
Becky Hanson  
Transit Manager, Local Government Division

DATE: 4/22/2024

SUBJECT: Section 5339(b), Bus and Bus Facilities Formula Program  
City of Fargo/FargoMAT Bus

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This is a contract amendment to provide additional time to complete the renovation project at the Ground Transportation Center. No additional funding is added to this contract.

The original contract has \$800,000 remaining. The contract will have a new completion date of December 31, 2025.

38/ss  
Attachment(s)



NDDOT Contract No. 38231161A

**North Dakota Department of Transportation**  
**AMENDMENT TO CONTRACT NO. 38231161**  
**Project No. N/A**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23<sup>rd</sup> St. N, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on 10/05/2023; and

WHEREAS, no additional funding will be added to the contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that contract will be extended to 12/31/2025 with no additional funding.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

COMPANY NAME

SIGNATURE

OFFICER'S NAME (TYPE OR PRINT)

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

SIGNATURE

TITLE

DATE

WITNESS:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

*Paul Benning*  
SIGNATURE

04/25/24

DATE

SS

BH

SH

CLA 52494 (Div. 06)  
L.D. Approved 5-19-00; 5-03



**PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST**

North Dakota Department of Transportation, Local Government  
 SFN 61785 (2-2022)

**Instructions:**

Requests for period of performance /contract end date extensions must be submitted at least 90-days prior to the current end date. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed.**

Submittal Date 4/19/2024	
Funding Program Section 5339	Contract Number 38231161
Current Contract End Date 6/30/2024	Proposed End Date 12/31/2025
Remaining Federal/State Contract Amount \$800,000	Proposed Increase in Federal/State Funding

Subrecipient (Agency Name)  
City of Fargo

Contact Person Julie Bommelman	Telephone Number 701-476-6737
-----------------------------------	----------------------------------

Email Address  
jbommelman@fargond.gov


Project Description  
Repair remaining portion of bus deck at Ground Transportation Center (GTC)


1. Reason for Delay (Provide a detailed description.)  
 We have been unable to bid out the project due to other competing priorities. Trying to align grant funds to hire consolidated services for multiple construction projects.

2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.)  
 Bid Project - 6/30/2024  
 Construction Start - 9/30/2024  
 Construction Final - 6/30/2025  
 Complete - 7/31/2025

3. Plan for Completion (List the steps to be taken if approval is granted that will ensure completion by the new end date.)  
 Bid project nd get construction started this year.

4. Indicate the number of Period of Performance/Contract extensions previously granted for this project:  
 0     1     2 or more, provide explanation: \_\_\_\_\_

Authorized Official or Agency Designee Julie Bommelman	Completion Date 4/19/2024
I certify the project scope of work will be completed on or before the newly requested end date and claim requests will be submitted for reimbursement of eligible expenses in accordance with the <u>allowable time-frame</u> of the newly approved Period of Performance/Contract end date. All provisions of the Contract Agreement remain in effect and the sub-recipient will continue to adhere to the contractual terms and conditions to execute the project in the manner identified in the Contract Agreement. I further certify neither the project scope of work nor the approved budget, are under consideration to be changed in this request. Only the project's end date is requested to change.	
Signature of Authorized Official or Agency Designee 	Date 4/19/2024

<i>This Section is for NDDOT/Local Government Division Staff use only</i>	
<b>Recommendation:</b>	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Signature 	Date 4/22/2024
Comments: Approved to extend for delays in bidding out this project.	

Please send completed/signed extension request to [bhanson@nd.gov](mailto:bhanson@nd.gov) or  
NDDOT/Local Government Division  
608 E Boulevard Avenue, Bismarck, ND 58505-0700

**Certificate Of Completion**

Envelope Id: AEC4B14B6DFA4CCB8603AD991DE28A88  
Subject: Contract #38231161A: Please DocuSign: Contract Amendment  
Contract Number: 38231161A  
PCN:  
Source Envelope:  
Document Pages: 5  
Certificate Pages: 4  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
Sara Susie  
608 E Boulevard Ave  
Bismarck, ND 58505  
ssusie@nd.gov  
IP Address: 165.234.92.5

Signatures: 1  
Initials: 3

**Record Tracking**

Status: Original  
4/24/2024 11:50:16 AM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: Sara Susie  
ssusie@nd.gov  
Pool: StateLocal  
Pool: Carahsoft OBO North Dakota Department of  
Transportation CLOUD

