

FARGO CITY COMMISSION AGENDA
Monday, September 24, 2018 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 10, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file the following Ordinances:
 - a. Amending Section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to Parking Regulations.
 - b. Amending Sections 38-0101, 38-0103, 38-0105, 38-0106 & 38-0107, of Article 38-01 of Chapter 38 of the Fargo Municipal Code Relating to Street Lighting and Traffic Control Devices System.
- 2. 1st reading of the following Ordinances:
 - a. Amending Section 8-1425, of Article 8-14 of Chapter 8 of the Fargo Municipal Code Relating to Bicycles.
 - b. Amending Section 01-0305, of Article 01-03 of Chapter 01 of the Fargo Municipal Code Relating to General Provisions.
 - c. Enacting Article 3-23 of Chapter 3 of the Fargo Municipal Code Relating to Collection of Utilities and Services.
- 3. 2nd reading and final adoption of the following Ordinances; 1st reading 9/10/18:
 - a. Amending Section 35-0102, of Article 35-01 of Chapter 35 of the Fargo Municipal Code Relating to the Sale of Tobacco Products.
 - b. Amending Section 35-0201, of Article 35-02 of Chapter 35 of the Fargo Municipal Code Relating to the Sale of Tobacco Products.
 - c. Rezoning Certain Parcels of Land Lying in Section 19, Township 140 North, Range 48 West and Royal Oaks Addition.
- 4. Receive and file General Fund – Budget to Actual through August 31, 2018 (unaudited).
- 5. Agreement for the Financial Support of Valley Water Rescue.
- 6. Applications for Games of Chance:
 - a. Achievements Unlimited Foundation for a raffle board on 10/12/18.
 - b. Home Builders Care of Fargo-Moorhead Foundation for a raffle on 10/9/18.
 - c. River Keepers for a raffle on 10/14/18.
 - d. Bennett Elementary PTA for bingo from 10/5/18 through 2/1/19.
 - e. Great Plains Food Bank for a raffle on 11/20/18; Public Spirited Resolution.

- f. Freedom Resource Center for a raffle on 10/4/18.
- g. Oak Grove Lutheran (Parent Organization) for a raffle on 10/5/18.
- 7. Change Order No. 4 for an increase of \$38,880.00 with Western Specialty Contractors for additional deck recoating work at the Island Park Ramp.
- 8. Bid award for roof replacement at Fire Station No. 3 (RFP18282).
- 9. Agreement for Services with Nate Hendrickson for the administration and instruction of Child Care Physical Activity Health Code training.
- 10. Agreement for Services with the ND Department of Health for Stepping On workshops.
- 11. Service Agreement with Fargo Public Schools for Special Education services for the 2018-2019 school year.
- 12. Agreement for Services with Samantha Nienow to build an online training module Supporting Breastfeeding in Child Care.
- 13. Amendment to Agreement with Janice Tweet.
- 14. Recipient of Inaugural Barclay-Giel Seed Grants from the Public Health Service Foundation.
- 15. Direct the City Attorney's Office to work with the Health Department to review and update Article 25-33 regarding tattoos, body art and piercings.
- 16. Resolution Approving Inspection Fees, License Fees, Permit Fees and Reinstatement Fees – Environmental Health.
- 17. North Dakota Department of Transportation Traffic Safety Contract (CFDA #20.616 and 20.600).
- 18. Transition of the contract position for Municipal Court Bailiff to a FTE Sworn Police Officer.
- 19. Letter expressing general support for the additional housing proposed with The Edge 2 at 1329 5th Avenue North.
- 20. Acceptance of the Kresge and Bush Foundations grant awards for the implementation of the next phase of The Fargo Project for Integrating Creative Placemaking into Inclusive Urban Planning.
- 21. Direct Planning Staff and the Community Development Committee to further explore a Community Land Trust with the FM Area Foundation.
- 22. Forward Contract to Northdale Oil, Inc. for fuel in the 1st and 2nd quarters of 2019 (RFV18208).
- 23. City of Fargo Bus Advertising Wrap Agreement Advertising Agreement No. 18-F12 with WDAY.
- 24. Amendment to Engineer-Owner Agreement No. 3 with KLJ in the amount of \$3,000.00 for Project No. FM-15-K0.

- Page 25.
25. Purchase Agreement with Norman D. and Jodi J. Robinson for property located at 763 Royal Oaks Drive North (Project No. FM-19-B).
 26. Bid award for City Hall Asbestos Abatement.
 27. Contract and bond for Project No. WW1701 (Phase II).
 28. Bills.
 29. Memorandum of Offer to Landowner for temporary easement (construction) with Perry Real Estate Fargo South, LLC (Improvement District No. BN-19-A1).
 30. Early Building Permit for Improvement District No. BN-18-K1.
 31. Change Order No. 1 for an increase of \$92,552.50 and a 20-day time extension for Improvement District No. FM-17-C1.
 32. Bid awards for Improvement District Nos. NN-18-A1 and UN-18-B1.
 33. Contract and bond for Improvement District No. DN-18-A1.

REGULAR AGENDA:

34. Update from the Greater Fargo-Moorhead Economic Development Corporation.
35. Public Hearings - 5:15 pm:
 - a. CONTINUE to 10/22/18 - Hearing on a dangerous building located at 1101 7th Street North.
 - b. Application filed by SMC Fargo JV, LLC d/b/a Fargo Courtyard for a Class "ABH" Alcoholic Beverage License at 2249 55th Street South.
36. Recommendation for appointments to the Housing and Redevelopment Authority.
37. Recommendation for appointments to the Fargo Youth Initiative.
38. Adopt the 2019 City of Fargo budget and proposed tax levies.

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

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



Office of the City Attorney

City Attorney
Erik R. Johnson

September 20, 2018

Assistant City Attorney
Nancy J. Morris

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

Dear Commissioners,

Presented to you today is an amendment to the Night Parking Ordinance, specifically excluding from the parking directives in effect from November 1 until April 15 an area impacted by recent construction activity. As you know, as part of the 4th Street reconstruction project presently occurring, the city design includes striping on-street bike lanes. In order to accommodate the bike lanes, the design called for the removal of on-street parking from 4th Street between 6th Avenue S to 12th Avenue S. To accommodate the residents in this area that rely on using 4th Street and the Avenues noted above for parking between November 1 and April 15, staff recommends removing the area east of 4th Street from 6th Avenue S to 11th Avenue S from the current Night Parking Restrictions ordinance, thus allowing parking on the avenues noted above year round. It is my understanding this ordinance revision will be welcomed by the residents in this area following public meetings and the earlier design approval by this Commission.

SUGGESTED MOTION: I move to receive and file the following Ordinance Amending Section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to the Night Parking Restrictions and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

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

Regards,

Handwritten signature of Nancy J. Morris in cursive script.

Nancy J. Morris

Enclosure



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-1009 OF
ARTICLE 8-10 OF CHAPTER 8 OF THE
FARGO MUNICIPAL CODE
RELATING TO PARKING REGULATIONS

1
2
3
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 purpose; 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 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code is amended to
read as follows:

16 8-1009. Night parking restrictions.—

- 17 A. Within the central business district (from the Red River west to University
18 Drive inclusive and from 5th Avenue North [Old Great Northern tracks,
19 presently Burlington Northern Railroad tracks] to First Avenue South,
20 inclusive), it shall be unlawful for any person to park any vehicle or trailer
21 on any north-south street between the hours of 2:00 a.m. and 7:00 a.m. on
22 Tuesdays, Thursdays, and Saturdays, or on any east-west avenue between
23 the hours of 2:00 a.m. and 7:00 a.m. on Mondays, Wednesdays, Fridays, and
Sundays. Any vehicle or trailer parked in violation of this section is hereby
declared to be a public nuisance, and may be impounded by the police
department.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 B. From November 1 of each year until April 15 of the following year, within
2 the area of the city outside of the central business district from 19th Avenue
3 North to 13th Avenue South, inclusive, and from the Red River to 25th
4 Street North and South, inclusive, excluding the area between the Red River
5 and 4th Street South, inclusive, from 6th Avenue South to 11th Avenue South,
6 inclusive, and in any other area which is designated by appropriate signs, it
7 shall be unlawful for any person to park any vehicle or trailer on any
8 north-south street between the hours of 1:00 a.m. and 7:00 a.m. on Tuesdays,
9 Thursdays, and Saturdays, or on any east-west avenue between the hours of
10 1:00 a.m. and 7:00 a.m. on Mondays, Wednesdays, Fridays, and Sundays.
11 Any vehicle or trailer parked in violation of this section is hereby declared to
12 be a public nuisance, and may be impounded by the police department.

13 Section 2. Penalty.

14 A person who violates this ordinance shall be deemed to have committed a non-
15 criminal offense and shall pay a fee of as provided in Section 1-0305 (12) of the Fargo
16 Municipal Code, as the same may be amended from time to time.

17 Section 3. Effective Date.

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

20 _____
21 Timothy J. Mahoney, Mayor

22 (SEAL)

23 Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:



16

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

September 20, 2018

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

Dear Commissioners,

As a component of the current budget discussions, I am presenting to you today an amendment to the Street Lighting System Utility to include and encompass Traffic Control Devices as well. The amendment includes all traffic control devices, including signing. This amendment more accurately represents the time and resources allocated by the Street Light maintenance and administrative personnel, now designated and Signal and Lighting Operations Technicians. Further, some Traffic Engineering Department personnel are also engaged in street light maintenance. Thus, the amendment presented to you properly reflects the funding needs and use of resources to properly maintain and service the street lighting and traffic control devices, removing funds from the Traffic Engineering Budget/General Fund.

SUGGESTED MOTION: I move to receive and file the following Ordinance Amending Sections 38-0101, 38-0103, 38-0105, 38-0106 and 38-0107 of Article 38-01 of Chapter 38 of the Fargo Municipal Code Relating to Street Lighting and Traffic Control Devices System to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Please feel free to contact Jeremy Gorden for any questions or concerns you may have.

Regards,

A handwritten signature in black ink that reads "Nancy J. Morris".

Nancy J. Morris

Enclosure



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 38-0101,
38-0103, 38-0105, 38-0106 & 38-0107, OF ARTICLE 38-01 OF
CHAPTER 38 OF THE FARGO MUNICIPAL CODE RELATING TO
STREET LIGHTING AND TRAFFIC CONTROL DEVICES SYSTEM

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 38-0101 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby amended to read as follows:

38-0101. Creation of Street Lighting System and Traffic Control Devices System Utility.--Pursuant to the provisions of Section 40-05-01 and Chapter 40-05, N.D.C.C, all lands, easements, rights in land, facilities, poles, wires, cables, conduits and other electrical fixtures and equipment necessary for the proper maintenance and operation thereof heretofore or hereafter acquired by purchase, lease or otherwise and set aside by the board of city commissioners of the city of Fargo for a municipal street lighting system and traffic control devices system are hereby declared to be and shall henceforth constitute, be held, operated, maintained, improved, enlarged, and administered as a single system to be known as the street lighting system and traffic control devices system.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 2. Amendment.

2 Section 38-0103 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby
3 amended to read as follows:

4 38-0103. Rates and Charges to Be Established.--In order to provide funds to defray the
5 costs operating, maintaining and repairing the street lighting ~~system~~ and traffic control devices
6 system and to provide for related revenue transfers, the board of city commissioners shall from
7 time to time determine, establish, maintain and change, by resolution, a schedule of rates,
8 charges and fees for all services, facilities and benefits furnished by the street lighting ~~system~~
9 and traffic control devices system.

8 Section 3. Amendment.

9 Section 38-0105 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby
10 amended to read as follows:

11 38-0105. System to Be Self Supporting.--The street lighting ~~system~~ and traffic control
12 devices system shall be operated and maintained, and the rates and charges for use of the
13 facilities, shall be such as to make the system self-supporting, self-perpetuating and adequate to
14 pay all of the costs of operations and maintenance of the system, to fund the acquisition of
15 capital equipment needed to maintain the system assets, to provide for revenue transfers
16 approved during the annual budget adoption, to provide a reasonable operating reserves and to
17 pay all obligations of the city incurred in establishing, improving and extending the system
18 provided, however, nothing herein shall be deemed or construed to preclude the city from
19 defraying all or any part of the expense of the operation or of any improvement or extension of
20 the system by the levy of special assessments, or taxes, or to preclude the city from issuing
21 general obligation bonds, whenever and to the extent that such action is authorized in a manner
22 provided by law and is deemed fair and equitable by the board of city commissioners.
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Amendment.

1 Section 38-0106 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby
2 amended to read as follows:

3 38-0106. Segregation of City of Fargo Street Lighting and Traffic Control Devices
4 Fund.--All moneys received by the city in respect of the service and facilities furnished and made
5 available by the system shall be paid into the treasury of the city and kept in a utility fund which
6 shall be permanently maintained on the books of the city, separate and distinct from other funds,
7 shall be considered a non-major utility fund for financial reporting and budgeting purposes, and
8 shall be designated as the Street Lighting System and Traffic Control Devices System Fund.

7 Section 5. Amendment.

8 Section 38-0107 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby amended
9 to read as follows:

10 38-0107. Installation of Street Lights and Traffic Control Devices.--The board of city
11 commissioners may, from time to time, designate where street lights and traffic control devices
12 shall be installed and the manner and procedures to be followed in making such installations.
13 The city engineer shall be responsible for the regulation, control, maintenance, and expansion of
14 the street lighting system and traffic control devices system.

13 Section 6. Effective Date.

14 This ordinance shall be in full force and effect from and after its passage and approval.
15
16

17 _____
18 Timothy J. Mahoney, Mayor

19 Attest:

20 _____
21 Steven Sprague, City Auditor

22 First Reading:
23 Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

211

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-1425, OF ARTICLE 8-14
OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE RELATING TO
BICYCLES

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 8-1425 of Article 8-14 of Chapter 8 of the Fargo Municipal Code is hereby amended to read as follows:

Penalties imposed.--All persons convicted of (violating) any provisions of this chapter (article) shall be punished by a fine not to exceed \$5 found to have violated provisions of this Chapter shall be punished as stated in section 01-0305 (C)(1)(2) or (5).

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, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

26

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 01-0305, OF ARTICLE 01-03 OF CHAPTER 01 OF THE FARGO MUNICIPAL CODE RELATING TO GENERAL PROVISIONS

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 01-0305 of Article 01-03 of Chapter 01 of the Fargo Municipal Code is hereby amended to read as follows:

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

1. For a violation of the following ordinances, a fee of \$5.00.
~~Section 8-1411 (bicyclist to obey traffic control devices),~~ section 8-1412 (riders/passengers restricted), section 8-1413 (riding on roadway/bike paths--restrictions), section 8-1414 (operate bicycle too fast for conditions), section 8-1416 (carrying packages--restrictions), ~~section 8-1418 (riding bicycle on sidewalks--restrictions),~~ section 8-1419 (equipment on bicycles), section 8 -1420 (bicycles- age restrictions).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
2. For a violation of the following ordinances, a fee of \$20.00. Section 8-0105 (driving wrong way on one-way street), section 8-0106 (obey temporary traffic sign/barrier), section 8-0113 (unlawful use of skates/coasters), section 8-0303(B) (parent/guardian allow unlicensed/under 16 to drive), section 8-0303(C) (owner allowing unlicensed/under 16 to drive), section 8-0304 (registration card to be carried in the driver's compartment-- inspection of card), section 8-0305(a)(1), section 8-0305(A)(4) (current registration required), section 8-0305(B) (current license required), section 8-0306 (violation of restricted license), section 8-0316 (permit unauthorized person to drive), section 8-0318 (operating motor vehicle on bicycle trail), section 8-0403 (disobey traffic control device (barricade)), section 8-0405 (traffic control signals), section 8-0406 (pedestrian-control signal), section 8-0407 (flashing signals), section 8-0411 (alter traffic or railroad sign), section 8-0412 (display unauthorized signs, signals or marking), section 8-0506 (impeding traffic), article 8-06 (regulating turning movements), section 8-0707 (pedestrian crossing street where prohibited), section 8-0709(A) (pedestrian walking in roadway), section 8-0710 (pedestrian soliciting rides or business), section 8-0712 (pedestrian obstructing traffic), section 8-0901 (fail to display flag/light rear of load), section 8-0902 (improper tires), section 8-0903 (improper horn), section 8-0904 (brakes required), section 8-0905 (mirrors required), section 8-0906 (obstructed vehicle windshield/windows), section 8-0907 (windshield wipers required), 8-0908 (mufflers/exhaust system required), section 8-0909 (leaking or loose load), section 8-0910 (lights/lamps fail to conform to state law), section 8-0911 (fail to display lighted lamps), section 8-0913 (illegal spotlights), section 8-0914 (improper towing connection), section 8-0915 (reflectors/taillight required on trailer), section 8-0916 (flashing lights prohibited), section 8-0917 (illegal light on vehicle), section 8-0919(A) (riding on exterior of vehicle), section 8-0919(B) (more passengers than capacity), section 8-0919 (C) (allow body to protrude from moving vehicle), section 8-0928 (modified suspension system), section 8-0929 (driving of vehicle in unsafe condition unlawful), section 8-1003 (A) thru (J) and (L) thru (S) (stopping, standing, parking prohibited in specific places), section 8-1010 (motor vehicle left unattended-- brakes to be set, engine stopped, and keys removed), section 8-1011 (drive or park on private property), section 8-1013 (improper parking/obstructing traffic), section 8-1111 (vehicle required to stop at railroad crossing), section 8-1201 (following too closely), sections 8-1202 thru 8-1218(D) (general rules of the road), section 8-1301(A) (following fire apparatus), section 8-1301(B) (driving vehicle within block of fire apparatus), section 8-

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 1301(C) (driving over fire hose), section 8-1301(D) (driving through/around
2 barricade), section 8-1302 (driving through parade/funeral procession), section 8-
3 1304 (failure to obtain parade permit), section 8-1305 (driving vehicle on
4 sidewalk), section 8-1306 (improper backing), section 8-1307 (opening and
5 closing vehicle doors), 8-1308 (helmet required-- operator/passenger), section 8-
6 1309 (number of riders on motorcycle limited), section 8-1310 (clinging to a
7 vehicle or allowing same), section 8-1311 (improper start of parked vehicle),
8 section 8-1313 (unlawful riding on vehicle), section 8-1315 (unlawful towing),
9 section 8-1316(A) (operating motor vehicle with view obstructed by
10 load/passengers), section 8-1316(B) (passenger obstructing driver's view), section
11 8-1317 (coasting vehicle on downgrade prohibited), section 8-1318 (littering),
12 section 8-1319 (unlawful operation of motor vehicle private property), section 8-
13 1320(A) (operating snowmobile under 16 or allowing when prohibited), section
14 8-1320(B) (operating snowmobile in restricted area), section 8-1321 (use of seat
15 belts required), section 8-1410 (traffic laws apply to persons riding bicycles),
16 section 8-1411 (bicyclist to obey traffic control devices), section 8-1418 (riding
17 bicycle on sidewalks – restrictions), section 8-1422 (bicycle accidents), section 8-
18 1804 (driving through school patrols), section 8-1902 (cruising prohibited), article
19 8-20 (motorized scooters).

12 3. For a violation of the following ordinance, a fee of \$25.00.
Section 8-0931 (child restraint devices required), section 10-0103(B) (tobacco
13 possession by minors prohibited).

14 4. For a violation of the following ordinances, a fee of \$30.00.
Section 8-0301 (failure to have vehicle under control), section 8-03013 (careless
15 driving), section 8-0501 (speed-care required).

16 5. For a violation of the following ordinances a fee of \$40.00.
Section 8-1018 (taking on or discharging passengers), ~~section 8-1403 (D) (failure~~
17 ~~to register/display license on bike)~~, section 8-1415 (right-of-way emerging from
18 alley or driveway), section 8-1417 (parking restriction), ~~section 8-1420 (bicycles-~~
19 ~~age restrictions).~~

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, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

20

ORDINANCE NO. _____

AN ORDINANCE ENACTING ARTICLE 3-23 OF CHAPTER 3
OF THE FARGO MUNICIPAL CODE RELATING TO COLLECTION OF
UTILITIES AND SERVICES

1
2 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in
3 accordance 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 purpose; 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. Enactment.

13 Article 3-23 of Chapter 3 of the Fargo Municipal Code is hereby enacted as follows:

14 ARTICLE 3-23 – COLLECTION OF
15 UTILITIES AND SERVICES

16 Section 3-2301 – Tenant and Owner Jointly and Severally Liable. -- The owner and occupant of
17 each premise shall be jointly and severally liable for all charges for all municipal utilities and
18 services provided to the property, including but not limited to water, sanitary sewer, street
lighting, vector control, solid waste, forestry, and storm water service during the period of their
respective ownership or occupancy.

19 Section 3-2302 – Charges to Constitute Lien on Premises; Assessment and Collection of Lien. --
20 All unpaid municipal utilities and services shall constitute a lien upon the respective lots, tracts
21 and premises receiving such utility or service; and all such charges which have been properly
22 billed to the owner or occupant of the premises served and which are more than thirty days past

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 due may be charged as an assessment against the lot or parcel of land. In August of each year
2 the board of city commissioners shall review all assessments, and hear all complaints against the
3 same, and approve the same as finally adjusted, and the city, in so certifying such charges, shall
4 specify the amount thereof, the description of the premises served and the name of the owner
5 thereof. The amount so certified shall be extended by the county on the tax rolls against such
6 premises and collected by the county and paid to the city in the same manner as other county and
7 municipal taxes are assessed, certified, collected and returned.

8
9 Section 2. Effective Date.

10
11 This ordinance shall be in full force and effect from and after its passage, approval and
12 publication.
13

14 _____
15 Timothy J. Mahoney, Mayor

16 (SEAL)

17 Attest:

18 First Reading:
19 Second Reading:
20 Final Passage:

21 _____
22 Steven Sprague, City Auditor
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

3a

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 35-0102, OF ARTICLE 35-01 OF CHAPTER 35 OF THE FARGO MUNICIPAL CODE RELATING TO THE SALE OF TOBACCO PRODUCTS

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 35-0102 of Article 35-01 of Chapter 35 of the Fargo Municipal Code is hereby amended to read as follows:

35-0102. Authority to sell tobacco, e-cigarettes, electronic cigarettes or electronic smoking devices.--The city of Fargo does hereby grant the authority to sell at retail tobacco, or other tobacco products, e-cigarettes, electronic cigarettes or electronic smoking devices as defined in chapters 10-1001 and 35-0101, within the city to persons who have a state license as required under chapter 57-36 of the North Dakota Century Code. The authority to sell granted by this Article may be suspended or revoked as provided in this chapter. No mobile vendor, person or business may sell or deliver tobacco products from a mobile vendor vehicle or a push cart, as defined in chapter 18-0308(J), from a motor vehicle or trailer, or from any other moveable facility.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

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

Section 3. Effective Date.

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

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

36

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 35-0201, OF ARTICLE 35-02 OF CHAPTER 35 OF THE FARGO MUNICIPAL CODE RELATING TO THE SALE OF TOBACCO PRODUCTS

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 35-0201 of Article 35-02 of Chapter 35 of the Fargo Municipal Code is hereby amended to read as follows:

35-0201. Sale without authority prohibited.--No person shall, directly or indirectly or by means of device, offer or dispose of, or give away, or cause to be offered or exposed for sale, exchanged, bartered, disposed of, or given away, tobacco or other tobacco products, e-cigarettes, electronic cigarettes or electronic smoking devices as defined in chapters 10-1001 and 35-0101, at any price in the city without the authority granted to that person by the city of Fargo under § 35-0102 of the Fargo Municipal Code.

Section 2. Penalty.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

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

3
4
5 _____
Timothy J. Mahoney, Mayor

6 Attest:

7
8 _____
Steven Sprague, City Auditor

9 First Reading:
10 Second Reading:
11 Final Passage:
12 Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

30

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN SECTION 19, TOWNSHIP 140 NORTH, RANGE 48 WEST
AND ROYAL OAKS ADDITION
FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Section 19, Township 140 North, Range 48 West and Royal Oaks Addition, Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on August 7, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 10, 2018,

NOW, THEREFORE,

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

Section 1. The following-described property:

UNPLATTED, PT OF S 1/2 SEC 19, TWP 140N, RGE 48W, DESC AS FOLL: BEG AT A PT ON W R/W LN OF BDWY 875 FT NELY OF S LN OF SW 1/4 OF SEC 19, THEN NELY ALG SD R/W LN A DIST OF 990 FT, THEN N 80 DEG 25 MIN W A DIST OF 20.12 FT, THEN N 08 DEG 28 MIN W A DIST OF 251.02 FT, THEN N 80 DEG 25 MIN W A DIST OF 439.40 FT, THEN S 36 DEG 47 MIN 30 SEC W A DIST OF 268.36 FT, THEN N 80 DEG 25 MIN W A DIST OF 450 FT, THEN S 09 DEG 35 MIN W A DIST OF 990 FT, THEN S 80 DEG 25 MIN E A DIST OF 1110 FT TO PT OF BEG, ALSO THAT PT OF SW 1/4 SEC 19, TWP 140N, RGE 48W DESC AS PARCELS 1, 2 & 3 DESC AS FOLL: PARCEL 1: THAT PT SW 1/4 SEC 19, TWP 140N, RGE 48W DESC AS FOLL: BEG AT NELY MOST COR OF RIVIERA HEIGHTS 1 ADDN, SD PT BG ON E R/W LN OF 10 ST N & ON W PROP LN OF FARGO WASTEWATER TREATMENT PLANT, THEN ALG AN ASSMD BRG OF N 09 DEG 3 MIN 42 SEC E A DIST OF 374.62 FT TO THE TRUE PT OF BEG, THEN CONT ALG SD 10 ST N R/W LN N 09 DEG 34 MIN 42 SEC E A DIST OF 62.05 FT, THEN N 44 DEG 22 MIN 00 SEC W A DIST OF 381.23 FT, SD PT BG THE INTER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 OF THE E R/W OF 10 ST N & S R/W OF 37 AVE N, THEN ELY ALG S R/W LN OF
2 37 AVE AT A BRG OF S 89 DEG 15 MIN 34 SEC E A DIST OF 813.04 FT, SD PT BG
3 NW COR OF BLK 2 OF ROYAL OAKS ADDN THEN S 14 DEG 35 MIN 44 SEC E A
4 DIST OF 189.33 FT, SD PT BG THE SW COR OF BLK 2, ROYAL OAKS ADDN,
5 THEN S 36 DEG 47 MIN 30 SEC W ALG PROP LN OF FARGO WASTEWATER
6 TREATMENT PLANT, A DIST OF 268.36 FT, THEN N 80 DEG 25 MIN 00 SEC W
7 ALG PROP LN OF WASTEWATER TREATMENT PLANT A DIST OF 450 FT TO
8 THE PT OF BEG, PARCEL 2: THAT PT OF SW 1/4 OF SEC 19, TWP 140N, RGE
9 48W DESC AS: A 40 FT STRIP OF LD PARA WITH & WLY OF FOLL DESC LN:
10 BEG AT NELY MOST COR OF REPLAT OF RIVIERA HEIGHTS 1 ADDN, BG ON
11 ELY R/W LN OF 10 ST N, THEN AT AN ASSMD BRG OF N 80 DEG 25 MIN 18
12 SEC W A DIST OF 80 FT, SD PT BG ON WLY R/WLN OF 10 ST N & TRUE PT OF
13 BEG, THEN N 09 DEG 34 MIN 42 SEC E ALG WLY R/W LN OF 10 ST N A DIST OF
14 243.28 FT TO A PT OF TANGENTIAL CURVE, CONCAVE TO SW, WITH A
15 RADIUS OF 300 FT, THEN ALG SD CURVE FOR AN ARC LENGTH OF 282.46 FT,
16 A CENT ANGLE OF 53 DEG 56 MIN 42 SEC TO A PT OF TANGENCY, THEN
17 CONT ALG WLY R/W LN OF SD 10 ST N A BRG OF N 44 DEG 22 MIN 00 SEC W
18 A DIST OF 169.01 FT, SD PT BG INTER OF WLY R/W LN OF 10 ST N & SLY LN
19 OF PERM EASEMENT FOR 37 AVE N. PARCEL 3: THAT PT OF SW 1/4 SEC 19,
20 TWP 140N, RGE 48W DESC AS FOLL: BEG AT NELY MOST COR OF REPLAT OF
21 RIVIERA HEIGHTS 1 ADDN BG ON ELY R/W LN OF 10 ST N & TRUE PT OF
22 BEG, THEN N 09 DEG 34 MIN 42 SEC E (ASSMD BRG) ALG NLY EXT OF ELY
23 R/W LN OF SD 10 ST N FOR A DIST OF 436.67 FT THEN N 44 DEG 22 MIN 00 SEC
W FOR A DIST OF 381.23 FT TO A PT OF INTER WITH S R/W LN OF 37 AVE N,
THEN N 89 DEG 22 MIN 00 SEC W FOR A DIST OF 113.14 FT TO SE COR OF LT
16 OF ROYAL OAKS 3 ADDN, THEN S 44 DEG 22 MIN 00 SEC E FOR A DIST OF
267.84 FT TO A PT OF TANGENTIAL CURVE, CONCAVE TO SW, RADIUS OF
300 FT, THEN ALG SD CURVE FOR AN ARC LENGTH OF 282.46 FT, CENT
ANGLE OF 53 DEG 56 MIN 42 SEC TO A PT OF TANGENCY, THEN S 09 DEG 34
MIN 42 SEC W ALG NLY EXT OF WLY R/W OF 10 ST N FOR A DIST OF 243.28
FT TO A PT OF INTER WITH NLY LN OF SD REPLAT OF RIVIERA HEIGHTS 1
ADDN, THEN S 80 DEG 25 MIN 18 SEC E FOR A DIST OF 80 FT TO TRUE PT OF
BEG of Section 19, Township 140 North, Range 48 West to the City of Fargo, Cass
County, North Dakota;

AND;

Lot One (1), Block Two (2), Royal Oaks Addition to the City of Fargo, Cass County,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

North Dakota;

1 is hereby rezoned from "AG", Agricultural, District to "P/I", Public and Institutional, District;

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

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

6
7
8 _____
9 Timothy J. Mahoney, Mayor

10 (SEAL)

11 Attest:

12
13 _____
14 Steven Sprague, City Auditor

15
16
17
18
19
20
21
22
23
First Reading:
Second Reading:
Final Passage:

A

**CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH AUGUST 31, 2018
(UNAUDITED)**

	2018 BUDGET	2018 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 26,185,023	\$ 26,554,842	\$ 369,819
Licenses & Permits	2,993,960	3,180,486	186,526
Fines & Traffic Tickets	1,384,320	1,197,829	(186,491)
Intergovernmental Revenue	10,759,046	10,157,091	(601,955)
Charges for Services	10,649,245	10,261,530	(387,715)
Interest	2,174,304	3,298,521	1,124,217
Miscellaneous Revenue	455,048	452,851	(2,197)
Transfers In	10,990,323	10,244,686	(745,637)
Total Revenues	\$ 65,591,269	\$ 65,347,836	\$ (243,433)
EXPENDITURES:			
City Administrator	\$ 4,361,736	\$ 4,327,191	\$ 34,545
Finance	5,112,838	4,999,901	112,937
Planning & Development	2,508,662	2,288,140	220,522
Transit	5,093,111	4,869,656	223,455
Public Works	10,678,389	10,480,171	198,218
Fire Department	8,912,881	8,762,940	149,941
Police	13,661,742	13,199,850	461,892
Health	7,253,081	7,359,353	(106,272)
Library	2,907,051	3,015,459	(108,408)
Commission	439,402	422,791	16,611
Civic Center	330,323	298,527	31,796
Social Services	358,400	343,621	14,779
Capital Outlay	658,778	637,687	21,091
Vehicle Replacement/IT	962,283	640,971	321,312
Contingency	(35,226)	2,824	(38,050)
Transfers Out	5,742,504	5,583,236	159,268
Total Expenditures	\$ 68,945,955	\$ 67,232,318	\$ 1,713,637
Excess of Revenue Over (Under) Expenditures	\$ (3,354,686)	\$ (1,884,482)	\$ 1,470,204

5

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Valley Water Rescue
DATE: September 14, 2018

Attached is a letter from Cass County Auditor Michael Montplaisir requesting the City of Fargo sign a formal agreement to memorialize the arrangement the City has had with Valley Water Rescue since 2001.

Recommended Motion:

Move to approve the agreement with Valley Water Rescue.



Auditor

September 5, 2018

Michael Montplaisir, CPA
701-241-5600
montplaisirm@casscountynd.gov

Dr. Tim Mahoney, Mayor
City of Fargo
200 3rd Street North
Fargo, ND 58102

Dear Mayor Mahoney:

Valley Water Rescue has been part of the cooperative funding arrangement from the cities of Fargo, Moorhead, West Fargo, and Cass and Clay Counties since 2001. Cass County has acted as the agent for Valley Water Rescue, collecting funding from each entity, and managing their budget.

This has been a beneficial arrangement for the contributing entities and for Valley Water Rescue. The entities have had a quality dive team available to them and Valley Water Rescue has had a stable funding source for training, equipment, and insurance.

In all this time, we have not had a formal agreement between the entities. Enclosed is a proposed agreement to memorialize the funding agreement with the member entities. A separate signature page is provided for each entity and copies of the completed signature pages will be provided once they are all approved and signed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Montplaisir".

Michael Montplaisir
Cass County Auditor

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

cc: Bruce Grubb, Fargo City Administrator

www.casscountynd.gov

AGREEMENT FOR THE FINANCIAL SUPPORT OF VALLEY WATER RESCUE

This Agreement for the financial support of Valley Water Rescue, a North Dakota 501(c)(3) Corporation is made and entered into by and between the Cass County, ND, the City of Fargo, ND, the City of West Fargo, ND, Clay County, MN, and the City of Moorhead, MN.

PURPOSE. The purpose of this Agreement is to establish financial support of Valley Water Rescue necessary to provide dive team services to the area to assist the member entities in conducting water search, rescue and recovery services.

Witnesseth

Whereas, Valley Water Rescue is a non-profit corporation established for the purpose of providing water search, rescue and recovery services to Cass and Clay counties;

Whereas, Valley Water Rescue has provided water search, rescue and recovery services to the City of Fargo, City of Moorhead, City of West Fargo, and Cass and Clay Counties for several years; and

Whereas, the parties to this Agreement train with and use the service provided by Valley Water Rescue; and

Whereas, the parties to this Agreement individually do not possess all the necessary resources to cope with water search, rescue and recovery; and

Whereas, the parties to this Agreement have determined it is in their best interests to share in the financial support that is necessary for Valley Water Rescue to provide these services.

Now, therefore, for good and valuable consideration hereby acknowledged, it is hereby agreed by and between each and all of the parties hereto as follows:

1. Valley Water Rescue personnel shall be identified as Reserve Officers of the Cass County Sheriff's Office ("Cass County") for purposes of joint response efforts. Cass County shall provide Worker's Compensation coverage for Valley Water Rescue personnel, as well as Liability Insurance Coverage for all activities of Valley Water Rescue personnel while engaged in services contemplated in this Agreement. The party requesting Valley Water Rescue services is not responsible for its actions while engaged in services on behalf of the requesting entity.

2. Cass County agrees to provide oversight and approval of funds requested by Valley Water Rescue.

3. Each party to this Agreement will provide financial support to Valley Water Rescue in an amount to be determined based on the established Metropolitan Council of Government ("MetroCog") formula established from time to time by the participating entities. No entity shall be responsible for any additional funds in the fund year. This Agreement is several only, and no party shall be responsible for any others' share of the support. Payment shall be made to Cass County on or before January 31 of the budget year. No refunds or pro ration will occur in the event of an early termination by any party, except in the event Valley Water Rescue ceases to operate the services provided herein.

4. EFFECTIVE DATE AND DURATION OF AGREEMENT. This Agreement shall become effective when approved and executed by each participating jurisdiction. The Agreement shall remain in effect until terminated by any party as provided herein, or by agreement of all participating jurisdictions. Termination of participation in this Agreement by one or more participating jurisdiction shall not affect the continued operation of this Agreement between the remaining participating jurisdictions.

5. TERMINATION. Any party to this Agreement may terminate participation upon thirty days written notice addressed to the other participating jurisdictions under this Agreement. This Agreement shall automatically renew for successive one year periods unless otherwise terminated in accordance with this section.

6. Valley Water Rescue shall be responsible for providing all necessary equipment utilized by its personnel to engage in the services contemplated herein.

7. MERGER. This Agreement constitutes the entire agreement between the participating agencies. No waiver, consent, modification, or change of terms of this Agreement shall bind the participating jurisdiction unless in writing and signed by the parties. Any waiver, consent, modification or change, if made, shall be effective only for the specific purposes given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by their

signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

8. SEVERABILITY. The participating agencies 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 obligation of the participating agencies shall be construed and enforced as if the agreement did not contain the particular term or provision.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF FARGO, ND

This Agreement has been approved by the Fargo City Commission, this 24 day of Sept, 2018.



Dr. Tim Mahoney, Mayor

Attest:



Steven Sprague
City Auditor

ba



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

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

Name of Non-profit Organization Achievements Unlimited Foundation		Date(s) of Activity 10/12/2018 to		For a raffle, provide drawing date(s): 10/12/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Bob Stromberg		Title Event Chair		Business Phone Number (701) 277-1044	
Business Address 4141 28th Avenue S		City Fargo		State ND	Zip Code 58104-8468
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Fargo Holiday Inn		Site Address 3803 13th Ave S			
City Fargo		State ND	Zip Code 58103-3301	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle Board #1	Wine Package	\$1,500.00			
Raffle Board #2	Grill Package	\$1,250.00			
Raffle Board #3	Top Shelf Liquor	\$2,000.00			
Raffle Board #4	Ladies Package	\$1,000.00			
Raffle Board #5	Power Tools Pkg	\$1,000.00			
Raffle Board #6	Sporting Gds Pkg	\$800.00			
Total:					(Limit \$12,000 per year) \$ 7,550.00

Intended uses of gaming proceeds: proceeds will go to local 501(c)(3) nonprofits in the Fargo/Moorhead area

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

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

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

Signature of Organization's Top Executive Official 	Date 9/10/18	Title EVENT CHAIR	Business Phone Number 701-277-1044
--	------------------------	-----------------------------	--

loc

\$25.00
CC 5818
9-17-18



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

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

Name of Non-profit Organization River Keepers	Date(s) of Activity 10/14/2018 to	For a raffle, provide drawing date(s): 10/14/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Christine Holland	Title Executive Dir	Business Phone Number (701) 235-2895	
Business Address 1120 28th Ave N., Ste. B	City Fargo	State ND	Zip Code 58102-1334
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted HoDo	Site Address 101 Broadway N		
City Fargo	State ND	Zip Code 58102-4925	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
raffle	cooler	\$60.00	raffle	bird feeder	\$18.00
raffle	bird feeder	\$18.00	raffle	Ace gift card	\$29.00
raffle	Ace gift card	\$30.00	raffle	flash lights	\$12.00
raffle	multit use tool	\$18.00	raffle	bird feeder	\$15.00
raffle	birdbath	\$21.00	raffle	wine basket	\$22.00
raffle	wine basket	\$30.00	raffle	record bowl	\$12.00
raffle	record bowl	\$12.00	raffle	record bowl	\$12.00
raffle	CU paining	\$25.00	raffle	CU paining	\$25.00
Total:					<small>(Limit \$12,000 per year)</small> \$ 359.00

Intended uses of gaming proceeds: educational river outreach

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

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

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

Signature of Organization's Top Executive Official <i>Christine Holland</i>	Date 9/17/2018	Title Executive Director	Business Phone Number
--	-------------------	-----------------------------	-----------------------



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

(Lod)

*25.00 cc
9/18/18*

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

Name of Non-profit Organization <i>Bennett Elementary PTA</i>		Date(s) of Activity <i>10/5/18 to 2/1/19</i>		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Trishia Powell</i>		Title <i>Co-President</i>		Business Phone Number <i>446-4000</i>	
Business Address <i>2000 58th Ave. S.</i>		City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58104</i>
Mailing Address (if different) <i>same</i>		City <i>same</i>		State <i>ND</i>	Zip Code <i>58104</i>
Name of Site Where Game(s) will be Conducted <i>Bennett Elem. Multipurpose Room</i>		Site Address <i>2000 58th Ave. S.</i>			
City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58104</i>	County <i>Cass</i>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input checked="" type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>Bingo</i>	<i>Retail Store Gift Card</i>	<i>\$50</i>			
<i>Bingo</i>	<i>Retail Store Gift Card</i>	<i>\$50</i>			
<i>Bingo</i>	<i>(100) Dollar Prizes (i.e. balls, glow sticks, puzzles, pencils etc.)</i>	<i>(100) \$1.00 each = \$100.00</i>			
			Total: <small>(Limit \$12,000 per year)</small> \$ 300.00		

Intended uses of gaming proceeds: *PTA - sponsored Programs*

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

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

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

Signature of Organization's Top Executive Official <i>Trishia Powell (PTA Co-President)</i>	Date <i>9/18/18</i>	Title <i>Co-President</i>	Business Phone Number <i>701-446-4000</i>
--	------------------------	------------------------------	--

\$25.00
CC 3920
9-17-18

(1)



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

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

Name of Non-profit Organization Great Plains Food Bank		Date(s) of Activity to		For a raffle, provide drawing date(s): NOV. 20, 2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Hrly Heintzman		Title RDO Represent.		Business Phone Number 701-526-9320	
Business Address 1720 3rd Ave N		City Fargo		State ND	Zip Code 58102
Mailing Address (if different) NA		City		State	Zip Code
Name of Site Where Game(s) will be Conducted RDO Equipment Co.		Site Address 700 S. 7th St.			
City Fargo		State ND	Zip Code 58104	County US	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	TV: 65" LED 4K	\$999.99	Raffle	1 mo. personal training	\$150
Raffle	TWO roundtrip airline fix	\$1,000.00			
Raffle	Phantom Drone	\$1,600.00			
Raffle	wine/Beer tasting	\$500			
Raffle	ipad (9.7")	\$419.15			
Raffle	Photography session	\$325			
Raffle	Scheels giftcard	\$250			
Raffle	trimmer	\$199.95			
Raffle	blower	\$199.95			
Total:					(Limit \$12,000 per year) \$5,544.04

Intended uses of gaming proceeds: All proceeds will benefit the Great Plains Food Bank.

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

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

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

Signature of Organization's Top Executive Official... 	Date 9/19/18	Title CEO	Business Phone Number 701-476-9104
---	------------------------	---------------------	--



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

log

Cash
9/20/18

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

Name of Non-profit Organization <u>Oak Grove Lutheran (Parent Organization)</u>		Date(s) of Activity <u>Oct 5 to —</u>		For a raffle, provide drawing date(s): <u>Oct. 5</u>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <u>Kara Burt</u>		Title <u>Oak Grove Parent Organization President</u>		Business Phone Number <u>701-893-3073</u>	
Business Address <u>2720 32nd Ave S</u>		City <u>Fargo</u>		State <u>ND</u>	Zip Code <u>58103</u>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <u>Oak Grove Lutheran Elementary School</u>		Site Address <u>2720 32nd Ave S</u>			
City <u>Fargo</u>		State <u>ND</u>	Zip Code <u>58103</u>	County <u>Cass</u>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Basket Raffle	Puzzle Basket	\$175	Basket Raffle	NDSU Basket	\$175
	Art Basket	\$100	Pre-K Art	→	\$350
	Lego Basket	\$175		Nature/Outdoor	\$100
	Baking Basket	\$140		Vikings	\$275
	Blind Bag Basket	\$125		Gophers	\$150
	Pokemon Basket	\$120		Music	\$125
	Harry Potter Bkt	\$175		Blind Bag II	\$200
	Family Games	\$110		Books	\$315
	Minecraft	\$225		Pokemon II	\$145

* See back for more

\$4,050 Total: ~~\$3,500~~ (Limit \$12,000 per year)

Intended uses of gaming proceeds: Purchasing / Repairing equipment for the playground

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

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

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

Signature of Organization's Top Executive Official <u>Kara Burt</u>	Date <u>9/20/18</u>	Title <u>DGLO President</u>	Business Phone Number <u>701-388-3208</u>
--	------------------------	--------------------------------	--

①

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR 

DATE: SEPTEMBER 19, 2018

SUBJECT: CHANGE ORDER FOR PARKING FACILITY RESTORATION

Restoration work is underway on three parking facilities in downtown Fargo. It now appears that a portion of the deck coating in the drive lanes of the Island Park Ramp should be recoated to prevent deterioration to the parking deck.

Attached is a change order from Western Specialty Contractors for \$38,880.00 to recoat 14,400 square feet at a unit price of \$2.70 a square foot. Our engineer for the project is recommending approval of this change order. The Finance Committee also recommended approval of this change order, using existing funds in the C-1 TIF District.

RECOMMENDED MOTION: To approve the Change Order from Western Specialty Contractors for additional deck recoating work on the Island Park Ramp in the amount of \$38,880.00.

Attachment



WGI
Brenndan Torres
PE Project Manager
8910 Purdue Road, Suite 400
Indianapolis, IN 46268

City of Fargo Garages Coating Change Order for Additional Work

Western will perform an additional 14,400SF of deck coating recoat system consisting of BASF primer coat, intermediate coat of TC 275 and top coat of TC 295UV.

The existing coating will be shot blasted to prepare for the new coating system.

The additional cost to the unit cost provided in the bid form is due to the demobilization and remobilization of the subcontractor performing the preparation.

Total: \$38,880.00 (\$2.70/SF)

COMMERCIAL • INDUSTRIAL • HISTORIC • FACADES
MASONRY RESTORATION • CONCRETE RESTORATION • ROOFING • WATERPROOFING

DRAFT AIA Document G701™ - 2001

Change Order

PROJECT (Name and address):
PARC Parking Structures 2017
Restoration Repairs

CHANGE ORDER NUMBER: 004
DATE: 27 Jul 2018

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO CONTRACTOR (Name and address):
Schnell Contractors Inc.
1343 Tile Factory LN
Louisville, KY 40213

ARCHITECT'S PROJECT NUMBER: R1-2015-060.16
CONTRACT DATE: 7 Jun 2017
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Additional Deck Coating Recoat work in the Island Park Ramp, as identified in the Request For Proposal No. 1 and Western Specialty Contractor proposal for 14,400 square feet of deck coating recoat. In addition, the Construction Change Directive shall be incorporated into the contract and override as applicable in the Project Specifications.

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

\$	486,077.00
\$	0.00
\$	486,077.00
\$	38,880.00
\$	524,957.00

The Contract Time will be increased by twenty-one (21) days.
The date of Substantial Completion as of the date of this Change Order therefore is October 23, 2018

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

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

Wantman Group Inc.
ARCHITECT (Firm name)

Western Specialty Contractors
CONTRACTOR (Firm name)

City of Fargo
OWNER (Firm name)

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE



CONSTRUCTION CHANGE DIRECTIVE

Date: September 20, 2018
To: Jim Gilmore
Email: JGilmore@FargoND.gov
From: Brenndan Torres
Project #: 2418 3164.00
Regarding: City of Fargo Parking Structures, Construction Change Directive No. 1

Jim,

We recommend the following change/substitution for Division 7 Sections 07 1800, 07 1900, 07 9200, 07 9500; 'Traffic Coatings', 'Water Repellents', 'Joint Sealants', and 'Expansion Joints', respectively. Each section has the same Joint & Several Warranty requirement (at 5 year duration or 10 year duration for water repellents).

The Joint & Several Warranty should be changed into two warranties with the same time periods; a workmanship warranty from the general contractor, and a product/materials warranty from the moisture protection product manufacturer.

Section 04 0100 'Masonry Restoration Cleaning' has a 10-year warranty requirement for the sealer. This was applicable to work that was deleted from the bid package (Masonry Surface Silane/Siloxane Sealer.) Manufacturer sealer for masonry repairs in the project shall be for a standard term no less than 5-year warranty.

Section 07 5419 'Polyvinyl-Chloride (PVC-TPA) Roofing' has a similar requirement but is not applicable within the project as of the date of this memorandum. The section is only applicable to the Alternate 1A, Roof Waterproofing Replacement, which is not part of the project.

Section 09 9700 'Special Coatings' has a similar joint & several, 10-year warranty. As with Division 7 changes, change the warranty requirement to a workmanship warranty from the general contractor, and a product/materials warranty from the moisture protection product manufacturer. The general contractor warranty can be no less than 5-years.

We recommend issuing a Construction Change Directive for the project to be in alignment with a changing trend in the industry because we are finding an increase in projects insisting upon the change. With the increased numbers in contractors becoming certified applicators of specific manufacturer products, and the product performance becoming more reliable, both parties are becoming reluctant to assume responsibility for the other.

Currently, the Parking Solutions Division of WGI is reviewing the trend and is adjusting our specification requirements to be in alignment with what is becoming the industry standard.

Very Respectfully,

Brenndan P. Torres
Project Manager

CITY OF Fargo Fire Department

8

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: SEPTEMBER 20, 2018

SUBJECT: RFP FOR ROOF REPLACEMENT AT FIRE STATION 3

An RFP, Ad Number RFP18282, was advertised and one response was received and opened at 2:00 PM, Wednesday, September 12, 2018 for the removal and replacement of the lower roof at Fire Station #3.

A & R Roofing Co. Inc. provided the lone bid for the price of \$38,200.

RECOMMENDED MOTION: Approve the contract with A & R Roofing Co., Inc. for \$38,200.

A & R ROOFING CO., Inc.
975 Armour St NW
West Fargo, ND 58078
Phone (701) 282-4739
Fax (701) 282-4740

Date: 09/12/2018

To: Steve Dirksen
Fire Chief
637 NP Ave N
Fargo, ND 58102
Email: sdirksen@fargond.gov

Job Name: Removal and Replacement of lower roof
Fire Station 3
Fargo, ND

We propose to,
Remove and dispose of the existing metal wall cap, scuppers and flashings.
Remove and dispose of the existing membrane roof system to the existing concrete roof deck.
Furnish and install new isocyanurate insulation system and crickets adhered to the existing roof deck.
Furnish and install new 0.060 mil Fully Adhered EPDM Membrane System with membrane flashings at roof penetrations and roofs perimeter.
Furnish and install new 24 ga prefinished metal wall cap, scuppers and flashings.
Provide manufactures 10-year roof warranty.

This work for the sum of **\$38,200.00**

NOTE: If needed mechanical and electrical work will be the owners' responsibility.
Any removal and infill of decking for mechanical curbs, stacks, pipes etc. will be the owners' responsibility.

Offer good for 30 days unless otherwise noted.

Payment is due upon completion. Finance charge of 1.5% per months over 30 days.

A & R Roofing Co., Inc.

Jim Bowles
General Manager



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

9

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 10, 2018

RE: AGREEMENT FOR SERVICES WITH NATE
HENDRICKSON \$1500

The attached Agreement for Services with Nate Hendrickson for \$1500 is to support our Child Care Physical Activity Health Code Training.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with Nate Hendrickson.

DF/LA
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 1st day of October, 2018, by and between Fargo Cass Public Health ("FCPH"); and Nate Hendrickson, (Independent Contracting Educator).

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

- A. **Term of Agreement:** The parties entered into a written agreement for the period of October 1, 2018, through September 30, 2019.
- B. **Services to be provided by independent contractor:** Administration and instruction of Child Care Physical Activity Health Code training, and provide data on the numbers attending.
- C. **Reimbursement:** The contracting consultant shall be reimbursed \$150.00 per hour and submit an invoice, not to exceed 10 hours or \$1500.00
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:


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

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

FARGO CASS PUBLIC HEALTH

CONSULTANT

By 
Desi Fleming, Director of Public Health

By 
Nate Hendrickson, Independent Contractor

Date 9/10/18

Date 9/5/18

By _____
Timothy J. Mahoney, Mayor, City of Fargo

Date _____



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

10

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 7, 2018

RE0: AGREEMENT FOR SERVICES WITH NORTH DAKOTA
DEPARTMENT OF HEALTH FOR STEPPING ON
WORKSHOPS FOR \$2,500.00

The attached agreement for services is for Stepping On falls prevention workshops presented to seniors by public health nursing staff.

The following budget adjustment is needed:

2018 Expenses:

General Supplies	101-6020-451-61-40	\$1,250
Food	101-6020-451-63-20	\$1,250

Revenue budget in Miscellaneous Revenue 101-0000-345-10-09 is sufficient for receipt of \$2,500.

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

Suggested Motion: Move to approve the contract agreement with the North Dakota Department of Health Stepping On workshops.

DF/LA
Enclosure



NORTH DAKOTA DEPARTMENT of HEALTH

HEALTHY & SAFE COMMUNITIES SECTION
600 East Boulevard Avenue, Dept. 301
Bismarck, N.D. 58505-0200
www.ndhealth.gov
TTY 800.366.6888

September 6, 2018

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

Dear Suzanne,

Thank you for agreeing to provide Stepping On workshops within the state of North Dakota.

The North Dakota Department of Health will reimburse you for expenses incurred related to the Stepping On falls prevention workshop which begins on September 20, 2018. The maximum reimbursement allowed is up to \$2,500.

Allowable expenses include: printing of paper materials for participants, folders or binders for participant materials, weights, room rent, postage and a healthy snack for each class such as bananas, apples, grapes, string cheese, crackers, and pretzels.

Please sign and date this letter and return to me. Please provide an invoice for any expenses upon completion of the seven-week workshop. Also, include receipts of all items purchased which you are seeking reimbursement for. You may contact me at 701.328.4537 or mslag@nd.gov, if you have any questions regarding reimbursement.

Please remember to follow the Stepping On evidence based program as it is designed such as two-hour sessions once per week for seven weeks with a three-month booster session.

We are very much looking forward providing this evidence based fall prevention service for the seniors of North Dakota.

Sincerely,



Mandy Slag, RN, BSN
Injury Prevention Program Director



Director of Public Health

9/7/18

Date

Mayor, City of Fargo

Date



Suzanne Schaefer

9-6-18

Date

Deanna Askew, Director, Division of Injury and Violence Prevention

Date

cc: NDDoH, Division of Accounting

Community & Health Systems 701.328.2306 800.280.5512 (N.D.) 701.328.2036 (Fax)	Family Health & Nutrition 701.328.2496 800.472.2286 (N.D.) 701.328.1412 (Fax)	Health Promotion 701.328.2367 800.280.5512 (N.D.) 701.328.2036 (Fax)	Injury & Violence Prevention 701.328.4536 800.472.2286 (N.D.) 701.328.1412 (Fax)	Special Health Services 701.328.2436 800.755.2714 701.328.1645 (Fax)
---	--	---	---	---



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

(11)

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 10, 2018

RE: FARGO PUBLIC SCHOOLS SPECIAL EDUCATION CONTRACT FOR
\$79,053.40

The attached contract with Fargo Public Schools is for nursing services for Special Education services for the school year 2018-2019.

No budget adjustment is required for this contract of \$79,053.40.

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

Suggested Motion: Move to approve the Service Agreement with Fargo Public Schools for Special Services.