Location: DocuSign  
Location: DocuSign

**Signer Events**

Becky Hanson  
bhanson@nd.gov  
Carahsoft OBO North Dakota Department of  
Transportation CLOUD  
Security Level: Email, Account Authentication  
(None), Authentication

**Signature**

Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.252.245

**Timestamp**

Sent: 4/24/2024 11:54:54 AM  
Viewed: 4/24/2024 12:55:37 PM  
Signed: 4/24/2024 12:55:53 PM

**Authentication Details**

SMS Auth:  
Transaction: 9c5e53a1-180b-49a5-85f0-92f97eba7164  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 4/24/2024 12:55:30 PM  
Phone: +1 701-391-3378

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Stacey Hanson  
smhanson@nd.gov  
Assistant Local Government Engineer  
Carahsoft OBO North Dakota Department of  
Transportation CLOUD  
Security Level: Email, Account Authentication  
(None), Authentication

Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.252.245

Sent: 4/24/2024 12:55:55 PM  
Viewed: 4/25/2024 10:14:32 AM  
Signed: 4/25/2024 10:16:10 AM

**Authentication Details**

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Transaction: 3c1c2b41-f999-4196-880e-5a6f2b17e18e  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 4/25/2024 10:14:24 AM  
Phone: +1 701-527-8879

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Signer Events**

Paul Benning  
pbenning@nd.gov  
Local Government Director  
Security Level: Email, Account Authentication  
(None), Authentication

**Signature**

*Paul Benning*

Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.253.12

**Timestamp**

Sent: 4/25/2024 10:16:11 AM  
Viewed: 4/25/2024 12:38:11 PM  
Signed: 4/25/2024 12:38:16 PM

**Authentication Details**

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Transaction: 80476a0b-55d8-4d40-a023-f7ac45781e4f  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 4/25/2024 12:38:06 PM  
Phone: +1 701-214-2502

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Shannon Sauer  
ssauer@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

SS

Signature Adoption: Pre-selected Style  
Using IP Address: 75.247.223.235  
Signed using mobile

Sent: 4/25/2024 12:38:18 PM  
Viewed: 4/26/2024 9:50:14 AM  
Signed: 4/26/2024 9:50:34 AM

**Authentication Details**

SMS Auth:  
Transaction: 8684ca0d-51af-47f7-94d1-9e68cbbbe990  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 4/26/2024 9:50:07 AM  
Phone: +1 701-426-9825

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Clint Morgenstern  
cdmorgenstern@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Chad Orn  
corn@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Signer Events**

Lindsey Corbett  
lcorbett@nd.gov  
Security Level: Email, Account Authentication (None), Authentication  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Signature**

**Timestamp**

**In Person Signer Events**

**Editor Delivery Events**

Sara Susie  
ssusie@nd.gov  
Chief Financial Officer  
Carahsoft OBO North Dakota Department of Transportation CLOUD  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Signature**

**Status**



Using IP Address: 165.234.253.12

**Timestamp**

**Timestamp**

Sent: 4/24/2024 11:50:27 AM  
Viewed: 4/24/2024 11:52:36 AM  
Completed: 4/24/2024 11:54:53 AM

**Agent Delivery Events**

Julie Bommelman  
jbommelman@cityoffargo.com  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Status**

**Timestamp**

Sent: 4/26/2024 9:50:37 AM  
Resent: 4/30/2024 2:10:13 PM  
Viewed: 5/1/2024 11:11:54 AM

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

DOT Legal Admin  
dotlegaladmin@nd.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Status**

**Timestamp**

**Status**

**Timestamp**

**Status**

**Timestamp**

DOT Legal Admin  
dotlegaladmin@nd.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

**Notary Events**

**Envelope Summary Events**

Envelope Sent  
Envelope Updated  
Envelope Updated  
Envelope Updated  
Envelope Updated  
Envelope Updated  
Envelope Updated

**Signature**

**Signature**

**Status**

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked  
Security Checked  
Security Checked  
Security Checked

**Timestamp**

**Timestamp**

**Timestamps**

4/24/2024 11:50:27 AM  
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4/24/2024 11:54:53 AM

**Envelope Summary Events**

Envelope Updated  
Envelope Updated  
Envelope Updated

**Status**

Security Checked  
Security Checked  
Security Checked

**Timestamps**

4/24/2024 11:54:53 AM  
4/24/2024 11:54:53 AM  
4/24/2024 11:54:53 AM

**Payment Events**

**Status**

**Timestamps**





**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

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May 8, 2024

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

**Subject:** Exempt Purchase Approval – Merrick Industries, Inc. – Lime Slaker for Water Plant – EX24207

Dear Commissioners:

Water Utility staff is seeking approval for an Exempt Purchase Request under the City of Fargo Purchasing Policy. Approval would allow acceptance of a proposal from Merrick Industries, Inc. (Merrick) in the amount of \$176,698 to purchase a 2,000 pounds per hour lime slaker. The new lime slaker will be used in the water treatment process for the 1997 Lime Softening Water Treatment Plant (LSWTP). Attached to this letter are an Exempt Purchase Request Form, Engineer's Recommendation letter, and proposal from Merrick. If approved, the Merrick proposal will be included in the Bid Documents and assigned to the lowest responsible Bidder/Contractor for Project WA2451, WTP Secondary Softening Basin Rehab.

All current lime slaking equipment and electronic controls in the LSWTP were provided by Merrick. The new lime slaker will be installed by contractor under Project WA2451. The 2,000 pound per hour lime slaker will replace an existing 4,000 pound per hour lime slaker for winter operation when water demands are low. Treatment cost analysis has shown the newer Membrane WTP to be more cost efficient compared to the LSWTP. The 4,000 pound per hour lime slaker does not have enough turn down to allow for optimizing overall water production costs. The Engineer's recommendation letter explains this in more detail.

Project WA2451 (including lime slaker purchase/installation) will be funded through a low-interest State Revolving Fund (SRF) loan with the State of North Dakota. This project is on the 20-year Capital Improvement Plan (CIP) for the Water Utility. Previous master planning established Project WA2451 on the CIP timeline and funding strategy.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall  
Water Utility Director

**SUGGESTED MOTION:**

Approve EX24207 for Project WA2451 from Merrick Industries, Inc. for the total purchase price of \$176,698.



May 8, 2024

North Dakota Department of Environmental Quality  
Division of Municipal Facilities  
4201 Normandy Street  
Bismarck, ND 58303-1324

Attention: Bryan Schmitt, PE

Subject: Fargo Lime Softening Water Treatment Plant – Lime Feed System Equipment Replacement

Dear Mr. Schmitt,

This letter is to provide a professional engineering recommendation on the upcoming lime feed system equipment replacement for the LSWTP Secondary Softening and Soda Ash Feeder Rehab project currently under design for the City of Fargo.

The Lime Softening Water Treatment Plant (LSWTP) was originally constructed in 1997 and includes pretreatment, primary and secondary softening, ozonation, and filtration. The LSWTP includes four lime feeders, slakers, and grit separators that are used to soften the water. The current lime feed system equipment was installed in approximately 2018 and consists of equipment manufactured by Merrick Industries, Inc., a leading manufacturer of water treatment lime chemical feed system equipment.

The current project under design, LSWTP Secondary Softening and Soda Ash Feeder Rehab project, includes improvements to rehabilitate or remove and replace various components of the Lime Softening Water Treatment Plant. One item that has been identified as being in need of replacement at this time, is one of the four existing lime feeder/slaker/grit separator treatment trains.

The lime feed system equipment currently consists of two treatment trains with a capacity of feeding up to 2,000 pounds of lime per hour and two treatment trains with a capacity of feeding up to 4,000 pounds of lime per hour. As the new Membrane Water Treatment Plant has come into service over the past few years, it has become apparent that it is much more economical to treat water through the new Membrane Water Treatment Plant than through the existing LSWTP, especially during the winter months. As a result, it has become increasingly difficult to utilize the 4,000 pound/hour lime feed treatment systems simply because the turn-down of these systems is not low enough to use these feeders to meet the lower feed rates required when a minimal amount of water is being treated through the LSWTP. While it is desired to maintain at least one of the existing 4,000 pound per hour lime feed system treatment trains for peak water demands and treatment



through the LSWTP, it is also desired to replace the second 4,000 pound per hour lime feed system treatment train with a smaller, 2,000 pound per hour lime feed system to better handle the anticipated lower feed rates when treating at lower flow rates through the LSWTP, especially during winter operation. The existing 4,000 pound per hour lime feed system equipment that will be removed, will be retained for future use or spare parts.

Since all four of the existing lime feeder, slaker, and grit separator treatment trains consist of Merrick manufactured equipment, and the equipment has operated quite well for the Fargo Water Treatment Plant staff, it is desired to replace the existing equipment with a new lime feeder, slaker, and grit separator that is also manufactured by Merrick Industries. Maintaining a single manufacturer for all of the lime feeder, slaker, and grit separator equipment is in the best interest of the Water Treatment Plant staff from an operation, maintenance, spare parts, materials, and manufacturer point of contact for future support or repairs standpoint.