DF/LA
Enclosure

FARGO PUBLIC SCHOOLS
Department of Support Services
SERVICE AGREEMENT

AGENCY/INDIVIDUAL OFFERING SERVICE: FARGO CASS PUBLIC HEALTH DEPARTMENT
1240 25th STREET SOUTH, FARGO, ND 58103

GENERAL NATURE OF SERVICE TO BE PROVIDED: EXTENDED NURSING CARE SERVICES FOR
SPECIAL EDUCATION STUDENTS WITH SEVERE HEALTH RELATED DISABILITIES

AGREEMENT DURATION PERIOD: AUGUST 23, 2018 THROUGH MAY 31, 2019

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, THAT:

- A. The agency identified above shall provide the following services:
 - 1. Consultation, evaluation and patient services for special education students with unique health services identified as related special education nursing services in student Individual Education Plans.
 - 2. Upon request, assistance with the design of health protocols for specific special education students.
- B. The District shall reimburse the Agency identified above as follows for expenses associated with this agreement:
 - 1. Time Period/Rate – The services requested shall be limited to 35 weeks. Service providers may vary depending upon individual student needs or changing needs. Total service provided shall be allocated as follows:

Registered Nurse	31 hours per week for 35 weeks @ \$41.63/hour	\$45,168.55
	Additional 10 hours for staff development @ \$41.63/hour	\$ 416.30
Licensed Practical Nurse	31 hours per week for 35 weeks @ \$26.22/hour	\$28,448.70
	Additional 10 hours for staff development @ \$26.22/hour	\$ 262.20
RN Administration	1 hour per week for 35 weeks @ 50.29/hour	\$ 1,760.15
Mileage Estimate	5500 miles per year @ \$0.545 per mile	\$ 2,997.50

- 2. Service Cost – The maximum cost the services provided shall not exceed \$79,053.40
- 3. Payment Schedule – Payments shall be made to the Provider upon receipt of monthly billing statements which contain the names of eligible students served, dates, amount and type of service provided.
- 4. Medicaid Claims –The District shall process all Medicaid claims for eligible students served through this agreement.

C. The Provider agrees that all terms and conditions specified in an existing contract with the District shall be applicable to this service agreement.

APPROVED AND EXECUTED THIS 7th DAY OF SEPTEMBER, 2018

Fargo Public Schools

Fargo / Cass Public Health

BY: Jackie Gapp
Business Manager – Jackie Gapp

BY: _____
Mayor, City of Fargo

BY: Patricia Cummings
Director of Student Support Services and
Special Education – Patricia Cummings

BY: Debra Leming
Director of Public Health



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

12

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 12, 2018

**RE: AGREEMENT FOR SERVICES WITH SAMANTHA-
NIENOW, RED ZEST DESIGN FOR \$4,500.00**

The attached agreement is for services to build an online training module for Supporting Breastfeeding in Child Care.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the agreement with Samantha Nienow, Red Zest Design for online training.

DF/LA
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 10th day of September, 2018, by and between Fargo Cass Public Health ("FCPH"); and Samantha Nienow, President of Red Zest Design, Inc.

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of September 10th, 2018, through September 30th, 2018.
- B. Services to be provided by independent contractor:** To build the online training module Supporting Breastfeeding in Child Care, which will include:
- Creating graphics.
 - Recording the audio for the training (voice-over talent will be Samantha Nienow) FCPH staff will help in writing and confirming the voice-over script.
 - Editing soft music under voice recordings.
 - Adding quizzes in each section of the course, FCPH staff will help with writing quiz questions and answers.
 - Copy editing the script and online course text (including quizzes) by a professional copy editor to make sure there are no grammar mistakes in the recorded audio or written text.
 - Testing the new online course as a student to make sure it works properly.

The Designer, will set up these elements in the Thinkific platform and then provide full access to FCPH to change or edit the materials. The administration of the online course and management will be FCPH's responsibility.

- C. Reimbursement:** The contracting independent contractor shall be reimbursed \$4500.00 for online module and submit an invoice, not to exceed \$4500.00.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The contracting independent contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.

- B. The laws of the State of North Dakota shall govern this service agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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

FARGO CASS PUBLIC HEALTH

CONSULTANT

By 
 Desi Fleming
 Director of Public Health

By 
 Samantha Nienow
 Red Zest Design, Inc.
 EIN: 81-4041914

Date September 12, 2018

Date 9/12/2018

By _____
 Timothy J. Mahoney
 Mayor, City of Fargo

Date _____



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

(13)

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 13, 2018

RE: AMENDED AGREEMENT FOR \$500 WITH CONSULTANT JANICE TWEET

The attached amended agreement with Janice Tweet for \$500 is to develop a document for the food recovery system (gleaning) process.

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

Suggested Motion: Move to approve the amended agreement with Janice Tweet for gleaning project.

DF/LA
Enclosure

AMENDMENT TO AGREEMENT WITH JANICE TWEET

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

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The parties agree that the Agreement should be amended.
2. The terms of this Agreement shall be for the period of January 2, 2018 through September 30, 2018. Either party upon the giving of thirty (30) days written notice may terminate the Agreement.
3. The original contract was for \$10,900.00. In addition to duties stated in original contract, the contracting consultant shall be reimbursed an additional \$500.00 to prepare a document featuring the process for communities to follow when implementing the GleaN system based on "lessons learned" during the pilot season and assist with the success story for the grant final report. All reimbursement for both the original and amended contracts should not to exceed \$11,400.00.

DATED effective the date and year first above written.

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

FARGO CASS PUBLIC HEALTH

CONSULTANT



 Desi Fleming
 Director of Public Health



 Janice Tweet
 Independent Contractor

9/13/18

 Date

9/13/2018

 Date

 Timothy J. Mahoney
 Mayor, City of Fargo

 Date



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

14

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 12, 2018

RE: RECIPIENT OF INAUGURAL BARCLAY-GIAL SEED
GRANT FUNDED BY PUBLIC HEALTH SERVICE
FOUNDATION FOR \$5,000

Fargo Cass Public Health is the recipient of a seed grant for the syringe exchange program.

The following budget adjustment is required for this contract:

2018 Revenue:		
Misc Health Revenue	101-0000-361-61-28	\$5,000
2018 Expense:		
Medical Supplies	101-6013-451-61-20	\$5,000

Suggested Motion: Move to approve the grant from the Public Health Service foundation.

DF/LA
Enclosure





**PHS COMMISSIONED OFFICERS
FOUNDATION** *for the*
Advancement Of Public Health

For Immediate Release
August 31, 2018

Contact: John McElligott
(301) 731-9080/jmcelligott@coausphs.org

Recipients of Inaugural Barclay-Giel Seed Grants

Funding for small, community-based public health programs

The Barclay-Giel Seed Grants program is funded by the [PHS Commissioned Officers Foundation for the Advancement of Public Health](http://www.phscof.org). The program supports community-based public health programs. Non-profit organizations may apply for up to \$5,000 to support their programs.

The Seed Grants program is named after the late Martha Barclay-Giel, a retired Captain of the Commissioned Corps of the U.S. Public Health Service. Captain Barclay-Giel dedicated her life's work to advancing the health of Americans. After retiring, she generously supported COF through considerable charitable donations. Captain Barclay-Giel is a member of the John Adams Society.

The Foundation is proud to announce the following recipients of the 2018 Seed Grants:

- **Baystate High Street Health Center:** Springfield, MA – food pantry
- **Cape Girardeau County Public Health Center:** Cape Girardeau, MO – dental health
- **CareNet Counseling East:** Greenville, NC – mental health
- **Colorado Coalition for the Homeless:** Denver, CO – back-to-school Healthy Kids Fair
- **Connecticut Association of School Based Health Centers:** North Haven, CT – training for staff
- **Eastern Iowa Health Center:** Cedar Rapids, IA – patient unmet needs program
- **ECDC African Community Center of Denver:** Denver, CO – home visits with refugee women
- **Fargo Cass Public Health:** Fargo, ND – syringe exchange program
- **Health Resources in Action:** Boston, MA – racial and health equity for asthma prevention
- **Ledge Light Health District:** New London, CT – awareness of opioid use disorder and overdose
- **Life Changers Counseling and Life Coaching:** Scottsdale, AZ – mental health and family counseling
- **Mercy Health Foundation:** Toledo, OH – Stop the Bleed program
- **Naugatuck High School:** Naugatuck, CT – mental health
- **North Dakota Head Start:** Fargo, ND – Early Childhood Education Conference
- **Open Aid Alliance:** Missoula, MT – mobile health unit
- **Pomperaug Health District Medical Reserve Corps Unit:** Southbury, CT – data collection for opioid awareness
- **Planned Parenthood of Southern New England:** Providence, RI – Healthy Neighborhood Initiative canvassers
- **Quaboag Hills Community Coalition:** Ware, MA – opioid overdose education and intervention
- **Special Kids, Special Care:** Parker, CO – training providers for mental health of fragile babies and families
- **Valley County Health Department:** Glasgow, MT – oral health

We congratulate all recipients and thank each organization which applied for funding. Information about the next cycle of Seed Grant funding is available at www.phscof.org/seed-grants.

The PHS Commissioned Officers Foundation for the Advancement of Public Health is dedicated to advancing public health and public health leadership for a healthier nation.



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

15

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON
DIRECTOR OF ENVIRONMENTAL HEALTH

DATE: SEPTEMBER 19, 2018

RE: ARTICLE 25-33 – TATTOOS, BODY ART AND PIERCING

Staff at Fargo Cass Public Health request Article 25-33, associated with Tattoos, Body Art, and Piercing, be directed to the city attorney's office for review and revisions.

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

Suggested Motion: Move to task the City Attorney's office to work with Fargo Cass Public Health to review and update Article 25-33 regarding Tattoos, Body Art, and Piercings.

GL/la
Enclosure



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

16

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON
DIRECTOR OF ENVIRONMENTAL HEALTH

DATE: SEPTEMBER 19, 2018

RE: 2019 ENVIRONMENTAL HEALTH FEE SCHEDULE

Fargo Cass Public Health staff request the review and adoption of the resolution associated with the proposed 2019 Environmental Health fee schedule.

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

Suggested Motion: Move to adopt the 2019 Environmental Health fee schedule.

GL/la
Enclosure

**RESOLUTION APPROVING INSPECTION FEES, LICENSE FEES, PERMIT FEES
AND REINSTATEMENT FEES -- ENVIRONMENTAL HEALTH**

WHEREAS, the Board of City Commissioners is authorized to approve a schedule for application fees for inspections, licenses, permits and for reinstatement fees to offset the administrative and oversight costs of enforcement of the city's ordinances pursuant to the provisions of the Fargo Municipal Code and the Board has previously approved such a schedule, which was applicable for 2017 and 2018; and,

WHEREAS, the Board of City Commissioners desires to approve a schedule of such fees to be applicable commencing January 1, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners as follows:

The attached fee schedule for inspections, licenses, permits and for reinstatement fees is hereby approved, said fee schedule to take effect the 1st day of January, 2019, and to remain in effect until amended or revoked by the Board of City Commissioners.

COMMISSIONER _____ introduced the foregoing resolution and moved its adoption. 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.

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

2019 ENVIRONMENTAL HEALTH FEE SCHEDULE

Food Health Licenses

	<u>2019 Fee</u>
Food Tier 1	\$210.00
Food Tier 2	\$315.00
Food Tier 3	\$420.00
Food delivery	\$50.00
Grocery, Bakery, or Retail Meat Tier 1	\$105.00
Grocery, Bakery, or Retail Meat Tier 2	\$160.00
Grocery, Bakery, or Retail Meat Tier 3	\$185.00
Mobile Food or Concession Vendor Tier 1	\$125.00
Mobile Food or Concession Vendor Tier 2	\$175.00
Mobile Food or Concession Vendor Tier 3	\$225.00
Food Event Vendor Tier 1	\$25/day – max \$125
Food Event Vendor Tier 2	\$35/day – max \$175
Food Event Vendor Tier 3	\$45/day – max \$225
Schools, Churches, Group Homes Tier 1	\$110.00
Schools, Churches, Group Homes Tier 2	\$160.00
Schools, Churches, Group Homes Tier 3	\$210.00
Seasonal Concession Tier 1	\$55.00
Seasonal Concession Tier 2	\$80.00
Seasonal Concession Tier 3	\$105.00
Multiple unit fee for group homes	Group home tier based fee plus \$25/unit
Multiple food vendor event units	\$10, \$15, or \$20/unit/day based on tier level
Alcohol Service – physical bar	\$160.00
Alcohol Service – no physical bar	\$55.00
Soft Serve Frozen Dessert License	\$105.00
Soft Serve Frozen Dessert Machine re-test fee	\$40.00/test
Food Preoperational Inspection Fee	\$150.00
Mobile Food Unit Commissary	\$25.00
Additional unit fee for each mobile license	50% of the associated tier fee designation

Aquatic Health Licenses

Aquatic Pool (year round)	\$220.00
Aquatic Pool (seasonal)	\$150.00
Aquatic Spa or Wading Pool (year round)	\$115.00
Aquatic Spa or Wading Pool (seasonal)	\$75.00
Aquatic Splash pad	\$115.00
Aquatic facility water quality testing fee	\$60.00/month
Aquatic facility water quality re-check fee	\$40.00/retest
Aquatic Blue Print Review (one-time fee)	\$200.00

Body Art Health Licenses

Body Art Establishment	\$250.00
Body Art Technician	\$100.00
Temporary Body Art Event (up to 7 days)	\$150.00
Temporary Body Art Technician (up to 7 days)	\$50.00

Hotel/Motel Health Licenses

Hotel/Motel (1-18 units)	\$130.00
Hotel/Motel (19-35 units)	\$170.00
Hotel/Motel (36-100 units)	\$210.00
Hotel/Motel (101 units or more)	\$235.00 + \$1/unit up to \$450

Individual Program Health Licenses

Pet Store	<u>2019 Fee</u> \$105.00
Tanning facilities	\$105.00 + \$10/bed
Child Care Centers	\$75.00

Administrative

Nuisance Complaint Administrative fee	\$40.00/hr.
Health License Reinstatement Fee	\$150.00 (if annual fee <u>is not</u> paid by Jan 1 st)
Fumigation License	\$125.00

All health licenses, paid in full, are issued for a calendar year. Health license fees/licenses are non-refundable and non-transferable.

Fees for new licenses, with the exception of mobile food, issued mid-year are pro-rated on a quarter-year basis with the calculated fee to include the then-current quarter. For example, the pro-ration of a \$100 annual fee for a new license issued in the middle of the second quarter of the year will be \$75.



FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

September 17, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

17

RE: Acceptance of North Dakota Department of Transportation Grant Funding for Seat-Belt, Impaired Driving, Distracted Driving Enforcement and Education Activities and Under-aged Drinking Enforcement (CFDA #20.616 and 20.600).

Dear commissioners:

The North Dakota Department of Transportation is again offering to provide Fargo Police Department with grant funding for the purpose of conducting seatbelt, impaired driving, distracted driving, and under-aged drinking enforcement and education activities. The funding made available through the National Highway Traffic Safety Administration (NHTSA) is intended to reimburse the police department for overtime expenses associated with having officers work extra hours towards conducting the enforcement and education activities.

The DOT is making a total of \$57,000 in grant money available to the Police Department, \$20,000 of which is intended for impaired driving enforcement and \$7,000 of which is intended for impaired driving media campaigns. Of the remaining grant funding, \$12,000 is to be used for seatbelt enforcement, \$10,000 for underage drinking enforcement, and \$8,000 for distracted driving enforcement. There is no requirement for the City of Fargo to match any of the grant funding provided.

Recommended Motion:

Sign the North Dakota Department of Transportation Traffic Safety Contract, accept the grant funding in the amount of \$57,000 and adjust Police Department's budget line items as follows:

- Account # 101-5045-411-11-01 – PD11 in the amount of \$12,000
- Account # 101-5045-411-11-01 – PD12 in the amount of \$10,000
- Account # 101-5045-411-11-01 – PD31 in the amount of \$20,000
- Account # 101-5045-411-34-20 – PD31 in the amount of \$7,000
- Account # 101-5045-411-11-01 – PD37 in the amount of \$8,000

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

Sincerely,

David Todd
Chief of Police

Cc: Kent Costin, Finance Director

ADMINISTRATION
Phone: 701-241-1427
Fax: 701-297-7789

INVESTIGATIONS
Phone: 701-241-1405
Fax 701-241-1407

RECORDS
Phone: 701-241-1420
Fax: 701-241-8272

NON EMERGENCY
Phone: 701-235-4493



North Dakota Department of Transportation

Thomas K. Sorel
Director

Doug Burgum
Governor

September 14, 2018

Fargo Police Department
Attention: Lt. Matt Sanders
222 Fourth Street, North
Fargo, ND 58102

TRAFFIC SAFETY CONTRACT NO. 12181400, FIVE PROJECTS

The contract that has been awarded to the Fargo Police Department is enclosed. Please read the **entire contract, with attachments**, as key information is provided and/or requested. Not fulfilling these requirements may delay processing or lead to a cancellation of the contract.

1. The contract **must** be signed by a person with **contracting authority**.
2. A witness **must** sign to the **left** of the contractor's signature.
3. **Return the ENTIRE ORIGINAL CONTRACT, INCLUDING ALL APPENDICES.**
4. A **complete** copy of the fully signed contract will be emailed to you.
5. You must review the requirements listed on the enclosed **Risk Management Appendix**.
6. A copy of your current **Certificate of Liability Insurance** information may be required.
 - If your agency is insured through the **North Dakota Insurance Reserve Fund** (state agencies) or is a political subdivision (county/city agencies), do not submit insurance information now; however, you may be asked for confirmation of coverage at a later date.
 - If your agency is not insured through North Dakota Insurance Reserve Fund, your **insurance certificates must name the state as an additional insured and a waiver of subrogation must be provided**.
7. As a contractor, your agency is a sub-recipient of federal funds and therefore subject to the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA).

Key Notes:

- Periodic desk and onsite monitoring by program managers are required.
- Progress reports, if necessary, are required to be submitted prior to reimbursement.
- Per 2 CFR 200, Subpart F, non-federal entities that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year.

We look forward to the many safety benefits your program will provide to the state of North Dakota. If you have any questions, feel free to contact me by email at lharsche@nd.gov or by phone at 328-2402.

LORY HARSCHÉ – FINANCE/CONTRACT MANAGER – SAFETY DIVISION

12/lah
Enclosure

NDDOT Contract No. 12181400
Project No. PHSPOP1905-05-06,
PHSPID1910-02-05, PHSPID1910-12-03,
PHSPDD1911-02-04, & PHSPID1910-03-02

**North Dakota Department of Transportation
TRAFFIC SAFETY CONTRACT**

Federal Award and Subrecipient Information

CFDA No.: 20.616 and 20.600	CFDA Title: National Priority Safety Programs and State and Community Highway Safety
Federal Agency Telephone: 720-963-3100 Federal Agency Email: NHTSA.region8@dot.gov	Awarding Federal Agency: National Highway Traffic Safety Administration Federal Agency Contact Information: Gina Espinosa-Salcedo
Award Name: Click It or Ticket FAIN No.: 69A3751830000405BNDL	Federal Award Date: 2018 Total Federal Award Amount: \$12,000
Award Name: Alcohol Enforcement and Media FAIN No.: 69A3751830000405DNDH	Federal Award Date: 2018 Total Federal Award Amount: \$37,000
Award Name: Distracted Driving FAIN No.: 69A37518300004020NDO	Federal Award Date: 2018 Total Federal Award Amount: \$8,000
NDDOT Program Manager (PM): Sandy Wilson NDDOT PM Telephone: 701-328-2899 NDDOT PM Email: swilson@nd.gov	Subrecipient Name: City of Fargo Subrecipient DUNS No.: 070265871 Applicant Agency: Fargo Police Department

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This contract 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 Fargo Police Department, hereinafter referred to as the Contractor, whose address is 222 Fourth Street, North, Fargo, North Dakota 58102.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Annual Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

I.

The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.

II.

The term of this contract shall begin October 1, 2018, and shall end September 30, 2019.



III.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$57,000. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

IV.

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

V.

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

VI.

The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

VII

The Contractor shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

VIII.

Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

IX.

The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and



transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

X.

The Contractor must have a seat belt use policy, a drug and alcohol driving policy, and a distracted driving/texting policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

XI.

Termination:

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement:
 - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms,



and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

XII.

The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

XIII.

The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

XIV.

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 the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XV.

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

XVI.

The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

XVII.

The Contractor shall not assign nor transfer the Contractor's interest in this agreement without the express written consent of the state.



XVIII.

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

XIX.

The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

XX.

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 previously set forth.

XXI.

No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

XXII.

All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.



EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

X
SIGNATURE

TITLE

DATE

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.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

Karin Mongeon
SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

Karin Mongeon
SIGNATURE

9-14-18
DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 8-17



**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 Non-discrimination 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.F.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 discrimination 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.*).



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 **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 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 \$250,000 per person and \$1,000,000 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. 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 5-09



**AGREEMENT FOR PARTICIPATION
IN THE NORTH DAKOTA
HIGHWAY SAFETY PLAN**

APPENDIX A CONTENTS

Page 1 – Background
Page 2 – Scope of Work for Occupant Protection Project
Page 3 – Scope of Work for Impaired Driving Project
Page 4 – Scope of Work for Underage Drinking Project
Page 6 – Scope of Work for Distracted Driving Project
Page 7 – Scope of Work for Media Project
Page 8 – Reporting and Audit Reporting / All Projects
Page 8 – NDDOT Responsibilities, Reimbursement, and Other Requirements / All Projects
Page 10 – Budgets
Attachment 1 – Enforcement Overtime Calendar for FFY 2019

BACKGROUND

The North Dakota Department of Transportation's (NDDOT) Safety Division receives federal funds through the National Highway Traffic Safety Administration (NHTSA). Funding is provided to local entities to assist the NDDOT to achieve the traffic safety goals identified in the annual Highway Safety Plan. North Dakota launched the Vision Zero initiative with a goal to eliminate motor vehicle crash fatalities and serious injuries on North Dakota roads. As a partner in the Vision Zero initiative, the goal of zero fatalities and serious injuries is not only attainable, it is vital. No other number is acceptable as every life matters.

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public's knowledge and understanding of roadway safety and strategies.

Note: Refer to the Fiscal Year 2019 North Dakota Highway Safety Plan for actual performance goals based on five-year average trend data.

The purpose of this contract is to provide funding to the **Fargo Police Department** (hereinafter referred to as Contractor) to:

- Participate in statewide occupant protection (OP) enforcement programs (see page 2 for program requirements)
- Participate in statewide impaired driving (ID) enforcement programs, including sobriety checkpoints and saturation patrols (see page 3 for program requirements)
- Participate in statewide underage drinking (UA) enforcement programs (see page 4 for program requirements)

- Participate in statewide distracted driving (DD) enforcement program (see page 6 for program requirements)
- Develop and place media ads for the enhancement of impaired driving campaigns (see page 7 for program requirements)

OCCUPANT PROTECTION (OP) ENFORCEMENT

PROJECT NO. PHSP0P1905-05-06

SCOPE OF WORK

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase OP use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor is encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

The Contractor may **only** work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled periods.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.
- Ensure that all officers working the overtime grant funding for OP have completed the Traffic Occupant Protection Strategies (TOPS) training. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).

- Participating officers must submit an electronic enforcement log sheet by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Coordinators must submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CIOT* enforcement period.

IMPAIRED DRIVING (ID) ENFORCEMENT

PROJECT NO. PHSPID1910-02-05

SCOPE OF WORK

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter ID through heightened enforcement of ID laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior.

The Contractor is required to work during the scheduled ID enforcement periods as outlined in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period of the contract period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per enforcement period, with the exception of the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Conduct a minimum of four shifts (no minimum number of hours per shift) during the dates identified as the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Ensure that officers working the ID grant have been SFST (Standardized Field Sobriety Testing) certified and have attended a SFST refresher or ARIDE course at least once every five years. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.
- Determine the best enforcement strategy (e.g., sobriety checkpoints vs. saturation patrols, time of day, locations, etc.) that will most effectively deter ID within the Contractor's jurisdiction. Data indicates this would typically be at night on weekends and holidays, or during special community events justifying the need for additional traffic enforcement. Some jurisdictions may have varying times based on demographics (e.g., college communities).

- Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Participating officers must submit an electronic enforcement log sheet by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Coordinators must submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the ID enforcement period.

UNDERAGE DRINKING (UA) ENFORCEMENT

PROJECT NO. PHSPID1910-12-03

SCOPE OF WORK

The UA enforcement program supports and enhances efforts by law enforcement to reduce the availability of alcohol to minors. Tragic social consequences can result when youth use alcohol, including traffic injuries and fatalities. The objective of the program is to prohibit the sale and consumption of alcoholic beverages to minors. (For the purpose of this solicitation, "minors" are defined as individuals under the age of 21.)

*Please note that funds for operations may be utilized to cover the costs of overtime for officers, stipends for underage buyers, and direct expenses for server training (printing, postage, and other approved direct expenses). **These funds may not be used for food or refreshment.***

The Contractor is required to work the scheduled UA enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

Activities under this program may include Saturation and Non-Saturation events.

Qualifying Saturation Events Include:

The following types of enforcement activities will be reported as a saturation event in the Law Enforcement Web Reporting (LEWR) online report system.

- **Party Patrol** – Party Prevention Patrols consist of officers patrolling communities and rural locations at times when youth activities may be a catalyst for UA parties to occur. This may be youth activities such as prom, homecoming, graduation, school activities, etc.
- **Bar Patrols** — Bar Patrols consist of utilizing officers to patrol on-site liquor establishments (bars, restaurants, clubs, etc.) to ensure that underage youth are not being served by the establishment. This operation may consist of officers checking identifications of patrons to verify legal age has been attained. In order for law enforcement officers to maintain a good working relationship with the businesses, certain protocol for such operations must be followed.
- **Special Events Management/Task Force Operations** — This purpose area consists of the implementation of procedures to address UA at large scale events. These events may be concerts, sporting events, holiday activities such as Mardi Gras or Fourth of July festivities, or other events that bring an influx of people into a local jurisdiction. The operations focus on limiting the time of the function, designating areas for consumption of alcohol, and training vendors on the laws concerning alcohol consumption. Enforcement techniques to spot underage drinkers and transactions are also utilized. Emphasis may be placed on developing multi-jurisdictional task forces to deal with these events since they generally draw attendees from several regions and the local law enforcement agencies are often not equipped to handle the increased population.

Qualifying Non-Saturation Events include:

The following types of enforcement activities will be reported as a non-saturation event in the Law Enforcement Web Reporting (LEWR) online report system.

- **Compliance Checks** — Compliance Checks must utilize an underage buyer working under the direction of a law enforcement agency. The underage buyer enters a licensed liquor establishment and attempts to purchase alcoholic beverages. This operation may be conducted at on-premise sites (bars, restaurants, clubs, etc.) and off-premise businesses (convenience stores, grocery stores, gas stations, etc.).
- **Shoulder Tap** – Shoulder tap activities must involve an underage buyer working under the direction of a law enforcement agency. The underage buyer will approach an individual who is about to enter an off-sale establishment and ask them to purchase alcohol for them from an off-sale establishment.
- **Server Training** — Training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and UA.
- **Controlled Party Dispersal** — Controlled Party Dispersal goes hand in hand with Party Prevention Patrols. If patrol personnel encounter an UA party, the officer calls for backup and then uses proper party dispersal protocol as set out by the Pacific Institute for Research and Evaluation (PIRE) document *A Practical Guide to Preventing and Dispersing Underage Drinking Parties*.
<http://www.pire.org/documents/UDET/operational-guides/PreventingUADParties.pdf>

During each enforcement period of the contract, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per UA enforcement period.
- Determine the best enforcement strategy (e.g., saturation patrols, bar patrols, or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within the Contractor's jurisdiction.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Participating officers must submit an electronic enforcement log sheet by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Coordinators must submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the enforcement period.

DISTRACTED DRIVING (DD) ENFORCEMENT

PROJECT NO. PHSPDD1911-02-04

SCOPE OF WORK

The DD enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The Contractor is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.
- Issue Citations – **not warnings** – when observing a driver violating North Dakota’s DD law. This is to assure the integrity of the DD message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Participating Officers must submit an electronic enforcement log sheet by the date indicated in the schedule, “Enforcement Log Due Date.” *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Coordinators must submit a reimbursement voucher by the date indicated in the schedule, “Reimbursement Voucher Due Date.”
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of DD laws during the enforcement period.

MEDIA

PROJECT NO. PHSPID1910-03-02

SCOPE OF WORK

The Contractor will be responsible for the development and placement of media ads for the enhancement of impaired driving campaigns to specifically target the city of Fargo population. The Contractor must:

- Receive approval from the Safety Division before placement/distribution of any media materials using NDDOT funds.
- Meet closed captioning requirements for any ads developed for television.

The Contractor will track and report frequency and coverage of media message.

Reporting

A detailed progress report and voucher will be submitted to the Safety Division within 45 days after the end of the month in which expenses occurred. A voucher format will be provided by the Safety Division. The progress report must include:

1. The timeline of the project.
2. The total amount of funds spent on the project.
3. An outline of what portion of the project the DOT funds were attributed to.

The Contractor must maintain copies of the media placement affidavits on file.

REPORTING AND AUDIT REPORTING / ALL PROJECTS**Reporting**

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Safety Division per the schedule referenced in the previous OP, ID, UA, and DD enforcement sections. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.

Because the OP, ID, UA, and DD enforcement programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the Safety Division immediately.

Audit Reporting

A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F. A financial audit is sufficient if the non-federal entity expends less than \$750,000.

NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS / ALL PROJECTS**NDDOT Responsibilities**

This Scope of Work will be monitored by the NDDOT's Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

Reimbursement

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate (54.5 cents per mile).

At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 15 for any services or purchases that took place on or before June 30. Vouchers received after July 15 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.

The final reports/vouchers for all projects are due no later than November 14, 2019. ***Vouchers received after November 14, 2019, will not be reimbursed.***

Other Requirements

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The Contractor shall not use the funds for supplanting. *Funds for programs and services provided through this grant are intended to supplement, **not supplant**, other state or local funding sources.* Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of state, local, or federally-recognized Indian tribal governments.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Safety Division.

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET**PROJECT NO. PHSPOP1905-05-06 / CFDA NO. 20.616****DIRECT COSTS**

Overtime wages		\$12,000
Mileage		\$ 0
PROJECT TOTAL		<u>\$12,000</u>

Participation

Federal	100%	\$12,000
State	-	
Local	-	

IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET**PROJECT NO. PHSPID1910-02-05 / CFDA NO. 20.616****DIRECT COSTS**

Overtime Wages		\$20,000
Mileage		\$ 0
PROJECT TOTAL		<u>\$20,000</u>

Participation

Federal	100%	\$20,000
State	-	
Local	-	

UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET**PROJECT NO. PHSPID1910-12-03 / CFDA NO. 20.616****DIRECT COSTS**

Overtime wages		\$10,000
Mileage		\$ 0
PROJECT TOTAL		<u>\$10,000</u>

Participation

Federal	100%	\$10,000
State	-	
Local	-	

DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET

PROJECT NO. PHSPDD1911-02-04 / CFDA NO. 20.600

DIRECT COSTS

Overtime wages		\$8,000
Mileage		\$ 0
PROJECT TOTAL		<u>\$8,000</u>

Participation

Federal	100%	\$8,000
State	-	
Local	-	

MEDIA

PROJECT NO. PHSPID1910-03-02 / CFDA NO. 20.616

DIRECT COSTS

Overtime wages		\$7,000
Mileage		\$ 0
PROJECT TOTAL		<u>\$7,000</u>

Participation

Federal	100%	\$7,000
State	-	
Local	-	

ATTACHMENT 1

OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

<u>Enforcement Dates</u>	<u>Enforcement Log Due Date</u>	<u>Reimbursement Voucher Due Date</u>
November 1 – Dec. 13, 2018	12/19/2018	01/31/2019
May 20 – June 2, 2019	06/05/2019	07/10/2019
July 1 – August 11, 2019	08/14/2019	09/30/2019

* May 20 – June 2, 2019, is the National Click or Ticket It Campaign. (CIOT)*

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Contractor may not work any other dates for the occupant protection campaign.

Please refer to the Contract for full Scope of Work.

IMPAIRED DRIVING (ID) ENFORCEMENT DATES

<u>Enforcement Dates</u>	<u>Enforcement Log Due Date</u>	<u>Reimbursement Voucher Due Date</u>
Dec. 14, 2018 – January 31, 2019	02/06/2019	03/31/2019
March 1 – 31, 2019	04/03/2019	05/31/2019
August 16 – Sept. 2, 2019 *DSOGPO*	09/05/2019	10/31/2019

* August 16 - September 2, 2019 is the National Drive Sober or Get Pulled Over Campaign. *DSOGPO* requires a minimum of 4 shifts to be worked.

A minimum of 2 shifts are required during the other ID enforcement periods.

Please refer to the Contract for full Scope of Work.

ATTACHMENT 1

UNDERAGE DRINKING (UA) LAWS ENFORCEMENT DATES

<u>Enforcement Dates</u>	<u>Enforcement Log Due Date</u>	<u>Reimbursement Voucher Due Date</u>
October 1 – 31, 2018	11/07/2018	12/31/2018
April 1 – 30, 2019	05/22/2019	06/30/2019
May 1 – 19, 2019	05/22/2019	06/30/2019

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Underage drinking activities include: saturation patrols, compliance checks, server training, and other non-saturation enforcement activities.

Please refer to the Contract for full Scope of Work.

ATTACHMENT 1

DISTRACTED DRIVING (DD) ENFORCEMENT DATES

<u>Enforcement Dates</u>	<u>Enforcement Log Due Date</u>	<u>Reimbursement Voucher Due Date</u>
April 1 – 30, 2019	05/06/2019	06/30/2019
September 1 – 30, 2019	10/03/2019	10/31/2019

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Please refer to the Contract for full Scope of Work.

**Certifications and Assurances
for Fiscal Year 2019 Highway Safety Grants
(23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)**

[The Governor's Representative for Highway Safety must sign these Certifications and Assurances each fiscal year. Requirements that also apply to subrecipients are noted under the applicable caption, and must be included in agreements with subrecipients.]

State: NORTH DAKOTA

By applying for Federal grants under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office, through the Governor's Representative for Highway Safety, agrees to the following conditions and requirements.

GENERAL CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that—

- I have reviewed the information in support of the State's application for 23 U.S.C. Chapter 4 and Section 1906 grants, and based on my review, the information is accurate and complete to the best of my personal knowledge.
- In addition to the certifications and assurances contained in this document, I am aware and I acknowledge that each statement in the State's application bearing the designation "CERTIFICATION" or "ASSURANCE" constitutes a legal and binding Certification or Assurance that I am making in connection with this application.
- As a condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with all applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to—
 - 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
 - Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
 - 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
 - 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- I understand and accept that incorrect, incomplete, or untimely information submitted in support of the State's application may result in the denial of a grant award. If NHTSA seeks clarification of the State's application, I authorize the State Highway Safety Office to provide additional information in support of the State's application for a 23 USC Chapter 4 and Section 1906 grant.

SECTION 402 CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that—

- The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
- The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
- At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
- The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
- The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
- The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;

- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
- The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
- The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

OTHER REQUIRED CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following additional certifications and assurances:

Intergovernmental Review of Federal Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—

- (I) 80 percent or more of its annual gross revenues in Federal awards;
- (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

Nondiscrimination

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **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.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit 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);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens 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, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination 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); and

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 - 1. Taking appropriate personnel action against such an employee, up to and including termination;

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information

of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective 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.

Buy America Act

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-

private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

I understand that the information provided in support of the State's application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.



Signature Governor's Representative for Highway Safety

6-4-2018

Date

Tom Sorel

Printed Name of Governor's Representative for Highway Safety



FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

September 19, 2018

(18)

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Transition of contract employee position to FTE sworn officer

Dear Commissioners:

The current staffing of the bailiff and court security functions at the City of Fargo Municipal Court are accomplished by a contract bailiff and a court security officer (Fargo police officer working on overtime outside of their normal work hours). The contracted bailiff works 32 hours a week. The court security officer works approximately six hours of overtime a week.

The bailiff is not armed, which is the reason the court security officer needs to be present for six hours per week.

Current Costs of Contracted Bailiff and Court Security Officer

Contracted Bailiff	Weekly Hours Worked	Hourly Wage	Annual Cost
	32	\$30.62	\$50,951
Court Security Officer	6	\$51.85 OT	\$16,177
		Total	\$67,128
Top Pay Police Officer Salary			\$72,030
		Difference	\$4,902

A single full-time sworn police officer could accomplish the tasks of both the bailiff and the court security officer. The difference in cost would be an additional \$4,902 per year, if considering the officer were at the highest step of pay.

The Fargo police officer would be able to perform the bailiff duties and the court security officer duties at the same time, since the officer is armed. This officer would be working all bailiff and court security duties for 32 hours a week. This results in one day a week (52 days a year) that the officer would be available for other police duties.

ADMINISTRATION
Phone: 701-241-1427
Fax: 701-297-7789

INVESTIGATIONS
Phone: 701-241-1405
Fax 701-241-1407

RECORDS
Phone: 701-241-1420
Fax: 701-241-8272

NON EMERGENCY
Phone: 701-235-4493

The current salary cost for a police officer to work 52 days is \$14,406. By having a sworn police officer perform the bailiff and court security duties, it will allow for the additional 52 days of other police work at a cost of \$4,902.


I have presented the transition of this contract employee position to an FTE sworn police officer position to the Finance Committee and it was approved unanimously.

Recommended Motion:

Approve the transition of the contract position for municipal court bailiff to a FTE City of Fargo sworn police officer.

Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Todd". The signature is stylized with a large initial "D" and a long horizontal stroke extending to the right.

David E. Todd
Chief of Police



19

9/17/2018

Re: The Edge 2
Fargo, ND
Letter of Support

Commonwealth has entered into a purchase agreement for land located at 1329 5th Avenue North, Fargo, ND.

We are planning on applying for Low-Income Housing Tax Credits for this project by September 28, 2018 which will consist of 48 apartments affordable to families at or below 80% County Median Income.

As part of the application, we would like to submit a letter showing support from the City of Fargo for the development to strengthen our application.

We are excited about the prospect of bringing much needed affordable housing to downtown Fargo.

I am enclosing a project description and along with the draft letter of support.

Sincerely,

Erin Anderson
Commonwealth Development Corporation
612-791-0496



New High-Quality Housing Proposed at University and 5th Avenue N in the Unicorn Neighborhood

The Edge 2, located a few blocks away from the heart of downtown, a second phase to The Edge Artist Flats, will be the new construction of a 48-unit housing community with an elevator, abundant community amenities, and covered and surface parking. The high-quality housing will meet the needs of the growing workforce in Fargo and provide additional options for low-maintenance housing with modern amenities and community space that expresses the creative culture that is growing in downtown Fargo.

When we were working on The Edge Artist Flats, our market analysis showed a clear need for affordable and workforce housing. The size of the initial phase of the project was limited to funding availability for that particular year. Due to these limitations, a phased approach had to be implemented in order to achieve the desired number of units. Site selection that is location efficient as well as makes good use of existing infrastructure and connectivity to community resources is important. The site is well situated in an up and coming neighborhood on the edge of Downtown Fargo.

The Edge Artist Flats was designed with a planned Phase 2 in mind, site layout and platting. The second phase will further capture the workforce housing needs with some units up to 80% of County Area Median Income (the initial phase only went up to 60% AMI). Additionally, we recognize the need for larger family housing, so have increased the number of 3-BR units.

The unit mix will be as follows:

- 9 – 1 Bedrooms
- 24 – 2 Bedrooms
- 15– 3 Bedrooms
- 48 Total Units

The proposed rents and income limits are as follows:

INCOME	Unit Type	# Units	Rent Rate
30% County Median Income	One-Bedroom - Permanent Supportive Housing Trust Fund	2	
	Two-Bedroom - Permanent Supportive Housing Trust Fund	5	
	Three-Bedroom - Permanent Supportive Housing Trust Fund	1	
	Two Bedroom	3	456
31.25%	Three Bedroom	4	530
	One Bedroom	-	533
40% County Median Income	Two Bedroom	2	643
	Three Bedroom	2	746
8.33%	One Bedroom	3	689
	Two Bedroom	5	795
50% County Median Income Limit	Three Bedroom	2	875
	One Bedroom	4	875
20.83%	Two Bedroom	9	1,000
	Three Bedroom	6	1,200
80% CMI			
39.6%	Total/Average	48	703
Gross Rental			

Sources of Funds

Equity			6,611,339
First Mortgage	Affordable Flexpace		2,767,265
Other: Soft debt	SOFT	0.0%	
Other: City (TIF)	SOFT		
Other: Housing Trust Fund	SOFT- 30 year deferred	0.00%	1,350,000
Other:			
Total Third Party Sources			10,728,604
Deferred Developer Fee		22.82%	177,111
TOTAL			10,905,715

Amenities included will be a media room, elevator, office, outdoor playground, exercise room, tenant storage, and community rooms. Additional landscaping and greenspace will enhance the neighborhood. Seven of the units will be designated as supportive housing to provide permanent housing with services to the formerly homeless and will have Funding from the North Dakota Housing Finance Agency’s Housing Trust Fund.

The property will be owned by The Edge 2, LLC, of which Commonwealth will be the Managing Member. MetroPlains Management, LLC, North Dakota’s most experienced affordable housing property management company, will provide the property management. There will be Support Services for the 8 Permanent Supportive Housing Units through the a local support service provider.

Development Timeline:

- Sept 28, 2018 – Submit Application to NDHFA
- June 2019 – Start Construction
- June 2020 – Construction completion and occupancy.



Dr. Timothy J. Mahoney, Mayor
Fargo City Hall
200 3rd Street North
Fargo, ND 58102
Phone 701.241.1310 | Fax: 701.476.4136
TMahoney@FargoND.gov

Ms. Erin L. Anderson
Commonwealth Development Corporation
213 4th Street East, 4th Floor #421
St. Paul, MN 55101

Dear Ms. Anderson:

Commonwealth proposes to construct 48 units of affordable housing on land located at 1329 5th Avenue North, to meet a locally-identified housing need of low to moderate income housing as further described in the City of Fargo Housing Study prepared in September 2015.

The City of Fargo supports the application of The Edge 2 for Low Income Housing Tax Credits through North Dakota Housing Finance Agency. The Fargo Comprehensive Plan calls for additional housing in this location.

The City of Fargo supports incentives to make The Edge 2 affordable for low-income individuals and families by providing incentives such as Payment In Lieu of Taxes (PILOT).

I would like to express my general support for the additional housing proposed with The Edge 2.

Sincerely,

Timothy J. Mahoney
Mayor

20

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *nc*

DATE: SEPTEMBER 19, 2018

SUBJECT: KRESGE FOUNDATION AND BUSH FOUNDATION GRANT AWARD, THE FARGO PROJECT

The City of Fargo has been notified that we are eligible to receive two grant awards, one from the Kresge Foundation and one from the Bush Foundation, for Integrating Creative Placemaking into Inclusive Urban Planning.

In June 2018, the Planning Department, through the Human Relations Commission, submitted for a Community Innovations Grant from the Bush Foundation for developing a community-wide needs assessment through the work of a consultant. Recently, the City was notified it was selected to receive \$10,000.

In 2015, the Kresge Foundation requested to visit Fargo to see the nationally recognized Creative Placemaking project, The Fargo Project. The Kresge Foundation determined the Fargo Project was a good candidate for their Arts and Culture Portfolio and in the fall of 2015, granted \$900,000 over a three-year period.

In June 2018, the Kresge Foundation visited The Fargo Project to see the progress. During the visit, Kresge initiated the idea of a renewal for The Fargo Project, and requested an application within several weeks time. The purpose of the grant is problem identification and creative problem solving through artist-led activities, integrating this work into a citywide inclusive urban planning initiative. The Kresge Grant and the Bush Foundation's Community Innovation Grant complements the work of the Human Relations Commission, the Community Development Committee, and the Arts and Culture Commission as we continue to build community wide partnerships with other agencies and non-profit organizations as we synchronize cross-purpose work.

The Kresge renewal is intended to be separate from the original grant, and will grant \$250,000 over a two-year period. There are no match requirements for either the Kresge Grant or the Bush Foundation grant, however builds on in-kind programs already in process. As this is a two-year grant, we hope to begin this work this fall. The project narrative and budget as part of this grant request is attached.

Suggested Motion:

Authorize the Mayor to accept the award of \$250,000 from the Kresge Foundation and \$10,000 from the Bush Foundation for the implementation of the next phase of The Fargo Project for Integrating Creative Placemaking into Inclusive Urban Planning.

City of Fargo

R-1802-272780 | \$250,000

Seth Beattie

Integrating Creative Placemaking into Inclusive Urban Planning

Organization: City of Fargo
Grant Contact: Nicole Crutchfield
Chief Executive Officer: Timothy Mahony
Authorized Financial Contact: Kent Costin

▼ Organization Information

Add/Change Grant Contact: No
Add/Change CEO: No
Add/Change Finance Contact: No

If you need to update your organization's information, please save your request first and then click on the Organization tab within the menu on the left.

Current Organization Information on File

Organization Name	City of Fargo
AKA	
Street Address	200 N 3 Street
City	City of Fargo
State	ND
Postal Code	58102
Phone	(701) 297-7782
Fax	(701) 241-1526
Website	http://cityoffargo.com
Mission Statement and Background	Our mission is to bring the success of The Fargo Project into the city governance by formalizing partnership relationships and demonstrating that the World Garden Commons success can be replicated. Our primary activities will advance creative placemaking into all aspects of community development as administered by the City of Fargo and led by the Planning Department. Our focus will be to intersect multiple agencies and organizations with their current work in order to advance ecology, arts, community development and social engagement.
Year Organization Established	12/31/1871

Does this grant include a Fiscal Sponsor? No

▼ Grant Request Information

Program: Arts and Culture
Focus Area: Creative Placemaking
***Project Title:**
Integrating Creative Placemaking into Inclusive Urban Planning
***Beginning date of requested grant period (must be first of the month):** 9/1/2018
***Duration for the grant request in number of months:** 24
Ending date of requested grant period (must be last day of the month): 8/31/2020
***TOTAL budget for the requested grant in U.S. dollars:** \$310,000.00
***Grant amount requested ONLY from The Kresge Foundation in U.S. dollars:** \$250,000.00
***Organizational Operating Budget for current fiscal year in U.S. Dollars:** \$1,630,000.00
***Fiscal Year End Date:** 12/31/2018

Select by clicking the + sign below:

*Organization Type

PUBLIC & SOCIETAL BENEFIT / Public & Societal Benefit NEC
PUBLIC & SOCIETAL BENEFIT / Government & Public Administration
COMMUNITY IMPROVEMENT & CAPACITY BUILDING / Community Improvement & Capacity Building NEC
COMMUNITY IMPROVEMENT & CAPACITY BUILDING / Community & Neighborhood Development
CIVIL RIGHTS, SOCIAL ACTION & ADVOCACY / Civil Rights, Social Action & Advocacy NEC
ENVIRONMENT / Environmental Education
ENVIRONMENT / Environmental Beautification
ARTS, CULTURE & HUMANITIES / Arts & Culture

Select no more than 5 choices by clicking the + sign below:

*Focus of Grant

Community Development, General/Other
Demography
Youth Leadership

Humanities Programs
Arts, Culture & Humanities, General/Other

***Please select the type of support you are requesting:** Project Support

***Grant Purpose:**

Problem identification and creative problem-solving through artist-led activities, integrated into a citywide inclusive urban planning initiative.

***Are there any confirmed and/or pending funders for this grant request?** Yes

***Please provide the name of each funder, requested grant amount, and whether it is pending or confirmed. For example, ABC Foundation \$50,000 (confirmed); John Doe Foundation \$25,000 (pending), etc.**

\$50,000, City of Fargo General Operations (committed); Community Innovation Grant, Bush Foundation (requested); \$50,000, City of Fargo Planning Department Operations (requested)

***Geographic Area Served** - In the table below, enter percentage of funding for each geographic area (i.e. city, state, and country) that will be served by Kresge funding. Neighborhood is required only for organizations working in Detroit or Memphis.

Country	State	City	Neighborhood (if Detroit or Memphis)	Percentage of Funding
USA	ND	Fargo		100

▼ Narrative Questions

1. Is there a specific community development or urban planning problem you seek to address? Please describe the community. Include:

a. A demographic profile of the population. Please specify the vulnerable populations who directly benefit, contribute to, and will be empowered by the proposed effort. (No more than one succinct paragraph)

Over the past decade, our region has experienced a growth in diversity as many new refugee and immigrant populations have moved or resettled into our community. In turn, there are mounting cultural tensions caused by misunderstandings and lack of awareness that prevent our new residents from feeling welcome or developing a sense of belonging. Through activating inclusion planning efforts, we hope to benefit, engage, and empower refugee and immigrant populations young and old, as well as Native Americans who face similar stressors as they migrate back and forth between tribal lands and urban areas. By uncovering the institutional barriers for these populations, we also aim to learn from our growing homeless population to understand the gaps and needed resources in our social service systems.

b. A description of existing community assets and anchor institutions. (No more than one succinct paragraph)

Fargo boasts dozens of NGOs and countless neighborhood activists and school district leaders that serve people relocating into our community; many have already begun vocalizing their findings about our community's barriers to cultivating a sense of belonging and inclusion for all. In order to synthesize their individual efforts and amplify their impact, deliberate inclusion planning has begun. Some organizations already active in this work include Cornerstone Bank, United Way, YWCA, Jefferson Neighborhood, City of Fargo Police Department, Charism, Plains Art Museum, The Arts Partnership, North Dakota State University, Fargo and West Fargo School District, Fargo Human Relations Commission, Fargo Native American Commission, Fargo Arts and Culture Commission, and Fargo Community Development Committee. Representatives from a handful of these organizations serve on a Human Relations Commission task force charged with leading the inclusion planning effort. We recognize key voices are missing from this task force and will use this grant to broaden collaboration and diversity in this work.

c. A description of the process by which you determined the focus for this body of work. (No more than one succinct paragraph)

The City's recent increased attention on migrating and resettling populations, compounded by a spike in hate crimes and community leaders vocalizing their issues, shed light on the urgent problem of exclusion in our community. For example, in 2017 the City received technical assistance from Welcoming America to further study the economic contributions of newcomers to the Fargo region, and the Police recently enhanced their Community Trust Officer program to foster better relationships in the most conflicted neighborhoods. These pieces led to a task force being formed to investigate a needs assessment and develop strategies to affect real community change. Meanwhile, the work on The Fargo Project and the intention on inclusive programming has taught us that there are unintentional silos and gaps in our community. We've learned that we need to keep broadening the conversation and continue to invite more voices to the discussion to provide experiential learning opportunities for all community members.

d. A description of the cross-sector partnerships involved in addressing the community challenges and proposed solutions. (No more than one succinct paragraph)

Right now, our area is in need of an inclusion planning intermediary to coordinate and facilitate the numerous cross-sector partnerships as we create room to convene broader and more creative discussions. As aforementioned, we are home to a wealth of organizations with interests in advancing inclusion. Many have already made headway and dedicated resources toward identifying barriers. This includes parties such as emergency responders, service providers, grant makers, local foundations, community development non-profit organizations, and City agencies such as Fargo Health and Fargo Police. In particular, we are excited about integrating artists and the City Police Community Trust Officers into the City's existing inclusion planning task force to contribute to problem-solving and community involvement efforts. These groups have expressed eagerness to join forces but are in need of organizational bridging and system building at this time. This grant would provide for opportunities and attention to providing those bridging opportunities to link artists, facilitators and police officers into the inclusion planning efforts already underway and create demonstration and experiential learning.

e. Why you and your partners are well-positioned to address the problem/challenge/need identified. (No more than one succinct paragraph)

Thanks to experience from The Fargo Project and recent organizational changes, the City is in an ideal position to push the conversation around inclusion planning into deliberate action. Currently led by the Human Relations Commission task force, we see an opportunity to bring more people into the conversation by building upon existing partnerships with organizations such as the Plains Art Museum, who run the Buzz Lab program. (Buzz Lab is a paid teen internship program who creates demonstration projects as they partner with community groups and create place based solutions.) Through The Fargo Project, we have learned how to connect artists, experts, and citizens – and then step aside to allow community-led creative place-making, problem-solving, and social change to flourish. Additionally, the city planners who managed The Fargo Project have recently taken on new senior staff level roles. They are using their new roles to sync budgeting and staffing with community organizing and service delivery to integrate creative placemaking approaches for system change. This grant request will allow us to take a creative placemaking project management model and transform how we work with community on equity-building and inclusion in a broader context.

2. What is your request to The Kresge Foundation's Arts and Culture program? Please include:

a. The exemplary neighborhood-scale, resident-driven, place-based practices to be implemented. (No more than one succinct paragraph)

We request to develop an inclusion planning framework that is built upon artist involvement and creative neighborhood engagement. In particular, we wish to cross-pollinate artists with City Police Community Trust Officers and the Human Relations Commission, two groups which have begun independent inclusion planning efforts in the Jefferson neighborhood. Through artist-led activities and experiential learning, we can build relationships, foster community participation, and expand our understandings of the issues surrounding the Jefferson neighborhood. To execute this, we wish to consult with Rachel Asleson's team at Reach Partners, who are experts in cultivating authentic community participation and connecting NGOs throughout the region, as evidenced by their work with The Fargo Project. We also wish to dedicate more resources toward artful community conversations designed to directly capture residents' voices and empower these residents for solution based demonstrations. Through this grant, we can infuse the artist voice and make the inclusion planning process more collaborative, experiential, and resilient.

b. Local systems in which arts, culture or design will be embedded and supported. (No more than one succinct paragraph)

Through this grant, we can demonstrate the power of multidisciplinary equity and inclusion work and embed artist-involved decision-making across sectors. For example, by connecting police officers and artists, we can provide our Arts and Culture Commission a profound experiential learning opportunity and help them grasp their full potential in affecting systems change in the community; currently, many commissioners feel their power is limited to visual beautification efforts rather than any neighborhood systems change. Many are new and did not get benefit of witnessing The Fargo Project unravel this commonly held perception. On the flip side, many of our service providers see the inequities in their existing systems but are limited with resources and are coming from a scarcity perspective. Artist and resident collaboration can provide relief and new ways of working to the service providers and social workers. People already doing great work in this sector can be lifted up and amplified as they see their connections broaden. We believe this grant provides an opportunity to work in a comprehensive way and build examples of resilience into our institutional systems.

3. How do the proposed activities and related learnings support Kresge's brand of Creative Placemaking: fair and equitable social, cultural, physical and economic development for low-income and marginalized people? (Please note that our interest extends beyond only artists and the arts community). (No more than one succinct paragraph)

Through lessons learned on The Fargo Project, we can operationalize artist involvement in addressing pressing community challenges like inclusion planning. As an example, average and median wages are not enough to make ends meet for many households and many heads of households face barriers to holding steady jobs. Institutional policies are inadequate in addressing these issues. The work of the Human Relations Commission is to affect policy change by making this messages clear through real, compelling storytelling of those most affected. However, their current inclusion planning efforts to do so have been stifled by silos and cultural barriers. Moreover, the Arts and Culture Commission is primarily focused on beautification and visual arts and thus isolated from this work. With proper resources, we can unite these two organizations and unlock the potential of multidisciplinary, artist-infused policy-making processes.