Merrick Industries, Inc. has submitted the attached proposal for the lime feed system equipment that is to be removed and replaced at this time. AE2S recommends that the City of Fargo accept the proposal from Merrick Industries, Inc. for the replacement of the lime feed system equipment. AE2S recommends including the proposal in the Project Bid Documents and assigning the proposal to the lowest responsible Bidder/Contractor for subsequent installation of the equipment.

Should you have any questions or comments regarding the attached information, please feel free to contact me at 701-367-7331.

Sincerely,

AE2S

Kevin M. Johnson, PE  
Project Manager

Enclosure: Proposed Merrick Industries, Inc. Scope

Cc: Troy Hall, City of Fargo – Water Utility Director  
Dan Portlock, City of Fargo – Water Utility Engineer  
Richard Wagner, AE2S – AE2S Project Manager



April 12, 2024

City of Fargo

**Attention: Dale Tretter**

**Subject: MERRICK Proposal WT 24-7654**

**Sent via Email: dtretter@fargond.gov**

Greetings Dale:

MERRICK is pleased to provide you with our equipment proposal and pricing per your request and specification.

**7102 Paste Slaker and feeder retrofit kit**

**One (1) MERRICK 7102 Paste Slaker and 100v2 Feeder Retrofit Kit consisting of the following equipment components:**

<i>Material:</i>	<i>Pebble Lime</i>
<i>Density:</i>	<i>55 Lbs./Ft.<sup>3</sup> (To be Confirmed)</i>
<i>Dry Feed Rate:</i>	<i>2,000 Lbs./Hour</i>
<i>Water Supply Requirement:</i>	<i>30.00 GPM at 40PSI</i>
<i>Voltage:</i>	<i>480/60/3</i>

**ONE (1) MERRICK MODEL 100-V2 FEEDER RETROFIT KIT**

- 2,000 Lb./Hr. Maximum Design Capacity Rating
- 0.75 HP, PWM Rated 1.00 HP, TENV Motor, 90 VDC, 56C Frame
- 20:1 Reducer
- 3.00" 316 Stainless Steel Auger
- 10.00"W x23.00"L Flex Connection with Stainless Steel Clamps from Feeder Spout Discharge to Slaker Inlet

**ONE (1) MERRICK MODEL 7102 PASTE SLAKER**

- 2,000 Lb./Hr. Maximum Design Capacity Rating
- 10:1 Design Range Rating
- 304 Stainless Steel Construction
- Right-Hand Configuration
- Single Slaking Compartment, Welded Construction, with Hinged Cover
- Gear Driven – Counter Rotating Paddle Assembly
- Slaking Paddles, Hardened Cast Iron Construction
- Paddle Drive Shafts, Carbon Steel Construction

- Proximity Switch, 120/60/1, on Drive End for Zero Speed Alarm and Slaker Shut-Down
- 1.50 HP Washdown Motor, 460/60/3 AC
- Manual By-Pass Valves, Brass Body with 316 Stainless Steel Handle, at Water Inlet and Electronic Modulating Valve
- Electronic Water Modulating Valve, 316 Stainless Steel Body Construction, 24 VDC, with 4-20mA Positioning Control Board and 4-20mA Feedback Unit, for Control of Slaking Water
- Flow Meter, Brass Body Construction, Self-Cleaning Type
- Flow Transmitters, 24 VDC, 4-20mA Output, for Slaking and Dilution Water Flow Indication
- Pressure Transmitter, 24 VDC, 4-20mA Output, and Gauge for Water Pressure Indication
- Solenoid Valves, Brass Body Construction, 24VDC, for Auxiliary Water Control:
  - Cut-Off Sprays
  - Dust and Vapor Unit
  - Grit Remover Water Flow
- Pressure Regulating Valve, Bronze Body Construction
- Y-Strainer, Bronze Body Construction, with Stainless Steel Screen
- Water Operated Dust and Vapor Remover with Brass Spray Nozzle
- 0.75" Copper Piping with Manual Ball Valves, Brass Body Construction with 316 Stainless Steel Handle, and Manual Globe Valve, Bronze Body Construction
- Braided Stainless Steel Hose with NPT Connections
- Lime Paste Dilution and Cut-Off Spray Nozzles, Brass Construction
- Slaker Electrical Junction Box with Terminals for Slaker and Grit Separator Controls, NEMA 4X, 304 Stainless Steel, Enclosure
- Temperature Transmitter, 4-20mA Output, for Paste Temperature Inside the Mixing Chamber
- Automatic Clean/Flush Sequence at System Shutdown
- Slaker Support Stand, 304 Stainless Steel Construction
- Slaker Inlet Chute with Sampling Door, 304 Stainless Steel Construction
  - Slaker Inlet Stub, 316 Stainless Steel Construction