4. What specific learning or evaluation methods will you use to understand how and under what conditions your proposed activities will achieve the desired change?

a. How will you track progress? Please discuss quantitative and qualitative methods you will use to assess impact. (No more than one succinct paragraph)

The City of Fargo Human Relations task force is about to begin a needs assessment of our underserved communities. We will create a bench mark including hate crimes and other citizen demographics that defines certain metrics that we believe represents a welcoming and community of belonging. We plan on developing these metrics through collaborative discussion with the community. Qualitative methods include providing opportunities for narrative and meaningful dialogue where people can build relationships. Quantitative methods include statistically relevant surveys and collection of statistics from known sources that when layered together with qualitative methods can represent our residents' experiences.

b. How will you share the results, and with whom? (No more than one succinct paragraph)

This work will amplify human stories that are relatable. We will share metrics and create a measurable qualifier that is community-defined. This work will be shared with our boards and commissions and all those that are involved in the process so they can continue to integrate it into their work so as to create a feedback loop. We are currently working on an affordability index dashboard that can be a universal measurable that is easily understandable to our community and elected officials. We plan on updating this dashboard frequently and having more interactive websites and press updates. We can enhance this dashboard by creating a sense of community or a "belonging factor" that is representative and defined by community. That can be reflective of routine statistics layered to represent our defined feelings of belonging. Working with social scientists at North Dakota State University will allow us to experiment with these measurables and demonstrate them in creative and unique ways.

5. Has your organization considered the impact of climate change - specifically the impact on low-income and vulnerable populations - in your community? (No more than one succinct paragraph)

As a republican state, publicly and politically we are conservative when considering impacts of climate change. However we are seeing more risks and natural disasters enter into our day to day response, especially in community health and storm water. In our neighborhood services and inclusion planning, climate change will be acknowledged as we capture impacts to the physical and social factors of our neighborhoods. Economically, our community is desperately trying to adapt industry toward cleaner manufacturing and farming as we try and grow the workforce. Through the schools, there is increased programming to teach new trades, and one of the main themes of Buzz Lab is protecting our habitat. Several refugees and immigrants attend school to learn new trades. In addition, many of the refugees and immigrants come from an agrarian background and are working with Growing Together (a community food systems organization) to learn about small-scale agriculture and local foods. They have demonstration sites in Fargo's neighborhoods, and they just opened their first market. We look forward to working with our partners to help connect these programs so they are more fully embedded in the neighborhoods and captured in the inclusion planning framework.

6. Are there aspects of the proposed effort designed exclusively for boys and men of color? Please include a brief description. (No more than one succinct paragraph)

Through the inclusion planning collaborative processes, we will specifically engage residents in the Jefferson and Carl Ben Middle School neighborhoods, which boys and men of color are residents. Charism (a young person focused NGO) and the Police Department are already working in this community with activities related to STEM. However these programs are missing the "A", and have not fully included artists. In addition they have not included artist led problem solving for the demonstration of ways to change and own their neighborhood. Through these more formal programs we seek to share the lessons learned, as described above so that all parties can understand the power of artist involvement. Through artist led activities, a common language of community belonging and welcoming can be included in the inclusion planning efforts.

7. What are the organizational, reputational and community risks associated with the proposed activity? How might those risks be mitigated? (No more than two succinct paragraphs)

Organizational risk includes few people knowing the program and goals. This will be mitigated by an advisory task force and sharing of knowledge, not planning in a vacuum. Representational risk includes not fully committing to the work and not following through. This will be mitigated by working with the community to define the problem and not presuming we know what the problem is. Creative placemaking methods will be used to collaborate on problem definition and methods of action. Community risk includes not being open to or

wanting change. This will be mitigated by listening and building a community of interest first and then defining the solution collaboratively with community.

8. We believe a well-capitalized organization is in a better position to achieve its mission and goals. Accordingly, please explain your organization's current levels of and approach to operating funds (i.e. ratio of earned and contributed to total budget), working capital, operating reserves, building reserves, and endowment, if endowment is appropriate. (For more information about these terms, please see Kresge's "Capitalization Philosophy and Terms" and "Guide to Building Reserves" in the Arts and Culture section of the library at Kresge.org.). (No more than two succinct paragraphs)

The City of Fargo Planning Department budget is sourced through the city's general fund (property and sales tax) and HUD Community Development funds as an entitlement city. These funds support land entitlements, comprehensive planning, community development and urban development activities. In addition, on behalf of the Mayor, the City of Fargo's Planning Department administers \$250,000 for arts and social services. This money is regranted to organizations in our community. The oversight of this regrating is from the Arts and Culture Commission and the Community Development Committee, both staffed by the Fargo Planning Department. Besides the existing Kresge Foundation arts and culture grant that is finishing this fall, the city does not administer any other private foundation grants or endowments currently.

▼ Demographic Data

In keeping with our value of promoting racial, ethnic, and gender diversity, The Kresge Foundation is committed to gathering demographic data concerning grantseekers and the populations they serve. We ask that you provide the information requested on this form to the best of your ability. Definitions are provided below. We welcome your feedback on the usability of this section. If you would like to offer comments, please email demographicdata@kresge.org with your thoughts.

Note: The federal Office of Management and Budget employs the following definitions of ethnic and racial categories.

Ethnic Categories

Hispanic or Latino: *A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture or origin, regardless of race.*

Racial Categories

American Indian or Alaska Native: *A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.*

Asian: *A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.*

Black or African American: *A person having origins in any of the black racial groups of Africa.*

Native Hawaiian or Other Pacific Islander: *A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.*

White: *A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.*

Governing Board

Number of board members: 5

Gender

Female:
Male: 100%

Race

American Indian or Alaska Native:
Asian:

Kresge Foundation

TOTAL: 100%

Black or African American:

Native Hawaiian or Pacific Islander:

Ethnicity

White: 100%

Hispanic or Latino:

More than one race:

Not Hispanic or Latino: 100%

TOTAL: 100%

TOTAL: 100%

Staff Members

Number of Staff members: 17

Gender

Race

Female: 59%

American Indian or Alaska Native: 6%

Male: 41%

Asian:

TOTAL: 100%

Black or African American: 6%

Native Hawaiian or Pacific Islander:

Ethnicity

White: 88%

Hispanic or Latino:

More than one race:

Not Hispanic or Latino: 100%

TOTAL: 100%

TOTAL: 100%

Population Served (if applicable)

Number of population served: 115950

Gender

Race

Female: 50%

American Indian or Alaska Native: 1%

Male: 50%

Asian: 3%

TOTAL: 100%

Black or African American: 5%

Native Hawaiian or Pacific Islander:

Ethnicity

White: 87%

Hispanic or Latino: 3%

More than one race: 4%

Not Hispanic or Latino: 97%

TOTAL: 100%

TOTAL: 100%

If explanation is necessary, please use the space provided:

Governing Board statistics are based on the City Commission board.

Staff member statistics are based on the Planning and Development Department.

Population Served section regarding the field More than one race: 3% accounts for more than one race and 0.7% has been attributed to another race that was not identified in the Census Bureau survey. These have been combined and rounded to 4%.

▼ Attachments

APPLICATION DOCUMENTS



Line Item Budget- Fargo.xlsx

Line-item budget

Added by Mark Greer at 4:28 PM on August 15, 2018



CityofFargo_ConsolidatedPlan.pdf

Comprehensive Plan

Added by Nicole Crutchfield at 6:27 PM on August 3, 2018



CityofFargo_Project Timeline.pdf

Timeline

Added by Nicole Crutchfield at 6:11 PM on August 3, 2018



CityofFargo_ProjectPersonnel2019.pdf

Project personnel

Added by Nicole Crutchfield at 6:10 PM on August 3, 2018



CityofFargo_2015 2016 2017 CAFR.pdf

Financial audit

Added by Nicole Crutchfield at 6:10 PM on August 3, 2018



CityofFargo_Letter of Request.pdf

Letter of request

Added by Nicole Crutchfield at 6:10 PM on August 3, 2018



CityofFargo_Board Commission Member List.pdf

Board member list

Added by Nicole Crutchfield at 6:06 PM on August 3, 2018



CityofFargo_2019 Preliminary City Budget.pdf

Annual organizational operating budget

Added by Nicole Crutchfield at 6:06 PM on August 3, 2018



CityofFargo_2018ApprovedCityBudget.pdf

Annual organizational operating budget

Added by Nicole Crutchfield at 6:06 PM on August 3, 2018



CityofFargo_Planning Dept_2019 Preliminary Budget.pdf

Annual organizational operating budget

Added by Nicole Crutchfield at 6:06 PM on August 3, 2018

From: Consensus Council
To: [Kara Gloe](#)
Subject: Your Application Submission
Date: Monday, June 04, 2018 4:42:37 PM

Thank you for your submission. Your application has been submitted successfully, and the tracking number is 21763. You can view updated status information on your application on your account page: https://www.GrantRequest.com/SID_1961?SA=AM. For your records, here is a copy of the contents of your application.

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

Consensus Council Standard Application

Thank You! Your application has been submitted.

Before You Begin

Important Tips
<ul style="list-style-type: none">• Limit your use of bullets and other formatting.• Copy and paste as needed.• Log into your account at here to access saved and submitted requests.• Add mail@grantapplication.com to your safe senders list to ensure you receive all system communications.

Organization Information

General Information
Organization Name Fargo Human Relations Commission
Address 200 3rd St. N.
City State Zip Code Fargo ND 58102
Phone Number Fax Number 701-476-4143
Web Address http://fargond.gov/city-government/boards-commissions/human-relations-commission

Organization Status	Tax ID/EIN
Unit of Government - Local	4168

Organization Classification	
Please select the classifications that best describe your Organization.	
Geographical Area Served	Organization Type
Click here to view a map of the regions of North Dakota. Civic & Community Region 5	

Fiscal Sponsor Organization ONLY
Fiscal Sponsor Organization Name City of Fargo
Fiscal Sponsor Organization Address Be sure to include city, state, and zip code. 200 3rd St. N. Fargo, ND 58102
Fiscal Sponsor Organization Phone 701-297-7782
Fiscal Sponsor Organization Email ncrutchfield@FargoND.gov

Contact Information

Primary Contact Person		
Prefix	First Name	Last Name
Ms	Kara	Gloe
Job Title	Assistant City Planner	
Phone	Extension	
701-476-4143		
E-mail	kgloe@FargoND.gov	

Additional Contact

Same as Primary Contact Person		
No		
Prefix	First Name	Last Name
Ms	Nicole	Crutchfield
Job Title		
Director of Planning & Development		
Address		
200 3rd St. N.		
City	State	Zip Code
Fargo	ND	58102
Phone	Extension	
701-297-7782		
E-mail		
ncrutchfield@FargoND.gov		

Request Information

Request Information
Project Title
Fargo Inclusion Plan Survey
Project Description
<p>The goal of the inclusion plan is to research the real needs, as reported by people experiencing them, and develop action plans with community partners to address those needs. These action plans will ultimately improve the quality of life for all Fargo residents by providing increased security and deep connection to the community. This quality of life improvement will then help with the recruitment and retention of talent, which will help to address workforce shortage in the Fargo-Moorhead metro area. Furthermore, this community informed survey gives a blueprint for community leaders, business leaders, and citizens on how to be an inclusive community, by developing engagement and leadership within diverse developing communities and is dynamic in reflecting the changing demographics into the future.</p> <p>We recognize that as neighbors from different backgrounds, we have different needs. This project is committed to working toward addressing the needs of each of our diverse communities. The first target group is the foreign-born population -- refugees and immigrants, with subsequent phases to include Native Americans, LGBTQ+, newcomers to Fargo from other parts of the United States, etc.</p> <p>This application is specifically to develop an interview style survey, which trained volunteers will take into communities to gather the information regarding the needs of that community. The needs assessments will ultimately be developed into action plans to meet those needs.</p>
Amount of Funding Requested

Between \$500 and \$10,000

10000

Project Timeframe in Months

(In whole months)

12

Project Start Date Project End Date

10/1/2018 9/30/2019

Identify other sources of income, if any

This work is the extension of much collaboration within our community and is an investment by the Fargo Moorhead Economic Development Corporation, the Fargo Moorhead Chamber of Commerce, United Way of Cass Clay, Fargo Moorhead Area Foundation, and private industry. These community leaders have partnered to raise funds to provide the salary of the United Way Community Impact Manager, who was hired specifically to carry on inclusion work. Additionally, members from North Dakota State University, Cass Clay United Way, YWCA Cass Clay, the City of Fargo, and many other community members are volunteering their staff and/or personal time to accomplish the goals of this project.

Provide a brief description of the community issue or problem you want to address

The City of Fargo is one of the most rapidly growing communities of comparable size in the country. Additionally, it is rapidly diversifying, as evidenced by a New American Economy study that showed an increase of 50.8% of the foreign-born population between 2009 and 2014. Additionally, no one has ever publicly endeavored to work directly with the members of our community particularly affected by the tensions mentioned above, to both assess and actively address those needs.

Describe who will be involved in the process

Who are the key stakeholders?

We have a steering committee made up of community members from both immigrant and Indigenous communities, from Cass Clay United Way, YWCA Cass Clay, North Dakota State University, Cornerstone Bank, representatives from the Fargo Human Relations Commission, and the City of Fargo. Additional stakeholders include leaders and members of each foreign-born community, the City of Fargo elected leadership, business leaders, and the larger Fargo community.

Describe the steps involved in your problem solving process

- a. In a competitive process, the City of Fargo was selected for a technical assistance award from Gateways for Growth and New American Economy in 2016.
- b. In 2017, the Fargo Human Relations Commission was tasked with researching and reporting on Refugee Resettlement in Fargo. Although the original request was to only identify costs associated with refugee resettlement, the work group surmised the only fair way to represent an entire population of people was to study the whole impact, both positive and negative. This research process helped us to increase collective understanding of the issue. The result of this research was presented to the Fargo City Commission in both a written report and a community meeting in April 2017. One of the recommendations from the report was to develop an inclusion plan.
- c. A new steering committee formed in February 2018. In reviewing previous work done, it was clear that while much effort was put into gathering information from agencies that serve refugees and immigrants, members of those communities themselves were not consulted. This glaring omission generated the idea to conduct a needs assessment of community members actually experiencing the need and have that research drive the development of the inclusion plan.
- d. To date, the steering committee has reviewed a wealth of local research, inclusion plans from communities all over the country, considered developing a generalized plan that might apply to the community at large, but ultimately decided it would be best to

focus specifically on the needs of diverse communities, has consulted scientific research agencies, and gathered information on the potential costs of this project.

Describe who will benefit from your project

Populations, geography, etc.

Removing the barriers to success for any particular community, benefits the entire community. Specifically, this project attempts to remove barriers for our foreign-born neighbors. Furthermore, the information we gather from the needs assessment will also benefit agencies serving those folks. Our action plan will benefit not only our foreign-born neighbors, but also the entire tax base of Fargo, the City of Fargo itself, private businesses that are currently experiencing a workforce shortage, and other diverse communities – who will benefit from the previously developed survey.

Describe how you will measure the success of your project

We will measure the success of our plan by the quality of data gathered and having the results of that data affirmed by the communities surveyed. The next measurement of success will be translating that data into an action plan, and continual reassessment to ensure the action plan has a positive effect on the needs expressed. The reassessment will be accomplished by going back into previously surveyed communities and asking about improvements.

Describe how you plan to sustain the community innovation that results from your proposed process into the future

We intend to use the survey developed from this research for needs assessments of other diverse communities, each of which will ultimately result in an action plan to address those needs. We will take advantage of the elite network of nonprofit, public, and private entities to address similar challenges and opportunities. We will pay careful attention to our stakeholders to ensure that each action plan is informed by our neighbors that experience the need and includes partnerships with community members and agencies that directly serve the intended populations with actions that are appropriate and meet actual needs

Does your project seek to actively reduce structural and/or systemic gaps in access, outcomes or treatment based on race/ethnicity or economic standing (not required)?

If so, please describe

This project definitely works to reduce systemic gaps in access. This project purposes to go to the source to discover the actual need and will continue to collaborate with those communities to develop action plans that are suitable to meet those needs. This process trusts our neighbors to identify their needs and direct the process to break down barriers they face with the support of the community. In fact, this work has the potential to develop stronger relationships with the City of Fargo and other community agencies. This type of collaboration helps promote empathy and understanding throughout the entire community.

Please add anything else of importance that we should know about you or your project
The data and research provided by this project can also proactively help to identify the gaps in the workforce shortage in the Fargo-Moorhead area by understanding the barriers New Americans face in obtaining a stable employment and education opportunities.

Request Classification

Please select the classifications that best describes this particular project.

Age Group
All Ages

Gender
Males and Females

Geographical Area Served
[Click here to view a map of the regions of North Dakota.](#)
Region 5

Ethnicity	Program Area	Type of Support
Multi	Civic and Community Research	

Attachments

Organization Primary Contact
Project Budget Click here to download the standard budget form. Consensus Council Budget.xlsx

(21)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: SEPTEMBER 20, 2018

SUBJECT: FM AREA FOUNDATION/COMMUNITY LAND TRUST

In November 2017, the Community Development Committee acted with unanimous support to further investigate the logistics of a community land trust for the City of Fargo. Since that time, the Community Development Committee has been approached by the FM Area Foundation to collaborate with them on the development of a Community Land Trust for the Cass-Clay region.

Planning staff and the Community Development Committee have performed research on the benefits of a land trust for our community and believe this is a beneficial tool for assisting with housing solutions and developing wealth for residents in our community. There are many successes attributed to this tool around the country and we are further analyzing how these benefits translate to our community. We also understand the complexities and recognize further investigation is needed and we appreciate the FM Area Foundation leading this effort. Please see the attached memo from the Executive Director, Tim Beaton.

Suggested Motion:

Authorize staff and the Community Development Committee to further explore a Community Land Trust with the FM Area Foundation and designate the Mayor or his designee to engage with the newly developed non-profit Cass-Clay Community Land Trust to further explore the potential city partnership. In Addition, authorize the City Attorney to further explore legal requirements with City planning department staff.



FM Area Foundation
Connecting people and purpose

Date: September 19, 2018

To: The Fargo City Commission
200 3rd Street North
Fargo, ND 58102

From: Timothy J. Beaton
Executive Director
Fargo Moorhead Area Foundation

Re: Cass – Clay Community Land Trust

Gentlemen:

In 2015, the Fargo Moorhead Area Foundation, along with four other nonprofit entities, sponsored a comprehensive workforce study for the expanded metropolitan area. Among the many findings in the report was that the metropolitan area had at that time, and continues to have, a shortage of “workforce housing”.

The study highlighted the fact that many of the employment openings present at that time were, and continue to be, low-wage jobs. The study went on to state that although there were limited opportunities to invite and attract individuals to fill those low-wage jobs, there existed a number of barriers that would stand in the way of anyone who might wish to move here to take advantage of those job openings.

The study continued, providing a number of possible actions that could lower or potentially eliminate some of those barriers. One of the suggestions included in the study to help address the problem of an inadequate supply of quality low cost housing, specifically individual owner occupied homes, was the creation of a “community land trust” which could be used to support a stock of affordable homes for years into the future.

Believing that the suggestion had merit, the Fargo Moorhead Area Foundation has recently filed for articles of incorporation to create the Cass Clay Community Land Trust. The Foundation has done so with the expectation that this new entity will be a separate freestanding nonprofit corporation. It is the expectation of everyone involved that this new nonprofit organization will find partners throughout the community, including the City of Fargo and other municipalities being served, to assist by providing some funding for the initial support for the new entity as well as the possibility of the transfer of qualifying properties.

The new nonprofit entity will soon be appointing its first Board of Directors and will begin discussions with some of its potential partners. To facilitate the creation of a mutually satisfactory business relationship between the City of Fargo and the CCCLT, it is our request that the City of Fargo appoint one or more individuals who may represent the City in discussions to create a Memorandum of Understanding, outlining the expectations of both the City of Fargo and the CCCLT in developing this sort of partnership.

Our vision is to address
all quality of life needs
in our community by
creating unlimited
philanthropic resources.



**PUBLIC WORKS
OPERATIONS**

22

Fleet Management, Forestry,
Streets & Sewers,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

September 11, 2018

The Honorable Board of City Commissioners
City of Fargo
200 North 3rd Street
Fargo, ND 58102

RE: Fuel Purchase for 1st and 2nd Quarters of 2019

Commissioners:

The Fuel Procurement Committee, comprised of the Finance Director, the Director of Operations and the Fleet Services Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of the city's projected fuel uses.

On July 12, 2019, the Fuel Procurement Committee received bids for 240,000 gallons of #2 Diesel and 110,000 gallons of Unleaded Gasoline. The award was made to Northdale Oil Inc. with a submitted low bid of \$756,150.00 without tax and \$836,650.00 with tax (RFV18208).

Attached for your review is the Bid Tab from July 12, 2019 and the formal Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFV18208) for the 1st and 2nd Quarter of 2019.

Respectfully submitted,

Ben Dow
Director of Operations
Fargo Public Works

FUEL BID TAB

1st Quarter (Jan 1 – March 31)

#2 Diesel Fuel

No-Lead 10% Ethonal 87 Octane

120,000
55,000

\$2.2300
\$1.9400

2nd Quarter (April 1 – Jun 30)

#2 Diesel Fuel

No-Lead 10% Ethonal 87 Octane

120,000
55,000

\$2.2700
\$1.9900

Total Gallons #2
Total Gallons No-Lead

240,000
110,000

Avg \$/Gal
\$2.2500 \$ 540,000.00
\$1.9650 \$ 216,150.00

\$ 756,150.00

Hartland

\$2.2700
\$1.9498

\$2.2665
\$2.0358

Avg \$/Gal
\$2.2683 \$ 544,380.00
\$1.9928 \$ 219,208.00

\$ 763,588.00

Farstad Oil Inc.

\$2.2180
\$2.0980

\$2.2350
\$2.1200

Avg \$/Gal
\$2.2265 \$ 534,360.00
\$2.1090 \$ 231,990.00

\$ 766,350.00

2019 Fuel Bid

City of Fargo

FORWARD CONTRACT

Contractor: Northdale Oil Inc.
 210 Gateway DR. NE Suite 1
 East Grand Forks, MN 56721

Buyer: City of Fargo
 200 3RD ST. N
 Fargo, ND 58102

	Delivery Period	Quantity	Product	Price/Gallon
	2019			
1st Quarter				
1	January 1 - March 31	120,000	#2 Diesel Fuel	\$2.23
2	January 1 - March 31	55,000	No-lead Ethanol 87 Octane	\$1.94
2nd Quarter				
3	April 1 – June 30	120,000	#2 Diesel Fuel	\$2.27
4	April 1 – June 30	55,000	No-lead Ethanol 87 Octane	\$1.99

Price: Quoted price is per gallon and inclusive of:

- Any local freight/delivery charges.
- The Federal LUST (Leaking Underground Storage Tank) fee.(one-tenth of one cent per gallon)
- North Dakota State Inspection fee.(one-fortieth of one cent per gallon)
- Federal Oil Spill Recovery Fee

Demurrage Charge: \$ 50.00 per hour commencing with the second (2nd) hour.

Measurement: Terminal Meter Tickets (Gross Gallons)

Terms: Net 10 Days from Invoice Date

Sales Representative: Eric McWalter
 Northdale Oil, Sales Manager

Buyer Representative: Allan Erickson
 City of Fargo, Fleet Manager

Credit: Credit shall be approved and within the established line.

Definitions:

The terms City of Fargo, City, Buyer and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Contractor, Firm, Company" are synonymous and mean the offerer or Contractor.

Efficiency Payments:

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Contractor can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the Buyer will pay Contractor the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Contractor will pay Buyer the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

Delivery of Fuel

Delivery of fuel will be to all City of Fargo's three (3) fueling sites located at:

402 23rd Street North	Public Works (3 Underground tanks)
650 23rd Street North	Metro Transit Garage (2 underground tanks)
4501 7th Avenue North	Landfill (1 above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

Additional Products and Fuel Additives

The Buyer uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

Failure to Perform:

If, during any month of the delivery period, Contractor fails to deliver the contracted volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract Price, then Contractor shall be liable for and shall pay Buyer the amount equal to the

volume not delivered times the difference between the Replacement Price and the Contract Price.

Excused Performance:

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Contractor is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Contractor Warrants:

Contractor warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Contractor shall pay all taxes lawfully levied on Contractor applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Contractor with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and Contractor at the time of order.

Notices:

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

Contractor: Northdale Oil Inc.
210 Gateway DR. NE Suite 1
East Grand Forks, MN 56721

Buyer: City of Fargo
200 3RD ST. N
Fargo, ND 58102

Transfer or Assignment:

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed provided, Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder unless such assumption is made in the transfer/assumption agreement.

Severability:

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

Applicable Law:

The Contract shall be governed in accordance with the laws of the State of North Dakota.

Consequential and Incidental Damages:

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

Applicable Federal Clauses

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

No Government Obligation to Third Parties:

The Buyer and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Buyer, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud & False or Fraudulent Statements & Related Acts:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports:

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-

agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes:

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Buyer and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity:

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Termination Provisions:

The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

Disadvantaged and Small Business Enterprise:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation. The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

Incorporation of FTA Terms:

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or

- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breach of Contract and Dispute Resolution:

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 200 N 3rd Street, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims of Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

Rights and Remedies: The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Restrictions:

The Proposer certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Clean Air and Federal Water Pollution Control Act:

The Contractor agrees:

It will not use any violating facilities;

It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

It will report violations of use of prohibited facilities to FTA; and

It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contract Work Hours & Safety Standards Act:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant

parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Substance Abuse Requirements: Drug and Alcohol Testing:

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

Energy Conservation:

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

Safe Operation of Motor Vehicles:

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-

owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Entire Agreement:

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this 15th day of August, 2018.

CONTRACTOR

By: Northdale Oil
It: E. McWarta

BUYER

Dr. Tim Mahoney, Mayor

(Both Parties are Signatories)

23

September 18, 2018

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

Dear Commissioners:

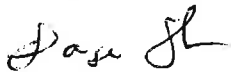
The City of Fargo Transit Department (MATBUS) received a request from WDAY for an advertising wrap trade agreement. This agreement would be similar to what we have done with the F-M RedHawks and Fargo Force in the past.

The City of Fargo Transit Department would provide a full wrap to WDAY at the rate of \$2,000 per month for twelve months. The cost of production and installation of the bus wrap is the sole responsibility of the advertiser and is not included in the value of the trade agreement. WDAY would provide the City of Fargo Transit Department with production costs and airtime for commercials, worth \$24,000 per year.

On September 17, 2018, the City of Fargo Finance Committee approved the attached proposal, which shows the cost breakdown for airtime. This agreement will also have the potential to renew yearly for up to four (4) additional years. The contracts for the trade agreement are also attached.

The requested motion is to approve the attached trade agreement with WDAY.

Sincerely,



Sage Thornbrugh
Transit Planner
City of Fargo

cc:

Matthew G. Peterson | Assistant Transit Director
Julie Bommelman | Transit Director

Attachment A, B, & C

For Schedule Information: 701-232-7500

Metropolitan Area Transit



650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

September 17, 2018

Finance Committee
200 N 3rd Street
Fargo, ND 58102

Dear Committee:

The City of Fargo Transit Department (MATBUS) received a request from WDAY for an advertising wrap trade agreement. This agreement would be similar to what we have done with RedHawks and Fargo Force in the past.

MATBUS would provide a full wrap to WDAY at the rate of \$2,000 per month for twelve months. WDAY would provide MATBUS with production of a commercial and airtime for the commercial to air, worth \$24,000 a year. The attached agreement shows the cost breakdown for airtime. This agreement will also have the potential to renew yearly for up to four (4) additional years.

Recommended motion is to approve the trade agreement with WDAY.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew G. Peterson".

Matthew G. Peterson
Assistant Transit Director
City of Fargo

Attachment A



Mat Bus Fargo Trade

Advertiser	Mat Bus	Station Contact
Agency		Name Jon Clites
Buyer		Phone (701) 241-5348
Length(s)	30	Fax
Proposal #	939624	Email jclites@wday.com

Market [Rank] FARGO, ND-COMSCORE LO
 Books June 18-COMSCORE LO
 Flight Dates 10/01/18 - 09/29/19

Note All rates are subject to change after 5 business days of this quote. WDAY-TV has a standard 2 week cancellation policy. WDAY-TV posting policy is to 90% of total purchased points as presented in this avail. Note Forum Communications Company and WDAY/WDAZ/EDAY-TV do not and shall not discriminate in any way on the basis of race, ethnicity or gender respecting their advertising practices.

Program	Rate	Oct	Oct	Oct	Oct	Oct	Nov	Nov	Nov	Nov	Dec	Dec	Dec	Dec	Cost	H
DP Days Time	Weeks	1	8	15	22	29	5	12	19	26	3	10	17	24	Spots	000 CPM
WDAY																
First News Hour 1	\$25	1	1	-	1	1	-	1	1	-	1	1	1	1	\$250	3.2
M M-F 5 00A- 6 00A	10														10	\$7.81
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Good Morning America Hour 1	\$150	-	1	1	-	1	1	-	1	1	-	1	1	-	\$1200	8.7
M M-F 7 00A- 8 00A	8														8	\$17.24
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Live! with Kelly and Ryan	\$25	1	1	1	1	1	1	1	1	1	1	1	1	1	\$325	6.6
D M-F 9 00A-10 00A	13														13	\$3.79
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
WDAY/WDAZ News at 5	\$150	-	-	1	1	-	1	1	-	1	1	-	1	1	\$1200	10.5
R M-F 5 00P- 5 30P	8														8	\$14.29
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
WDAY/WDAZ News at 10	\$350	1	1	-	1	1	-	1	1	-	1	1	-	1	\$3150	18.8
T M-F 10 00P-10 35P	9														9	\$18.62
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Weekly Subtotals		3	4	3	4	4	3	4	4	3	4	4	4	4	\$6,125	48

Program	Rate	Dec	Jan	Jan	Jan	Jan	Feb	Feb	Feb	Feb	Mar	Mar	Mar	Mar	Cost	H
DP Days Time	Weeks	31	7	14	21	28	4	11	18	25	4	11	18	25	Spots	000 CPM
First News Hour 1	\$25	1	1	1	1	1	1	1	1	1	1	1	1	1	\$325	3.2
M M-F 5 00A- 6 00A	13														13	\$7.81
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Good Morning America Hour 1	\$150	1	1	-	1	1	-	1	1	-	1	1	-	1	\$1350	8.7
M M-F 7 00A- 8 00A	9														9	\$17.24
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Live! with Kelly and Ryan	\$0	1	1	1	1	1	1	1	1	1	1	1	1	1		6.6
D M-F 9 00A-10 00A	13														13	
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
WDAY/WDAZ News at 5	\$150	-	1	1	-	1	1	-	1	1	-	1	1	-	\$1200	10.5
R M-F 5 00P- 5 30P	8														8	\$14.29
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
WDAY/WDAZ News at 10	\$350	1	-	1	1	-	1	1	-	1	1	-	1	1	\$3150	18.8
T M-F 10 00P-10 35P	9														9	\$18.62
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Weekly Subtotals		4	4	4	4	4	4	4	4	4	4	4	4	4	\$5,025	52

Program	Rate	Apr	Apr	Apr	Apr	Apr	May	May	May	May	Jun	Jun	Jun	Jun	Cost	H
DP Days Time	Weeks	1	8	15	22	29	6	13	20	27	3	10	17	24	Spots	000 CPM
First News Hour 1	\$25	1	1	1	1	1	1	1	1	1	1	1	1	1	\$325	3.2
M M-F 5 00A- 6 00A	13														13	\$7.81
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																

Program	Rate	Apr	Apr	Apr	Apr	Apr	May	May	May	May	Jun	Jun	Jun	Jun	Cost	H
DP Days Time	Weeks	1	8	15	22	29	6	13	20	27	3	10	17	24	Spots	000
Good Morning America Hour 1	\$150	1	-	1	1	-	1	1	-	1	1	-	1	1	\$1 350	8.7
M M-F 7 00A- 8 00A	9														9	\$17 24
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Live! with Kelly and Ryan	\$0	1	1	1	1	1	1	1	1	1	1	1	1	1		6.6
D M-F 9 00A-10 00A	13														13	
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
WDAY/WDAZ News at 5	\$150	1	1	-	1	1	-	1	1	-	1	1	-	1	\$1 350	10.5
R M-F 5 00P- 5 30P	9														9	\$14 29
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
WDAY/WDAZ News at 10	\$350	-	1	1	-	1	1	-	1	1	-	1	1	-	\$2 800	18.8
T M-F 10 00P-10 35P	8														8	\$18 62
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Weekly Subtotals		4	4	4	4	4	4	4	4	4	4	4	4	4	\$5 825	
															52	

Program	Rate	Jul	Jul	Jul	Jul	Jul	Aug	Aug	Aug	Aug	Sep	Sep	Sep	Sep	Cost	H
DP Days Time	Weeks	1	8	15	22	29	5	12	19	26	2	9	16	23	Spots	000
First News Hour 1	\$25	1	1	1	1	1	1	1	1	1	1	1	1	1	\$325	3.2
M M-F 5 00A- 6 00A	13														13	\$7 81
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Good Morning America Hour 1	\$150	-	1	1	-	1	1	-	1	1	-	1	1	-	\$1 200	8.7
M M-F 7 00A- 8 00A	8														8	\$17 24
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Live! with Kelly and Ryan	\$0	1	1	1	1	1	1	1	1	1	1	1	1	1		6.6
D M-F 9 00A-10 00A	13														13	
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
WDAY/WDAZ News at 5	\$150	1	-	1	1	-	1	1	-	1	1	-	1	1	\$1 350	10.5
R M-F 5 00P- 5 30P	9														9	\$14 29
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
WDAY/WDAZ News at 10	\$350	1	1	-	1	1	-	1	1	-	1	1	-	1	\$3 150	18.8
T M-F 10 00P-10 35P	9														9	\$18 62
<i>Rationale OV 05 28 18-06 24 18 (COMSCORE-LO)</i>																
Weekly Subtotals		4	4	4	4	4	4	4	4	4	4	4	4	4	\$6 025	
															52	

Demo breakdown:	Spots	Cost	GRP/GI	CPP/CPM	Reach	Frequency	Net Reach	Population
H	204	\$24,000	1,810.80	\$13.25	50.43	14.93	121,314	240,560

Dayparts: M - MORNING A - ACCESS, D - DAYTIME E - EARLY FRINGE T - LATE NEWS L - LATE FRINGE, R - EARLY NEWS

Client Signature _____ Date _____

**CITY OF FARGO
BUS ADVERTISING WRAP AGREEMENT
ADVERTISING AGREEMENT NO. 18-F12**

This Bus Advertising Wrap Agreement (hereinafter referred to as "Agreement") is entered into on this 25 day of September, 2018, by and between the City of Fargo, North Dakota, a municipal corporation (hereinafter referred to as "City") and WDAY, (hereinafter referred to as "Advertiser").

BACKGROUND AND INTENT

Whereas, the City of Fargo operates Metro Area Transit (hereinafter referred to as "MAT"), a public transportation system, for the purpose of transporting persons in and around the Fargo area; and

Whereas, MAT's fixed route buses in the City of Fargo provide an opportunity for advertising displays designed to reach and inform the general public regarding activities and items of local interest and information; and

Whereas, the intent of this agreement is to provide advertising opportunities to businesses and the advertising community who choose to participate and display advertisements on specified locations on the Fargo fixed route buses; and

Whereas, it is in the best interest of the City to offer for sale to the business and advertising community, advertising space on Fargo fixed route buses for the purpose of conveying information to the public at large, with the intent of not underbidding or providing inequitable competition with other local sources of advertising interests.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. **PAYMENT AND LOCATIONS FOR ADVERTISING SPACE:** As described within this agreement, Advertiser agrees to submit payment to City for advertisement space on City buses.

Advertiser may place advertisements on the following specific buses and in the following specific locations as outlined below.

Vehicle Number: 4183

Charge Type	Size	Location	Cost
Wrap - Monthly Cost	Full	Full Bus	\$2,000.00
Choose an item.	Choose an item.	Choose an item.	
Choose an item.	Choose an item.	Choose an item.	
		Total:	\$2,000.00

The City does not guarantee placement of a specific bus on a specific route. However, the bus will be in full circulation other than the occasional general maintenance and days the bus is in the garage as a spare bus.

The City may install the MATBUS logo(s) for designating the bus as a MATBUS vehicle on the curbside window that is free of the bus wrap. This will be installed on the bottom 6 inches of the window.

2. **ADVERTISING PERIOD:** The advertising period will start November 1, 2018, and continue through October 31, 2019.
3. **TOTAL PAYMENT:** Advertiser agrees to pay City through trade agreement. Payments will be billed to the Advertiser by the City in monthly increments or as otherwise agreed. Payments are due in 30 days after the date of the bill. Interest of 1.5% per month is due on any overdue payments.
4. **ADVERTISING AS A REVENUE SOURCE:** The City of Fargo's transit system is a vital component of the broad spectrum of public services the City provides. The City's acceptance of transit advertising does not provide or create a public forum or limited public forum for expressive activities. The discrete and limited purpose of the transit advertising program is to generate revenue to support the transit system. Consistent with this purpose, the City places great importance on maintaining secure, safe, comfortable, and convenient transit vehicles, as a means of retaining existing users and attracting new users of public transit services. In the City's experience, the achievement of that purpose can be undermined if advertising that appears as part of the program discourages any persons from using the transit system. Advertisements should create an environment that is conducive to achieving increased revenue for the benefit of the transit system, without impairing the security, safety, comfort and convenience of its operations. In making decisions under the transit advertising program, the City will not discriminate against speech on the basis of viewpoint.

The City may refuse to place and install advertising that it deems to be inappropriate considering the purpose and intent of this advertising program.

5. **ADVERTISING MEDIA AND INSTALLATION:** The Advertiser is responsible for providing graphic advertising concepts of their own design to the City for approval. The Advertiser is responsible for all costs associated with design, production, and installation of the wraps. The advertiser will pay the City directly for the costs of production, installation, and removal, and the City will reimburse the wrap installer. The advertiser must submit information on the material and installer to the City of approval prior to installation of the advertisement. Advertisements that are already in place are considered approved for the term of this agreement.

The advertisement may not cover the driver's side front window, the passenger's side front window, the hybrid 'wings,' the electronic destination signs, the ARRA decals, the bus unit numbers (unless this information is incorporated into the design), lights, vents, or other areas that interfere with the operation or maintenance of the bus.

6. **TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY:** Advertiser is solely responsible for any legal liability arising out of or relating to the advertisement, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify City and to hold City harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by City, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.
7. **LIMITATION ON DAMAGES:** In no event will City be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not City has been advised of the possibility of such damage. This Agreement is for the lease of the space on the City bus. Any damage to Advertiser's property shall be the sole responsibility of Advertiser. City shall waive and/or credit any charges hereunder during the time of inoperability of the City bus, as provided in paragraph 11 (A).
8. **ASSIGNMENT:** Advertiser may not assign this Agreement, in whole or in part, without City's written consent. Any attempt to assign this Agreement without such consent will result in this Agreement being null and void.
9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.
10. **ENTIRE AGREEMENT:** This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.
11. **CANCELLATION/TERMINATION OF AGREEMENT:** The City shall have the right to cancel this agreement by providing five (5) days written notice for any breach of this agreement by Advertiser. In addition, this agreement shall immediately terminate and both parties shall be relieved from further obligation except as provided herein as set forth in other provisions of this agreement or in the event a court of competent jurisdiction declares this agreement invalid.

- A. If a bus is removed from service for more than two weeks due to an accident for major repair, the Advertiser will be notified and the monthly bill will be prorated based on the number of days in the month that the bus was in service.
- B. The Advertiser may cancel a portion of this agreement if the advertising wrap is damaged by over 20% while on a City bus and the Advertiser decides not to fix or replace the advertisement.
- C. The Advertiser will be held accountable for 100% of the production, installation, and removal costs if the Advertiser chooses to terminate this contract prior to the agreed upon advertising period.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last of the individuals to sign.

City of Fargo

Advertiser

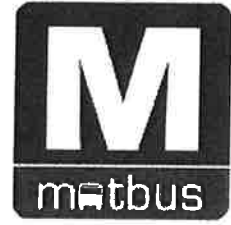
Julie Bommelman, Transit Director

Printed Name

(Advertiser Authorized Agent)

Date _____

Date _____



2018-2019 Trade Agreement - City of Fargo

WDAY would like to request the following 12-month trade partnership with The City of Fargo Transit Department:

Fargo Bus Full Wrap \$2,000 per month

Total Trade Amount: \$24,000

In exchange WDAY would trade out the above amount in advertising to be used on any of WDAY's TV stations and/or Radio station. The City of Fargo Transit Department will have 1 year to use the trade.

- WDAY will be responsible for buying the wrap for the City of Fargo transit bus

Upon mutual agreement this trade may be renewed on a yearly basis for up to 4 (four) years

WDAY Signature:

Date:

City of Fargo Signature:

Date:

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K0 Type: Amendment #3
Location: Rosewood Addition Date of Hearing: 9/17/2018

Routing Date
City Commission 9/24/2018
PWPEC File X
Project File Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Amendment #3 in the amount of \$3,000.00 for additional permitting.

Staff is recommending approval.

On a motion by Kent Costin, seconded by Bruce Grubb, the Committee voted to recommend approval of Amendment #3.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve Amendment #3 with KLJ in the amount of \$3,000.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax (460)

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 4 columns: Name, Present, Yes, No, Unanimous. Rows include Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Bruce Grubb, City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Brenda Derrig, City Engineer; Kent Costin, Finance Director.

ATTEST:

C: Kristi Olson

B E D
Brenda E. Derrig, PE
City Engineer

Memorandum

To: PWPEC
From: Roger E. Kluck, PE, CFM Civil Engineer II
C: Brenda Derrig, City Engineer, Jody Bertrand, Division Engineer
Date: 9/13/18
Re: Project FM-15-K0, Rosewood Area – Contract Amendment #3

Background:

Contract Amendment #3 covers a requirement arising out of the US Army Corps of Engineers 404 permitting for a Cultural Resource Study of the project limits. The cost for this work item is estimated at \$3,000.00.

The proposed Contract Amendment #3 provided by KLJ totals \$3,000.00.

A letter provided by KLJ Engineering is attached to this memo.

Recommended Motion

Approve Contract Amendment #3 with KLJ Engineering in the amount of \$3,000.00 for additional work associated with the Cultural Resource Survey. The current contract amount is \$595,629.00 and the requested contract amendment is \$3,000, for a new engineering services contract amount of \$598,629.00.

RK/klo
Attachment

*Street Lighting
Sidewalks*

*Design & Construction
Traffic Engineering*

*Truck Regulatory
Flood Plain Mgmt.*

*Mapping & GIS
Utility Locations*

Roger Kluck

From: Scott Middaugh <Scott.Middaugh@kljeng.com>
Sent: Monday, September 10, 2018 1:34 PM
To: Roger Kluck
Cc: Jody Bertrand; Jeff Moss; Travis Wieber; Brenda Derrig; Thomas Knakmuhs
Subject: RE: Rosewood 404 Permit
Attachments: Scope_Rosewood.docx

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

Roger,

Please see the attached scope of services for the Class III cultural survey for the Rosewood project. This work will cost approximately \$3,000 if no cultural resources are identified.

Please let me know if you would like us to proceed.

Feel free to call with any questions.

Thanks,

Scott Middaugh PE
KLJ - Fargo
701-271-4871

From: Roger Kluck <rkluck@FargoND.gov>
Sent: Friday, September 7, 2018 3:44 PM
To: Scott Middaugh <Scott.Middaugh@kljeng.com>
Cc: Jody Bertrand <JBertrand@FargoND.gov>; Jeff Moss <Jeffrey.Moss@kljeng.com>; Travis Wieber <Travis.Wieber@kljeng.com>; Brenda Derrig <BDerrig@FargoND.gov>; Thomas Knakmuhs <TKnakmuhs@FargoND.gov>
Subject: Re: Rosewood 404 Permit

Scott we are in midst of moving but Monday I will check project file. Could you get me scope and price for survey. I can then review with jody and Brenda Monday am. Roger k

Sent from my iPhone

On Sep 7, 2018, at 1:32 PM, Scott Middaugh <Scott.Middaugh@kljeng.com> wrote:

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

Roger & Jody,

We received 3 comments from the review period for the Rosewood project, they are attached. Only one comments needs addressing, it is from the State Historical Society. They are requesting that a Class III Cultural Resource Study be completed for this project. When we sent in the 404 permit application, we discussed this with USACE, KLJ and USACE both thought that due to the previous construction work that has taken place in this area, that a cultural survey would not be needed, so we did not complete one.

I don't believe that the drain realignment project from the early 2000's completed a cultural study, did it? I only remember seeing a wetland report. If you know of one that has been completed, please let me know and we can submit that to the State and see if they will accept it. If not, can KLJ get the go-ahead to complete the Class III survey and prepare a report? This work needs to be completed by freeze up or before snow covers the ground.

Feel free to give me a call if you have any questions.

Thanks,

Scott Middaugh PE
KLJ
701-271-4871 Direct
701-799-5639 Cell
3203 32nd Ave S Suite 201
Fargo, ND 58103-6242
kljeng.com<<http://kljeng.com/>>

<PNCmts.pdf>

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 3

Background Data

- a. Effective Date of Engineer-Owner Agreement: September 10, 2018
- b. Engineer: Kadmas, Lee & Jackson
- c. Owner: City of Fargo
- d. Project: City of Fargo Improvement District FM-15-K0
- e. This Part of the Project: Design & Construction Engineering

Nature of Amendment (check all that apply)

- Additional services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications to payment to Engineer
- Modifications to time(s) for rendering Services

Description of Modifications

Conduct Class III Cultural Resources Inventory for the City of Fargo to determine potential cultural impacts. See attached Class III Cultural Resources Inventory Scope of Services submitted on September 10, 2018.

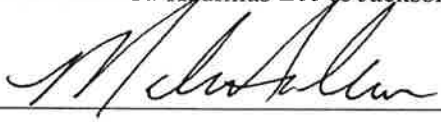
Agreement Summary

- a. Original agreement amount: \$366,035.00
- b. Net change for prior amendments: \$229,594.00
- c. This amendment amount: \$3,000.00
- d. Adjusted Agreement amount: \$598,629.00

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is September 10, 2018.

ENGINEER: Kadmas Lee & Jackson, Inc.

OWNER: City of Fargo



By: Mark Anderson

By: Tim Mahoney

Title: Vice President

Title: Mayor

Date Signed: 9/14/2018

Date Signed: _____



Scope of Services

CLASS III CULTURAL RESOURCES INVENTORY

City of Fargo – Rosewood Addition Flood Risk Management Project

September 10, 2018

I. DESCRIPTION

KLJ will conduct a Class III Cultural Resources Inventory for the City of Fargo to determine potential cultural impacts associated with an approximately 12.9 acres of proposed flood risk improvements.

Modifications or additions or any new environmental laws or regulations that significantly change the services to be performed, as defined below, shall be treated as “Changes in Scope of Services”.

II. OBJECTIVE

The general objective for this scope of services is to: 1) complete a Class I Cultural Resource Literature Review, 2) perform a Class III Cultural Resource Inventory, and 3) provide a report summarizing the results of the inventory. Fee estimates are based on the size of the proposed project. Fee estimates are assuming no cultural resources will be identified in the inventoried area. Actual cost may need to be adjusted if cultural resources are located and require recording or updates. If cultural resources are present, the City of Fargo would be notified.

III. SERVICES TO BE PERFORMED

The proposed scope of services is outlined in the following sections.

ENGINEERING, REIMAGINED



A. Class III Cultural Resource Literature Review

1. Data Collection

KLJ will acquire existing cultural resource information in the project area from the State Historical Preservation Office (SHPO). Site information may not be depicted in public documents but rather the information is used for avoidance purposes.

2. Class III Cultural Resource Findings Memorandum

KLJ will prepare a field findings report describing the results of the Class III cultural resource inventory, including a description of any historical or archaeological materials, if present. The report will also provide recommendations for National Register of Historic Places eligibility, as necessary. If necessary, KLJ will also provide information on potential impacts and recommendations for avoidance or mitigation

IV. DELIVERABLES PROVIDED BY KLJ

- 1) Class III Cultural Resource Report of Field Findings (Electronic Version and Hard Copies)

September 20, 2018

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

**Re: Norman D. & Jodi J. Robinson – Purchase Agreement
Project #FM-19-B**

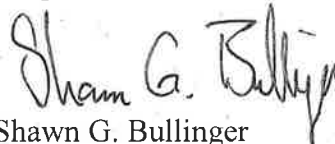
Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Norman D. & Jodi J. Robinson**. 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 the property located at 763 Royal oaks Drive North from **Norman D. & Jodi J. Robinson** in association with Project #FM-19-B and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Brenda Derrig
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **NORMAN D. ROBINSON AND JODI J. ROBINSON**, the identified owner of the property located at 763 Royal Oaks Drive North in Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

WHEREAS, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

Lot Ten (10), Block One (1) of Broadway North First Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Property Address: 763 Royal Oaks Drive North, Fargo, ND.

WHEREAS, the City of Fargo is currently engaged in acquiring properties to mitigate future flood damages; and,

WHEREAS, Seller accepted Buyer's offer to purchase in accordance with the terms herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. **Subject Matter**. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.
2. **Purchase Price**. The purchase price for the Property is Three Hundred and Thirty-Five Thousand Dollars (\$335,000), which sum includes relocation and moving expenses.
3. **Payment of Purchase Price**. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.
4. **Salvage**. Seller shall be allowed to remove from the property the items identified on Exhibit A, at no cost to Seller, provided they are replaced with similar items. Seller shall remove and install all items in a professional manner, and engage a professional licensed contractor. Contractor shall complete appropriate permit(s) and inspection(s). Seller agrees to remove all salvage and install all replacement items prior to giving City possession of the property.
5. **Abstract**. Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing).
6. **Taxes and Utilities**. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true

value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

7. Deeds. Seller shall sign warranty deeds prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than October 31, 2018. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,000/month beginning on the 1st day of the month following closing. 2% of the purchase price shall be retained until such time Seller vacates the premises and remits the garage door openers and keys to the City.

If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.

9. Warranty. Seller provides no express warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

10. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of inspection, including but not limited to asbestos testing and mitigation.

DATED this 20TH day of September, 2018.

(Signatures on following page.)

SELLER:



Norman D. Robinson



Jodi J. Robinson

DATED this ____ day of _____, 2018.

BUYER:

City of Fargo, a North Dakota
municipal corporation

Timothy J. Mahoney, Mayor

Attest:

Steve Sprague, City Auditor

Exhibit "A"

- Furnace & A/C Unit.

26

Memorandum

To: Board of City Commissioners
From: Rob Hasey, Project Manager RH
Date: September 24, 2018
Re: City Hall Asbestos Abatement

The Engineering Department recently sent requests for proposals to 15 asbestos removal contractors for quotes to remove asbestos in City Hall. The City requested prices for three removal timeframes: a 2-week duration, 3-week duration and 4-week duration. Terracon Inc., who performed the asbestos survey in 2017 to identify asbestos in the structure, provided a ballpark estimated cost of \$150,000 to remove all of the asbestos identified in the survey.

Submittals were due at noon on September 5th, 2018. Two respondents submitted quotes and they are as follows:

VCI Environmental, Inc.: \$74,235 for 2, 3 or 4 week duration
Horsley Specialties, Inc.: \$187,200 for 2-week duration; \$165,700 for 3-week duration and \$148,200 for 4-weeks duration.

Asbestos abatement is scheduled to begin October 8th, 2018 and be complete by October 29th, 2018 at which point the demolition of City Hall may commence.

Recommended Motion:

Move to approve the selection of VCI Environmental, Inc. to remove asbestos from City Hall prior to demolition.

The source of funding was previously approved as part of the City Hall demolition project.

RJH/klo
Attachment

RFP -- Asbestos Abatement
Project BP-00-43

COST PROPOSAL FORM

Project: BP-00-43
Type: Asbestos abatement
Location: Fargo City Hall -- 200 3rd Street North

Cost Proposals shall be based on fixed fee lump sum. The City would like the Contractor to submit lump sum abatement prices for three removal timeframe options: two week removal timeframe, three week removal timeframe and a one month removal timeframe.

The City of Fargo sanitary landfill located at 4501 7th Avenue North will be the disposal site and will waive all disposal fees for this project. **Do not include disposal fees in your quoted lump sum prices.**

Lump sum prices shall include but shall not be limited to: mobilization, removal of interior building materials to access asbestos containing materials, demobilization, all labor, disposal containment materials and transportation of asbestos waste to the City of Fargo sanitary landfill.

Timeframe #1:

October 1st, 2018 - October 15th, 2018: \$ 74,235.00 Lump Sum

Timeframe #2:

October 1st, 2018 - October 22nd, 2018: \$ 74,235.00 Lump Sum

Timeframe #3:

October 1st, 2018 - October 31st, 2018: \$ 74,235.00 Lump Sum

Firm: VCI Environmental, Inc.

Approved: Dennis Schumann

Name


Vice President 8-31-2018

Title Date

RFP – Asbestos Abatement
Project BP-00-43

COST PROPOSAL FORM

Project: BP-00-43
Type: Asbestos abatement
Location: Fargo City Hall – 200 3rd Street North

Cost Proposals shall be based on fixed fee lump sum. The City would like the Contractor to submit lump sum abatement prices for three removal timeframe options: two week removal timeframe, three week removal timeframe and a one month removal timeframe.

The City of Fargo sanitary landfill located at 4501 7th Avenue North will be the disposal site and will waive all disposal fees for this project. Do not include disposal fees in your quoted lump sum prices.

Lump sum prices shall include but shall not be limited to: mobilization, removal of interior building materials to access asbestos containing materials, demobilization, all labor, disposal containment materials and transportation of asbestos waste to the City of Fargo sanitary landfill.

Timeframe #1:

October 1st, 2018 - October 15th, 2018: \$ 187,200.00 Lump Sum

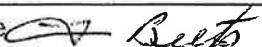
Timeframe #2:

October 1st, 2018 - October 22nd, 2018: \$ 165,700.00 Lump Sum

Timeframe #3:

October 1st, 2018 - October 31st, 2018: \$ 148,200.00 Lump Sum

Firm: Horsley Specialties, Inc.