**One (1) GRIT SEPARATOR FOR MODEL 7102 SLAKER**

- 304 Stainless Steel Construction
- 0.50 HP Washdown Motor, 460/60/3 VAC, 56C Frame
- Grit Remover Screw, Carbon Steel Construction
- Eliminates Grit down to 40 – 50 Mesh
- Grit Screw is Cantilevered Design
- Water Spray Nozzles, 316 Stainless Steel Construction
- 0.50" Copper Piping with Manual Ball Valves, Brass Body Construction
- Braided Stainless Steel Hose with NPT Connections
- Slurry Feed Chute, 304 Stainless Steel Construction
- Slurry Overflow Connection on Grit Chamber
- Cover Running the Full Length of Grit Screw for Easy Access

**Note: Slurry Discharge Piping from the Slaker to the Application Point Will be Provided and Installed by Others.**

**Note: Removal of the existing Equipment and Installation of the above Items will be by others.**

**Note: Disposal of existing Equipment and associated items is the responsibility of others.**

**Note: controls for the above Items is the responsibility of others. Connection to existing controls is the responsibility of others.**

**Note: Conduit, Wiring to be supplied and installed by others.**

**Budgetary PRICE for One (1) 7102 Paste Slaker and 100v2 Feeder Retrofit Kit  
F.O.B. City of Fargo, North Dakota **\$USD 176,698.00****

**Standard Equipment/System Warranty:**

The equipment and system warranty shall be one (1) year from system start-up or 18 months after shipment whichever is less. This warranty only covers the parts that fail due poor workmanship and it does not cover normal wear parts nor the labor to replace any part of the system.

**Notes:**

- 1.) Complete Submittal Package including all Cut Sheets and Drawings for Approval: Eight (8) Week Lead-Time after Approval/Acceptance of Purchase Order
- 2.) Standard shipment is **24 weeks** after receipt of approved drawing/submittal package. ***The actual lead times may vary at time of order based on current global supply chain issues.***
- 3.) Payment Terms - Net 30 days, subject to credit approval, with the following milestone payment schedule:
  - 30% Due Upon PO Approval/Acceptance
  - 30% Due Upon Submittal Approval
  - 40% Due Upon Shipping Notice
- 4.) Prices are exclusive of all sales taxes, use taxes, import/export duties and fees.
- 5.) The prices quoted are in U.S. Dollars, Ex Works, Lynn Haven, Florida (unless otherwise stated) and valid for an order received within **21 days** from the date of this proposal. The quoted prices are based on current steel pricing and may be subject to escalation after **21 days** if necessitated by changes in market prices. *Merrick is experiencing delays in deliveries from our vendors and increases in raw material pricing due to global pandemic and supply chain issues, At this time Merrick must provide limited price validity and may need to adjust quoted prices as necessary depending on current market and supply chain status.*
- 6.) Warranty: The MERRICK warranty covers all MERRICK-supplied items for a period of 18 months from equipment delivery or 12 months from start up whichever is first, but is not

intended to include 'consumable' items such as belts or scraper blades subject to normal wear.

- 7.) Refer to the complete Terms & Conditions enclosed with this proposal.
- 8.) *A digital copy of submittal* will be provided for approval, a digital copy of the *Operation and Maintenance Manuals* will be provided.
- 9.) Merrick is not liable or responsible for handling or disposing of any hazardous materials at the customer's site. This includes any previously unknown hazardous materials that are discovered during the execution of this project.
- 10.) Merrick reserves the right to requote this proposal if specifications, regulations, or other requirements are introduced as conditions of purchase.

**Thank you for allowing MERRICK/CONSECO to provide this equipment proposal and pricing. If you have any questions or require any additional information, please do not hesitate to contact me at any of the following:**

Telephone: (850) 271-7875  
Fax: (850) 265-1824  
Email: [asigmundik@merrick-inc.com](mailto:asigmundik@merrick-inc.com)

Sincerely;  
Anthony Sigmundik  
Proposal Administrator

**MERRICK Industries, Inc.**

**MERRICK INDUSTRIES, INC.**