Approved: Tim Beets
Name 

Branch Manager 9-5-2018
Title Date

September 18, 2018

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

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

**Re: Memorandum of Offer to Landowner
Temporary Easement (Construction)
Improvement District #BN-19-A1**

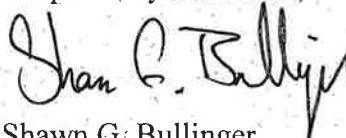
Dear Commissioners:

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 #BN-19-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 purchase of a temporary easement from **Perry Real Estate Fargo South, LLC** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 12A
Landowner Perry Real Estate Fargo South, LLC		
Mailing Address 23759 Rokmar Rd Battle Lake, MN 56515		

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 \$ 1,775.00 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>1,775.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>1,775.00</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

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney

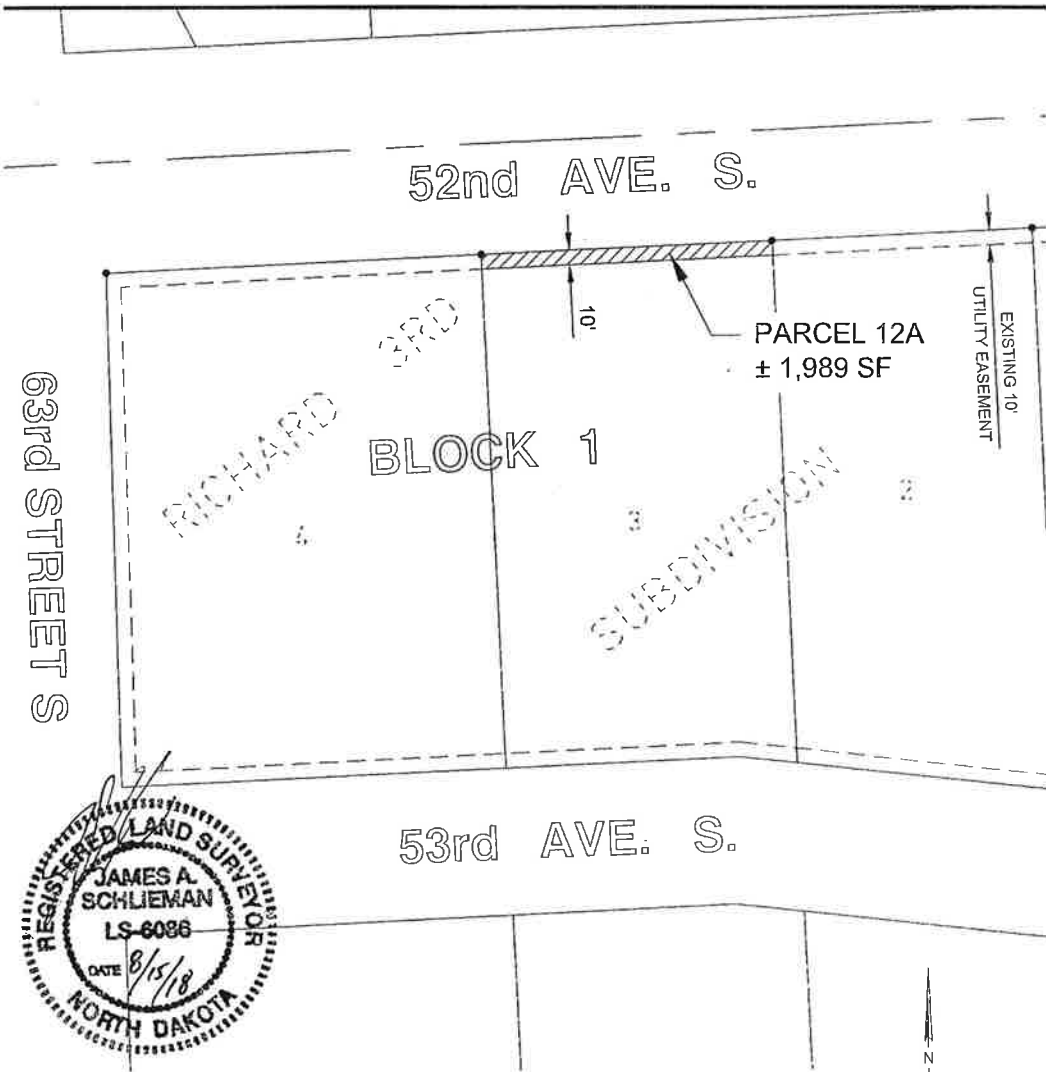
MAYOR

SIGNATURE

DATE

PARCEL 12A
 PART OF LOT 3, BLOCK 1
 RICHARD 3RD SUBDIVISION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

OWNER: PERRY REAL ESTATE FARGO SOUTH LLC

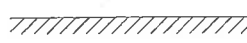


Description- Parcel 12A: (Temporary Construction Easement)

The North 10.00 feet of Lot 3, Block 1, Richard 3rd Subdivision, in the City of Fargo, Cass County, North Dakota.

Said tract contains 1,989 square feet, more or less.

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N67°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



EASEMENT EXHIBIT

PROJECT NO.
6059-0145

**PART OF LOT 3, BLOCK 1, RICHARD 3RD SUBDIVISION,
CITY OF FARGO, CASS CO., ND**

**SHEET
1 OF 1**

H:\Fargo\UBN6000\6059\18_6059_145 - 52nd Ave. Design\CAD\Exhibit\Easement Exhibit2.dwg Exhibit 12-8/8/2018 1:29 PM-(Astrowd)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

30

Improvement District No. BN-18-K1 Type: Early Building Permit
 Location: 1860 Sheyenne Loop North Date of Hearing: 9/17/2018

<u>Routing</u>	<u>Date</u>
City Commission	9/24/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed an Early Building Permit request submitted by S & G Partners, LLC for their building at 1860 Sheyenne Loop North. Applicant will provide a deposit that could be used to repair any impacts from the site construction to the municipal project. This lot has 280' of frontage; therefore, their deposit will be \$5,600.

Staff is recommending approval.

On a motion by Ben Dow, seconded by Steve Dirksen, the Committee voted to recommend approval of the Early Building Permit.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Early Building Permit.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>


COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer



Memorandum

To: Members of PWPEC
From: Jason Leonard, Civil Engineer II
Date: 9/13/2018
CC: Brenda Derrig
Re: BN-18-K1 – 1860 Sheyenne Loop North – Early Building Permit

Attached you will find a request for an early building permit from S & G Partners, LLC for their building at 1860 Sheyenne Loop North.

Improvement District BN-18-K1 has been bid and awarded to Fox Underground, Inc. This project has a completion date of November 15th, 2018.

The applicant has filled out the application and agreement and the project provides access throughout construction.

As part of the early building permit, the applicant will provide a deposit that could be used to repair any impacts from the site construction to the municipal project. This lot has 280' of frontage; therefore, their deposit will be \$5,600.

Recommended Motion:

I recommend that the Public Works Project Evaluation Committee approve the early building permit request for the 1860 Sheyenne Loop North.

JTL/klo

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

31

Improvement District No. FM-17-C1 Type: Change Order #1 & Time Extension

Location: Bison Meadows Date of Hearing: 9/17/2018

Routing	Date
City Commission	9/24/2018
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding a change order and time extension for KPH, Inc. due to unsuitable soil for LOMR fill use.

The settlement reached with the Contractor is a 20-day time extension to allow time to complete the levee and get better fill dirt moved for LOMR and street fill in Bison Meadows. Change Order #1 also includes additional payment for restoration of the new borrow areas in the amount of \$95,552.50.

Staff is recommending approval of the change order and time extension.

On a motion by Kent Costin, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #1 in the amount of \$95,552.50 and a 20-day time extension.

RECOMMENDED MOTION

Approve Change Order #1 in the amount of \$95,552.50 to KPH, Inc. and time extension.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes	No
	N/A
	N/A
	N/A


COMMITTEE

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

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

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
Division Engineer

Memorandum

To: PWPEC
From: Roger E. Kluck, PE, CFM Civil Engineer II
C: Jody Bertrand, Division Engineer; Tom Knakmuhs, Division Engineer,
Date: 9/13/18
Re: Improvement District # FM-17-C1 Bison Meadows Levee and Pond Project Change Order #1 & Time Extension

Project FM-17-C1 was bid on March 21, 2018 with bid award on March 26, 2018. The project documents identified Substantial Completion for all work on September 1, 2018 and Final Completion for all cleanup and punch list items for September 15, 2018. KPH, Inc. was awarded the project and subsequently given a notice to proceed. Impervious Fill for construction of the levee was identified to come from soils stockpiled in Crofton Coves Subdivision from a previous project and from the west pond on site. Excess excavated material to complete the design geometry of the west pond was to be stockpiled for use on project BN-18-A1. The pre-construction meeting for projects FM-17-C1 and BN-18-A1 was held on May 22, 2018. A meeting on site was held on August 23, 2018. The meeting was to review the wet condition of the borrow soils in the pond and to determine if the wet soils were suitable for LOMR fill use on Bison Meadows. In a letter dated August 27, 2018, from testing firm NTI for the LOMR fill work under BN-18-A1, advised the City and Developer that the fill planned to come from the Bison Meadows Area west pond was deemed unsuitable for LOMR fill use. A Notice of Claim was subsequently received on August 24, 2018 from the Contractor KPH. A solution was found to use higher elevation soils from around the ponds to replace the unacceptable fill dirt. Once excavation is complete, the borrow areas will be filled with the wetter pond soils. Copies of correspondence is attached covering the history of this issue.

The settlement reached with the Contractor is a 20-day time extension on this project to allow time to complete the levee and get better fill dirt moved for LOMR and street fill in Bison Meadows. The LOMR fill needs are estimated at 51,650 CY the Contractor has asked to be paid an additional \$1.85 per CY to re-fill borrow areas outside of the ponds being used in lieu of the pond excavation soils deemed unsuitable. The pond soils have been deemed suitable for levee construction and street construction. Additionally, to allow adequate time for settlement of the borrow areas after refilling, the completion date for the path construction and final restoration is being moved to August 1, 2019. Change Order #1 includes payment for restoration of the new borrow areas of \$95,552.50, a 20-day time extension to complete the levee construction, and a completion date change to August 1, 2019 to complete the concrete paths. This amount will be 100% assessed to the Bison Meadows Subdivision and the Developer has agreed to the proposed change order items.

Recommended Motion

Approve Change Order #1 for \$95,552.50 and time extension.

RK/klo
Attachment

*Street Lighting
Sidewalks*

*Design & Construction
Traffic Engineering*

*Truck Regulatory
Flood Plain Mgmt.*

*Mapping & GIS
Utility Locations*



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

Improvement District No **FM-17-C1** Change Order No **1**
 Project Name **Bison Meadows Levee and Pond Project**
 Date Entered **9/13/2018** For **KPH, 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: Extra work due to changed soil conditions

The owner provided borrow site was found to be not acceptable by NTI for use as a borrow source for LOMR dirt. The contractor was allowed to use dirt from outside of the ponds with the proviso to refill the areas with soils in pond that can't be used for LOMR. The yardage is 51,650 cy and new price to fill borrow holes for LOMR only \$1.85 per cy.

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 (\$)
Miscellaneous	40	Fill - Random	CY	0.00	0.00	0.00	51,650.00	51,650.00	1.85	95,552.50
Miscellaneous Sub Total (\$)										
95,552.50										

Summary

Source Of Funding **Special Assessments**

Net Amount Change Order # 1 (\$)	95,552.50
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	1,070,655.00
Total Contract Amount (\$)	1,166,207.50

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/15/2018	09/15/2018	6.00	320.00	09/21/2018	08/01/2019

Description Contractor was given 20 calendar days for extra work in moving LOMR dirt and the concrete paths were delayed for completion until 2019 to allow re-filled borrow sites to settle before path is built.

APPROVED

APPROVED DATE



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

For Contractor

Erin M. Kelly
President

Department Head

[Signature]
9/20/18

Mayor

Attest



ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: Feng@FargoND.gov

MEMORANDUM

TO: Brenda Derrig, PE City Engineer
Eric Merhiy-President KPH, Inc.
REK, PE, CFM
FROM: Roger E. Kluck, PE, CFM and Jason Leonard, PE, Engineer II

DATE: September 5, 2018

RE: Projects FM-17-C1 and BN-18-A1 Bison Meadows projects Settlement of Claim

On August 24, 2018, the City of Fargo received a notice of claim from KPH, Inc. on projects FM-17-C1 and BN-18-A1. The Notice of Claim is based on the determination from NTI Testing concerning the use of borrow dirt from the west Bison Meadows pond for LOMR fill. NTI's determination was that the identified borrow soils in the west pond below elevation 887 could not be used for filling of lots for LOMR certification (see attached). On August 30, 2018, a memorandum was prepared (attached), that included recommended items to change order in an effort to settle the claim notice received from KPH, Inc. KPH, Inc. responded to the City's offer (attached) and the following are the items agreed to and from which will become part of a change order on the respective projects.

Project FM-17-C1: Bison Meadows Levee and Pond Project

1. The City will allow the Contractor to over excavate the area between the ponds, except for the WAPA easement area and over excavate the existing road area. This fill may be used to build the levee instead of using the wetter soils in the west pond. Stripping of these areas will be paid for under bid item 2. Hauling will be paid under bid item 21 and placement will be paid under bid item 22. The Contractor shall replace the over excavated fill area with soils from the west pond at no extra cost to the project. The fill shall be placed in 6 to 9 inch lifts and receive ordinary sheep's foot compaction with no density testing. Areas not planned to have path built on, will receive replacement topsoil under bid item 3 and shall be seeded under bid items 24 and 25.
2. The City will also allow the Contractor to use the over excavated soils to provide the soils covered under bid item 28 for use in building the roads in project BN-18-A1. Stripping will be paid under bid item 27. The Contractor shall replace the over excavated fill area with soils from the west pond at no extra cost to the project. The fill shall be placed in 6 to 9 inch lifts and receive ordinary sheep's foot compaction with no density testing. Areas not planned to have path built on, will receive replacement topsoil under bid item 29 and shall be seeded under bid items 30 and 31.

*Street Lighting
Sidewalks*

*Design & Construction
Traffic Engineering*

*Truck Regulatory
Flood Plain Mgmt.*

*Mapping & GIS
Utility Locations*

3. For supply of the soils for use in LOMR, lot fill the procedure will be different because of the changed condition identified by geotechnical firm NTI in the August 30, 2018 memorandum. For this item the City will allow the Contractor to use the over excavated soils to provide material for meeting LOMR requirements for the lots in Bison Meadows project BN-18-A1 as identified on the attached map. The estimated quantity is 51,650 CY. Stripping will be paid under bid item 27, hauling will be covered under bid item 28, and topsoil replacement and seeding will be covered under bid items 29, 30, and 31 respectively. In addition, the Contractor will be paid \$1.85 per CY to refill the over excavated areas with material from the west pond. This quantity is also estimated at 51,650 CY. This fill shall also be placed in 6 to 9 inch lifts and receive ordinary sheep's foot compaction with no density testing. The Contractor shall receive a 20-day time extension on the Substantial Completion Date due to this changed condition.
4. The revised Substantial Completion Date of September 21, 2018 shall apply only to the levee construction, the levee topsoil replacement, and levee seeding. Bid items 2, 3, 21, 22, and 23.
5. The Final Completion Date covering the concrete paths, restoration and seeding of the west pond, and all other bid items not covered in item 4 shall be revised to August 1, 2019 to avoid cold weather concrete and to allow the borrow areas to go thru a freeze/thaw cycle to avoid potential settlement.

Project BN-18-A1: Sanitary Sewer, Storm Sewer, Water Main, Paving, Street Lighting & Incidentals

Due to the changed condition identified in the NTI, report on fill coming from Project FM-17-C1 this project has been delayed. In reviewing the Completion date change on Project FM-17-C1 and discussing the projects with the developer, the City is going to add to the project an Interim Completion Date and extend the Substantial Completion Date in order to focus on the lots committed for homes to be built this year. The first phase identified in the attached map will be granted a time extension of 30 days, to a new Interim Completion Date of October 15, 2018 and the Substantial Completion Date will have a revised date of November 1, 2018.

These claim settlement items have been reviewed by the Contractor and by signing below is full and final settlement of the claim for changed condition identified by NTI covering the lot LOMR soils.



KPH, Inc-Eric Merhiy-President

Dated: 9-11-18



ENGINEERING DEPARTMENT

200 3rd Street North
 Fargo, North Dakota 58102
 Phone: (701) 241-1545
 Fax: (701) 241-8101
 E-Mail: feng@cityoffargo.com

August 30, 2018

MEMORANDUM

TO: Brenda Derrig, PE City Engineer

FROM: ^{REL, PE} Roger E. Kluck, PE, CFM & ^{JTL, PE} Jason Leonard, PE Engineer II

SUBJECT: Bison Meadows projects Notice of Claim Findings and Conclusions
 Improvement Districts FM-17-C1 & BN-18-A1

On August 24, 2018, the City of Fargo received a notice of claim from KPH, Inc. on Improvement Districts FM-17-C1 and BN-18-A1. The Notice of Claim is based on the conclusion from NTI Testing concerning the use of borrow dirt from the west Bison Meadows pond for LOMR fill. NTI's conclusion was that the identified borrow soils in the west pond below elevation 887 could not be used for filling of lots for LOMR certification (see attached). The following will outline the bid documents, project history through today, and conclusions to present to the Contractor to address the NTI findings.

Improvement District FM-17-C1: Bison Meadows Levee and Pond Project

Improvement District FM-17-C1 was bid on March 21, 2018 with the bid awarded on March 26, 2018. The project documents identified a Substantial Completion Date for all work for September 1, 2018 and a Final Completion Date for all cleanup and punch list items for September 15, 2018. KPH, Inc. was awarded the project and subsequently was given a notice to proceed. Impervious Fill for construction of the levee was identified to come from soils stockpiled in Crofton Coves subdivision from a previous project and from the west pond on site. Excess excavated material to complete the design geometry of the west pond was to be stockpiled for use on Improvement District BN-18-A1. The pre-construction meeting for Improvement Districts FM-17-C1 and BN-18-A1 was held on May 22, 2018. The Contractor advised the City that they were planning to mobilize on June 18, 2018 to start work on Improvement District BN-18-A1. The first construction schedule from KPH, Inc. for Improvement District FM-17-C1 was received on June 13, 2018, which identified that top soil strip, pumping (of west pond), tree removal, and RCP Pipe & Structures construction would begin on June 18, 2018. Tree removal actually began on June 27, 2018. Levee stripping began on July 24, 2018 and levee inspection trench construction began on July 31, 2018. Ground water was encountered in the bottom of the inspection trench but the Contractor did not start pumping out the trench until August 3, 2018 after repeated requests from the City. Storm sewer installation began on August 15, 2018. Inspection trench work is complete south of the existing access road but inspection trench still needs to be installed from the south side of the access road north to tie into the existing levee. The Contractor has begun placement of levee fill for the soils hauled in from Crofton Cove. An actual amount is unknown as of the date of this memo but the bid quantity is 16,000 CY for the levee. The underground storm sewer pipe has been installed.

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

Improvement District BN-18-A1: Sanitary Sewer, Storm Sewer, Water Main, Paving, Street Lighting & Incidentals

Improvement District BN-18-A1 was bid on May 2, 2018 with the bid awarded on May 7, 2018. The project documents identified a Substantial Completion Date for all work of September 15, 2018 and a Final Completion Date for all cleanup and punch list items for October 15, 2018. KPH, Inc. was awarded the project and was subsequently given a notice to proceed. The plans identified that fill for building of the roads and for LOMR fill on the lots would come from a stockpile location identified in the plans. The pre-construction meeting for Improvement Districts FM-17-C1 and BN-18-A1 was held on May 22, 2018. The Contractor advised the City that they were planning to mobilize on June 18, 2018 to start work on Improvement District BN-18-A1. Actual stripping of the site began on June 19, 2018, underground construction began on June 19, 2018, stripping topsoil for LOMR lot filling began on July 27, 2018, and LOMR lot filling began on August 1, 2018. Currently the underground construction is complete and street and LOMR lot filling has been underway. The actual amount of fill placement is unknown but the bid amounts for fill for the area west of 15th Street South is as follows: Area 1 10,556 CY, Area 2 15,245 CY, Area 3 11,409 CY, Area 4 14,435 CY, and road fill 15,000 CY.

DISCUSSION:

At a meeting on August 23, 2018, the Contractor advised the City that they were behind schedule with the dirt work due to wet and unsuitable soils in the pond borrow site. The Contractor made the decision to focus all of their efforts on Improvement District BN-18-A1 to meet obligations for home construction and not continue work on the levee project until a later date. At the request of the Developer and MBN, the Engineer for the developer on the LOMR lot filling, NTI took samples of existing soils in the west borrow pond at elevation 890, 887, 883, 880 to determine its suitability for LOMR use on Improvement District BN-18-A1. That report is attached, and NTI's conclusion was that the borrow soils would not be suitable for LOMR fill. On August 24, 2018 Braun Intertec was asked by the City to test the existing soils in the west borrow pond at the same elevations as taken by NTI to determine the suitability of the borrow soils for levee construction and street subgrade construction. This testing took place on August 27, 2018 and the report is attached. The Braun report identifies that the borrow soils found in the west pond are suitable for levee fill and use in embankment fill for street construction.

CONCLUSION:

KPH, Inc., the contractor for both projects is currently behind schedule and will not make the contract completion dates for either project. If the Contractor feels that a time extension is justified, a request should be submitted on each project. In an effort to assist the Developer in meeting his obligations to the home builder and to bring these projects to completion Engineer Leonard and Kluck have been working on a potential solution to the borrow soils issue identified by NTI and to offer KPH, Inc. a source of dryer soils to accelerate construction. Because the two projects must contractually stand-alone, our recommendations will be identified per project.

RECOMMENDATIONS:

- 1. Improvement District FM-17-C1:** The Contractor may use dryer soils from the areas identified on the attached map to complete construction of the levee. Any soils borrowed from these sites will be replaced from soils in the west borrow pond to the pond design grades and site design grades. The replacement soils shall receive ordinary compaction and shall receive topsoil after replacement unless the area is under the planned concrete trails. There will not be any extra payment if the Contractor chooses to use the substitute potentially dryer soils to build the levee, except that the Contractor will be paid for topsoil strip and replacement as per contract. Contract requirements including liquidated damages will apply until the levee is complete including topsoil and seed. Because areas planned for the recreation path may be used by KPH for a new borrow source and because replacement fill needs time to settle the completion date for the paths including topsoil replacement and seed bed preparation is proposed to be changed to August 1, 2019, to allow the seeding of the pond and paths thru the Park District by the Audubon Society to occur next fall.

- 2. Improvement District BN-18-A1:** The Contractor may use dryer soils from the areas identified on the attached map to complete construction of the street grade and the LOMR lot fill areas 1 through 4. Any soils borrowed from these sites will be replaced from soils in the west borrow pond to the pond design grades and site design grades. The replacement soils shall receive ordinary compaction and shall receive topsoil after replacement. There will be extra payment allowed for replacement of the new borrowed soils with pond fill for the LOMR fill quantity only in areas 1-4. The Contractor shall submit his cost for this work and it will be evaluated for reasonableness in light of his contract bid prices. Any fill needed for the roadway will not receive any extra payment. Liquidated damages will apply per contract if the project is not completed by September 15, 2018 except that liquidated damages if applied will be waived for the LOMR lot fill work. However, the Contractor must be making a reasonable concerted effort to get both projects back on schedule track to receive this waiver.

In Conclusion, if the Contractor accepts this offer from the City, the Contractor will be expected to withdraw in writing the notice of claim on both projects. All disturbed areas shall be top soiled and restored as per the individual contract requirements.

Cut/Fill Report

Generated: 2018-08-30 12:28:20
By user: JLeonard
Drawing: T:\Engineering\Projects\Current\F\FM-17-C1 Bison Meadows Flood Risk Management Project\Plans&Specs\T:\Engineering\Projects\Current\F\FM-17-C1 Bison Meadows Flood Risk Management Project\Plans&Specs\FM-17-C1_BP_JTL wo stockpile.dwg

Volume Summary							
Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
North Cut Area	full	1.000	1.000	99913.94	33883.75	28.22	33855.53<Cut>
South Cut Area	full	1.000	1.000	29844.04	10877.63	0.05	10877.58<Cut>
Roadway Cut (1)	full	1.000	1.000	79611.47	30303.63	27.35	30276.29<Cut>
Totals							
				2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total				209369.45	75065.02	55.62	75009.40<Cut>

* Value adjusted by cut or fill factor other than 1.0



CITY OF FARGO, ND



FM-17-C1 Subcut Areas

1:2,257 8/30/2018 12:29:44 PM

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

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

Roger Kluck

From: Tony Sager <tony.sager@mbnengr.com>
Sent: Monday, August 27, 2018 5:19 PM
To: Jason Satterlund; Jason Leonard; Roger Kluck
Cc: Nick Berglund; Tony Eukel; Chris Myers; Jon Youness; Eric@kphinc.net
Subject: RE: Clay Borrow Pond Evaluation
Attachments: Clay Borrow Pond Evaluation Letter.pdf

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

All, see attached findings from NTI. The demarcation line is at 889.00 per the report. As was discussed last week, the next step is for the city to determine a volume above that line and what can be over-excavated at the pond side slopes and inside the WAPA easement. If there is anything Tony or I can do to help facilitate this process, please let us know.

Thank you,

Tony Sager, PE
Civil Engineer (ND)
O 701.478.6336
C 701.541.5779
tony.sager@mbnengr.com
503 7th Street N, Suite 200
Fargo, ND 58102
mbnengr.com

From: Chris Myers <ChrisM@ntigeo.com>
Sent: Monday, August 27, 2018 4:00 PM
To: Tony Eukel <Tony.Eukel@mbnengr.com>
Cc: Tony Sager <tony.sager@mbnengr.com>; Nick Berglund <NickB@ntigeo.com>
Subject: Clay Borrow Pond Evaluation

Tony,

Attached is the summary of findings and recommendations regarding the clay borrow pond for Bison Meadows 2nd Addition LOMR project.

Thanks,



Chris Myers, P.E.
Construction Services Manager
3522 4th Avenue South
Fargo, ND 58103
Office 701.232.1822 | Direct 701.551.2065
ChrisM@NTIgeo.com



NTI
NORTHERN
TECHNOLOGIES, LLC

3522 4th Avenue South
Fargo, ND 58103
P: 701.232.1822 F: 701.232.1864
www.NTIgeo.com

Unearthing confidence™

August 27, 2018

Thomsen Homes
3168 41st Street South, Suite #1
Fargo, ND 58104

Attention: Ms. Julie Brodeur

Subject: Evaluation of Clay Borrow Pond
Bison Meadows 2nd Addition LOMR
Fargo, North Dakota
NTI Project Number: 18.FGO06551.000

Under direction of MBN Engineering, Northern Technologies, LLC (NTI) was asked to evaluate the usability of the clay present in the borrow pond north of the Bison Meadows development in Fargo, ND. NTI was present on site on August 23, 2018 for a meeting involving MBN Engineering, City of Fargo employees, Eagle Ridge Partners, KPH (Contractor), and NTI. This meeting was called to determine a plan of action moving forward for the Bison Meadows 2nd Addition LOMR project. This letter is intended to identify a recommended approximate elevation of usable clay through the remainder of the pond and/or other areas near the borrow pond. The following statements are NTI's opinion and should in no way be construed as requirements for the project to move forward.

NTI had noticed the start of use of the dark gray fat clay (Brenna) on the project site. This material is typically not used in construction due the high risk of shrinkage/swell of the clay material when exposed to elements of freeze/thaw and drying action (within 5 feet of finished grade). To reduce this risk, NTI recommends using clay which conforms to the following requirements: Liquid Limit (LL) of less than 70 and a Plasticity Index (PI) of less than 50 when measured in accordance with ASTM D4318-17e1. Clay soils with LL and PI numbers more than the previously stated limits exhibit a higher risk of shrinkage/swell potential and are not recommended for use in buildup of residential lots. It was requested in the meeting that NTI determine an approximate elevation to which clay would be acceptable for use. With the assistance of KPH, NTI sampled clay from four (4) different elevations in a test pit located on the east side of the pond (outside the current pond excavation).

It was requested that NTI determine an approximate elevation to use for estimation of quantities of soil present for use on site. NTI sampled at four elevations in the test pit (890', 887', 883', 880'). The samples were then tested according the ASTM D698-12e2, ASTM D4318-17e1, and ASTM D2216-10 and the test results are as follows:

Precision Expertise Geotechnical Materials

FARGO

BISMARCK

GRAND FORKS

MINOT

INVERGRAYS FIELDS

RAMSEY



Evaluation of Clay Borrow Pond
 Bison Meadows 2nd Addition LOMR
 Fargo, North Dakota
 NTI Project Number: 18.FGO06551.000

Sample ID		(ASTM D698-12e2)		(ASTM D4318-17e1)			(ASTM D2216-10)
#	Elevation (USGS Datum)	Max Dry Density (PCF)	Optimum Moisture Content (%)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Moisture Content as Received (%)
P-10	890	84.2	33.6	67	25	42	54.8
P-15	887	83.6	34.6	81*	27	54*	55.7
P-14	883	82.0	35.4	84*	25	59*	58.5
P-13	880	81.7	35.7	96*	25	71*	54.3

When combining the visual observation performed by NTI on site with the test results above, there is a distinct difference in material between elevation 890' and 887'. During field activities, this was the approximate location of the transition from brown fat clay to dark gray fat clay. This transition should be considered the demarcation line between the clay which is recommended for use on site [Fat Clay, Brown (CH)] and the clay which is not recommended for use on site [Fat Clay, Dark Gray (CH)]. There was some variability in the test excavation as to depth of transition from brown to dark gray but NTI anticipates that an elevation assumption of 889' should provide an approximation of the transition for the purposes of volume calculation. This elevation should not be treated as a hard-cut elevation across the entire site (during field activities), rather it should only be treated as a benchmark for estimating purposes. During field activities, the only clay soils to be removed from the borrow area should be [Fat Clay, Brown (CH)].

As stated on site during the project meeting on August 23, 2018, these guidelines are NTI's recommendation. If the dark gray fat clay is still the desired material to be utilized for buildup of LOMR pads, the owner should be made aware of the additional risks and accept the risk of utilization of such material.

Remarks & Standard of Care

The conclusions in this report represent our professional opinions, based on our interpretation of the site conditions and information provided to us by others. These opinions were arrived at in accordance with currently accepted engineering practices at this time and location. Other than this, no warranty is implied or intended. Please contact us immediately if you have questions concerning this correspondence. We may be reached at (701) 232-1822.

Sincerely,

Northern Technologies, LLC

Chris Myers, P.E.
 Construction Services Manager

Nick Berglund, P.E.
 Vice President

Attachments: Test Results



NTI
NORTHERN
TECHNOLOGIES, LLC

Fargo
3522 4th Ave S
Fargo, North Dakota 58103
P: 701.232.1822 F: 701.232.1864
www.NTIgeo.com

**LABORATORY COMPACTION
CHARACTERISTICS OF SOIL**

Report To: Thomsen Homes
3168 41st Street S., Suite 1
Fargo, ND 58104
Attention: Julie Brodeur

Project: Bison Meadows 2nd Add. - LOMR
Project Number: 18.FGO06551.000
Location: Fargo, ND

Sample Information

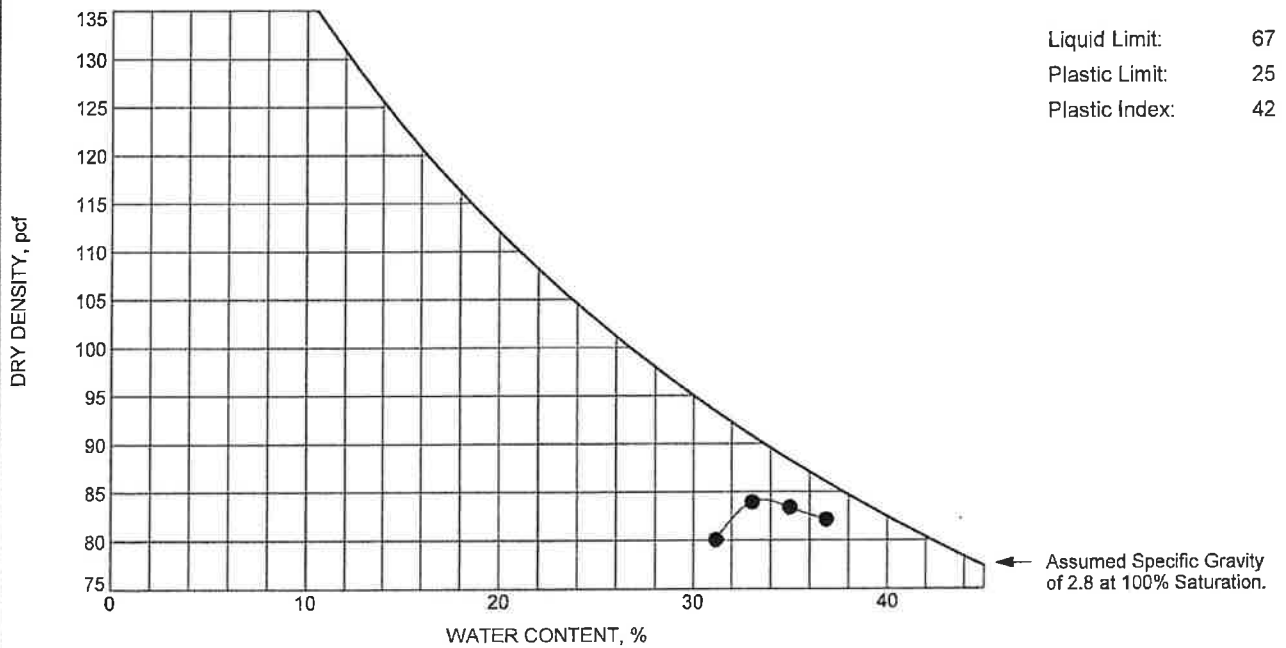
Sample Number: P-10 | Date Sampled: 8/23/2018
Location Sampled: TEST PIT, ELEVATION 890'
Soil Type: FAT CLAY, BROWN TO DARK BROWN (CH)

Laboratory Information

Test Method: ASTM D698 Method A | Rammer Type: Manual
Preparation Method: Dry

Sample Data

Maximum Dry Density: 84.2 pcf | MC% As Received: 54.8
Optimum Water Content: 33.6 %



Comments:

Cc: MBN Engineering

Submitted by,
Northern Technologies, LLC

Chris Myers
(8/27/18)

COMPACTION - MDT WITH ATTS - NTI-2017-09-14.GDT - 8/27/18 13:48 - R:\VANDERKAM\PROJECTS\2018\BISON MEADOWS 2ND ADDITION\LOUIN_CIVIL_18.FGO_06551.000\BISON MEADOWS 2ND ADDITION\LOUIN-WATERALS.GPJ



NTI
NORTHERN
TECHNOLOGIES, LLC

Fargo
3522 4th Ave S
Fargo, North Dakota 58103
P: 701.232.1822 F: 701.232.1864
www.NTIgeo.com

**LABORATORY COMPACTION
CHARACTERISTICS OF SOIL**

Report To: Thomsen Homes
3168 41st Street S., Suite 1
Fargo, ND 58104
Attention: Julie Brodeur

Project: Bison Meadows 2nd Add. - LOMR
Project Number: 18.FGO06551.000
Location: Fargo, ND

Sample Information

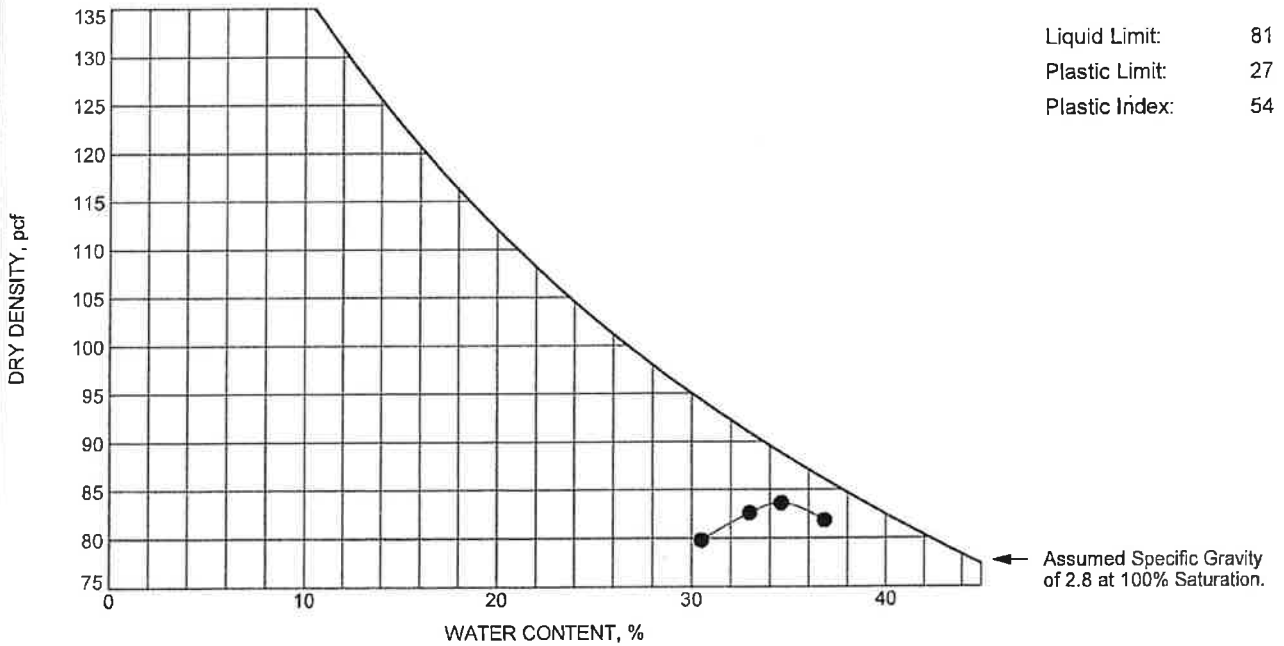
Sample Number: P-15 Date Sampled: 8/23/2018
Location Sampled: TEST PIT, ELEVATION 887'
Soil Type: FAT CLAY, DARK GRAY (CH)

Laboratory Information

Test Method: ASTM D698 Method A Rammer Type: Manual
Preparation Method: Dry

Sample Data

Maximum Dry Density: 83.6 pcf MC% As Received: 55.7
Optimum Water Content: 34.6 %



Comments:

Cc: MBN Engineering

Submitted by,
Northern Technologies, LLC

Chris Myers
(8/27/18)

COMPACTION - MAT WITH ATTS - NTI-2017-09-14.GDT - 8/27/18 13:48 - H:\FARGO\PROJECTS\MATERIAL PROJECTS\2018 BISON MEADOWS 2ND ADDITION\LOMR_CMT_18.FGO_0001\001827018.MATERIALS.DWG



NTITM
NORTHERN
TECHNOLOGIES, LLC

Fargo
3522 4th Ave S
Fargo, North Dakota 58103
P: 701.232.1822 F: 701.232.1864
www.NTIgeo.com

**LABORATORY COMPACTION
CHARACTERISTICS OF SOIL**

Report To: Thomsen Homes
3168 41st Street S., Suite 1
Fargo, ND 58104
Attention: Julie Brodeur

Project: Bison Meadows 2nd Add. - LOMR
Project Number: 18.FGO06551.000
Location: Fargo, ND

Sample Information

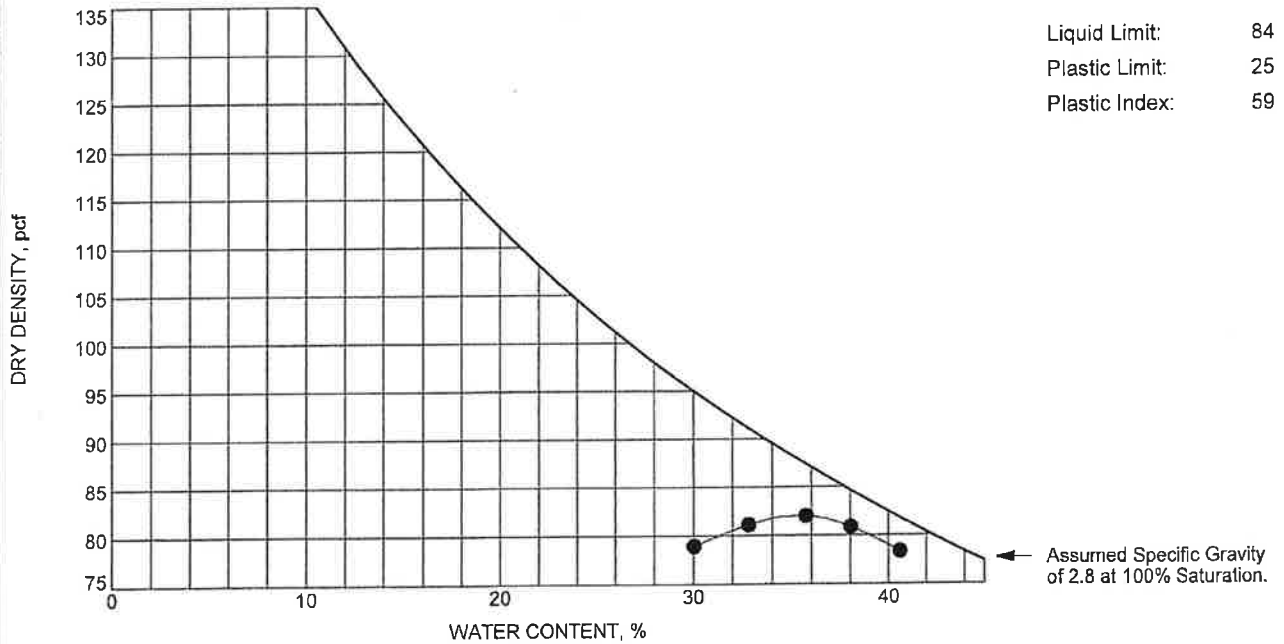
Sample Number: P-14 Date Sampled: 8/23/2018
Location Sampled: TEST PIT, ELEVATION 883'
Soil Type: FAT CLAY, DARK GRAY (CH)

Laboratory Information

Test Method: ASTM D698 Method A Rammer Type: Manual
Preparation Method: Dry

Sample Data

Maximum Dry Density: 82.0 pcf MC% As Received: 58.5
Optimum Water Content: 35.4 %



Comments:

Cc: MBN Engineering

Submitted by,
Northern Technologies, LLC

Chris Myers
(8/27/18)

COMPACTION - WAT (NTI) ATTS - NTI 2017-08-14.GDT - #2718 13-08 - 18.FARGO/PROJECT/WATER/MBN PROJECTS/MATERIALS/PROJECTS/2018/COMBINATION MEADOWS 2ND ADDITION/LOMR/MATERIALS.GPJ



Braun Intertec Corporation
526 10th Street NE, Suite 300
P.O. Box 485
West Fargo, ND 58078

Phone: 701.232.8701
Fax: 701.232.7817
Web: braunintertec.com

August 29, 2018

Project B1803779

Roger E. Kluck, PE
City of Fargo
200 North 3rd Street
Fargo, ND 58102

Re: Borrow Suitability Evaluation
City of Fargo Project FM-17-C1
Bison Meadows Development Levee
University Drive and 70th Avenue South
Fargo, North Dakota

Dear Mr. Kluck:

We are pleased to present this letter summarizing the work we have performed for the above referenced project. The purpose of our work was to evaluate the suitability of the materials encountered in the pond for use as levee backfill and roadway embankment backfill.

Our Understanding of Project

Per our conversations with you we understand that the contractor for the levee and the roads in the Bison Meadow development, KPH, has questioned whether or not the material being taken out of Pond 2 is suitable for placement as levee or roadway embankment fill material.

Scope of Services

On Monday August 27th we visited the site at your request and obtained samples of the materials in the pond excavation. The contractor on the job, KPH, used a backhoe to dig a test pit on the south end of the east side of Pond 2 north of Structure 10. The backhoe used was equipped with the project survey data and the operator was able to provide the elevations at the end of the bucket while excavating. We observed the test pit excavation and collected samples of the materials at various elevations.

Samples from the excavation were returned to our laboratory where they were visually classified in accordance with ASTM D2488. We also performed moisture content tests on the samples.

Our scope also included the preparing this letter containing the results of our sampling and testing and a discussion of the material suitability for use as levee or roadway embankment fill.

Results

KPH excavated the test pit from approximate elevation 896 feet to a bottom elevation of 880 feet. The soils encountered at the surface of the excavation were brown fat clay (ASTM Classification "CH") that was judged to be well over its estimated optimum moisture content. At an approximate elevation of 890 feet, the brown fat clay materials began to gradually mix with gray fat clay soils that were also judged to be over their estimated optimum moisture contents. By elevation 887 the soils were mostly gray and below about elevation 885 the fat clay soils were all gray.

We obtained five (5) samples of the native soils and performed moisture content testing. The moisture content results are provided in the Table 1.

Table 1. Moisture Content Test Results

Sample Elevation (feet)	Moisture Content (%)
896	45
890	53
887	49
883	54
880	53

Discussion

The soils encountered in the test pit performed on August 27, 2018 are consistent with soils common in the Fargo area. The upper layer of predominantly brown fat clay is termed the Sherack Formation and the lower layer of predominantly gray fat clay is termed the Brenna Formation. The elevation where the two layers transition is somewhat variable across Fargo and Moorhead; however, an elevation of about 890 feet is consistent with that noted during our evaluation of the Bison Meadows Levee stability which is located just to the east of the pond along University Drive.

The Sherack Formation clays are distinguishable from the underlying formations due to the typical presence of silt lenses and seams and respectively lower moisture contents and plasticity. The native moisture contents of the Sherack Formation typically range from about 25 to 45 percent, which is near to well above their optimum moisture contents. The liquid limits of these materials typically range from about 50 to 80 percent.

The fat clays from the Brenna Formation are distinguishable from the above Sherack Formation by their lesser amounts of silt lenses and seams, and their higher moisture contents and plasticity. The native moisture contents of the Brenna Formation typically range from about 50 to 70 percent, indicating they are well above their optimum moisture contents. The liquid limits of these materials typically range from about 80 to 120 percent.

City of Fargo
Project B1803779
August 29, 2018
Page 3

City of Fargo Specifications (Specifications) for Flood Control Levees require that fill placed for levees meet the requirements of Impervious Fill per Section 2000 of the Specifications. Impervious Fill is specified as:

“Clay for levees shall be cohesive and consist of material classified by ASTM D-2487 as CL or CH. Gradation shall not have less than 40% by weight passing the No. 200 sieve. The liquid limit (L.L.) shall be greater than 25% and plasticity index (P.I.) greater than 10 percent. The material shall be free of ice, snow, frozen earth, trash, debris, sod, roots, organic matter including silts which are unstable, inorganic materials too wet to be stable or stones larger than 3-inches in any dimension.”

From our visual/manual classification per ASTM D2488 and our experience with these soils across the Fargo-Moorhead area, the soils encountered in the test pit performed on August 27, 2018 in Pond 2 meet the requirements for Impervious Fill and are thus suitable for placement as levee fill. If full laboratory classification is deemed necessary the samples remain in our office and testing can be performed upon request.

Section 2000 of the Specification is titled Excavation, Filling, and Subgrade Preparation which is applicable to the construction of streets in the Bison Meadows development. Paragraph 2.3 of the Section 2000 specifies:

“Borrow material for embankment construction shall meet the requirements for Impervious Fill as described above.”

As stated above all the material encountered in the pond meets the requirements for Impervious Fill and thus is suitable for placement of roadway embankment fill.

City of Fargo
Project B1803779
August 29, 2018
Page 4

Closure

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

Thank you for making Braun Intertec your geotechnical consultant for this project. If you have questions about this report, or if there are other services that we can provide in support of our work to date, please contact Ezra Ballinger at 701.205.2515 (eballinger@braunintertec.com)

Sincerely,

BRAUN INTERTEC CORPORATION



Michael Marquart
Project Manager



Ezra Ballinger, PE
Principal/Senior Engineer

BRAUN
INTERTEC

Roger Kluck

From: Lance Nitschke <Lance@kphinc.net>
Sent: Wednesday, June 13, 2018 6:02 PM
To: Roger Kluck
Cc: Don Weixel; Kevin Morlan; Jason Leonard
Subject: RE: FM-17-C1
Attachments: Attached Image

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

Hello Roger,
Here is 1st week schedule. Will try to schedule out further once we get crew or 3 out there
15' offsets are fine since shallow digging
The foreman Jason would like the stakes on the left side so if you look at sheet 055 01 if we stakes on left side of ST-6
ST-4 ect
Thank you

Lance Nitschke

KPH

Municipal – Heavy – Mechanical – Contractors
9530 39th Street South
Fargo, ND 58104
701-499-7979 – Office
701-499-5219 – Fax
701-361-9325 - Mobile

From: Roger Kluck [mailto:rkluck@FargoND.gov]
Sent: Wednesday, June 13, 2018 7:26 AM
To: Lance Nitschke <Lance@kphinc.net>
Cc: Don Weixel <DWeixel@FargoND.gov>; Kevin Morlan <kmorlan@FargoND.gov>; Jason Leonard <JLeonard@FargoND.gov>
Subject: RE: FM-17-C1

Lance which side of the lines do you want the off-sets and how much off-set?

For the Surveyors there is a revision on the location of the ST-3 and 4 due to the WAPA easement drawing 055-01. Use the revised drawing. There is also revisions to the path drawings 080-01, 085-01, and 085-04.

Roger E. Kluck, PE, CFM
Engineer II Storm Water
City of Fargo
200 N 3rd Street
Fargo, ND 58102

701-241-1537(work)
701-361-5354 (cell)
rkluck@FargoND.gov

From: Lance Nitschke [<mailto:Lance@kphinc.net>]
Sent: Tuesday, June 12, 2018 5:41 PM
To: Roger Kluck <rkluck@FargoND.gov>
Subject: FM-17-C1

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

Hello Roger
My STS pipe & Structures should be on site 6-19-2018 plan to start stripping 6-15-18.
So I would need staking for all the Storm Sewer 6-19-18.

Lance Nitschke
KPH
Municipal – Heavy – Mechanical – Contractors
9530 39th Street South
Fargo, ND 58104
701-499-7979 – Office
701-499-5219 – Fax
701-361-9325 - Mobile

Roger Kluck

From: Eric Merhiy <Eric@kphinc.net>
Sent: Friday, August 31, 2018 5:40 PM
To: Roger Kluck; Thomas Knakmuhs
Cc: Jason Leonard
Subject: KPH Letter FM-17-C1
Attachments: C1 Letter Levee.pdf

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

Hello,

Please see attached letter for FM-17-C1, let me know if you have nay questions. Thanks

Eric Merhiy

President

KPH

Municipal – Heavy – Mechanical – Contractors

9530 39th Street South

Fargo, ND 58104

701-499-7979 – Office

701-499-5219 – Fax

701-361-3412 – Mobile

THIS MESSAGE IS INTENDED FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If you are not the intended recipient, your use of this message for any purpose is strictly prohibited. If you have received this communication in error, please delete the message and notify the sender, so that we may correct our records. Thank you for your cooperation.

 Please consider the environment before printing this email.

KPH, INC. Established 1952
MUNICIPAL • HEAVY • CONTRACTORS

August 31, 2018

Roger E. Kluck
City of Fargo Engineering Department
200 3rd Street North
Fargo, North Dakota 58102
rkluck@FargoND.gov

Re: Bison Meadows Levee and Pond Project
Improvement District No. FM-17-C1

Dear Roger:

This letter supplements our previous communications, and specifically address contract no. FM-17-C1 as requested.

I believe we're all familiar with the issue at this point. To summarize, per Special Instruction to Bidders No. 30 (Plan Sheet 210-5), we were to remove approximately 83,000 CY of fill-haul material from the West Storm Detention Pond Borrow Site and stockpile material intended for use on Project BN-18-A1. That material has been identified as unsuitable for the LOMR fill on that project. In response, we have discussed removing additional suitable material from elevation 890' and above in the West pond, and disposing of unsuitable stockpiled material onsite to replace the subcut.

I agree that the recommendations in your memo dated yesterday will help us mitigate the impact of this change, and will save the City substantial costs versus importing suitable fill from offsite for Project BN-18-A1.

Due to the resulting delays beyond our control, KPH respectfully requests a time extension on this contract. This should extend dates for both substantial completion and final completion. Once we are authorized to proceed, this work could take up to 20 days, depending on weather to complete the Levee portion of the project. KPH agrees with the proposed change for all remainder work to be completed on August 1, 2019.

I understand that the stockpiling of additional material from higher elevations in the West pond will be paid under existing contract line item 28 for an estimated additional 75,000 CY at \$2.95 per CY. Please let me know if I am mistaken.

Yesterday you also requested KPH propose a new item to this contract for the subcut replacement. This work will be similar to fill-haul under line item 28, but less costly because no drying or compaction will be required. Accordingly, our proposed unit price for this item is \$1.85/ CY.

Please advise when we are authorized to proceed. If we can agree in advance to a change order for the subcut replacement, then there would be no reason to pursue a claim. We would also prefer an agreement in advance.



KPH, INC. Established 1952
MUNICIPAL • HEAVY • CONTRACTORS

Please let me know what other information I may provide to facilitate your prompt approval of the plan and our proposal for subcut replacement.

Thank you.

Sincerely,

Eric Merhiy

Eric Merhiy
President



KPH, INC. Established 1952
MUNICIPAL • HEAVY • CONTRACTORS

August 31, 2018

Jason Leonard
City of Fargo Engineering Department
200 3rd Street North
Fargo, North Dakota 58102
J.L.leonard@FargoND.gov

Re: Bison Meadows Addition Underground and Paving Phase II
Improvement District No. BN-18-A1

Dear Jason:

This letter supplements our previous communications, and specifically address contract no. BN-18-A1 as requested.

I believe we're all familiar with the issue at this point. To summarize, per Special Instruction to Bidders No. 13 (Plan Sheet 210-3), stockpiles of material would be available from Contract FM-17-C1, including 83,526 CY available for LOMR lots. The quantities of fill suitable for the lots is substantially less due to large quantities of unsuitable material that were not anticipated and therefore not accounted for in the Special Instructions to Bidders.

I agree that the recommendations in your memo dated yesterday will help us mitigate the impact of this change, and will save the City substantial costs versus importing suitable fill from offsite.

Due to the resulting delays beyond our control, KPH respectfully requests a time extension on this contract. This should extend dates for both substantial completion and final completion. Once we are authorized to proceed on project FM-17-C1, it could take up to 60 days to complete this project.

Yesterday we discussed the City's proposal to waive liquidated damages for LOMR lot fill work only. As discussed, the lots have to be completed before or simultaneously with roadway development in order to avoid blistering the completed / paved roadway and delaying completion further. We will absolutely make a reasonable concerted effort to make progress on both projects. As discussed, liquidated damages should be waived for LOMR work, the levee, and roadway development along with associated items.

Please advise when we are authorized to proceed on both jobs. And please let me know what other information I may provide to facilitate your prompt approval of the plan to move forward.

Thank you.

Sincerely,
Eric Merhiy

Eric Merhiy
President





BLOCK TWO

3

66TH AVENUE SOUTH

15TH STREET SOUTH

Nov 1, 2018

4

7

68TH AVENUE SOUTH 1

Oct 15, 2018

15TH STREET SOUTH

2 69TH AVENUE SOUTH

BLOCK TEN

70TH AVENUE SOUTH

MGB 1ST ADD.

↑ N

22 21 20 1

32-1

September 19, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. NN-18-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, September 19, 2018, for Storm Sewer Lift Station, Storm Sewer & Incidentals, Improvement District No. NN-18-A1, located at the new west expansion of Drain 27 to connect to Grayland Addition.

The bids were as follows:

CC Steel, LLC	\$1,498,468.20
John T. Jones Construction	\$1,546,891.00
Swanberg Construction, Inc.	\$1,554,498.75
Key Contracting, Inc.	\$1,628,812.00
Industrial Contract Services	\$1,698,272.75
Industrial Builders, Inc.	\$1,911,991.80
Engineer's Estimate	\$1,773,168.50

The special assessment escrow is not required.

This office recommends award of the contract to CC Steel, LLC in the amount of \$1,498,468.20 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # NN-18-A1
Storm Sewer Lift Station, Storm Sewer & Incidentals

Project installs a lift station on the new west expansion of Drain 27 to connect to Grayland Addition and to provide flow conduit for future transmission of water from Sheyenne River into Red River thru existing Drain 27.

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 Tom Knakmuhs, do hereby certify as follows:

That I am the Division 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, Storm Sewer & Incidentals Improvement District # NN-18-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous				
1 Mobilization	LS	1.00	50,000.00	50,000.00
2 F&I Swing Gate	EA	1.00	3,200.00	3,200.00
3 F&I Fence Ornamental	LF	90.00	245.00	22,050.00
			Miscellaneous Total	75,250.00
Sanitary Sewer				
4 Plug Pipe 10" Dia	EA	2.00	1,500.00	3,000.00
5 Remove Pipe All Sizes All Types	LF	35.00	25.00	875.00
			Sanitary Sewer Total	3,875.00
Storm Sewers				
6 F&I Trash Guard	EA	2.00	950.00	1,900.00
7 Abandon Gatewell	EA	1.00	15,000.00	15,000.00
8 F&I Lift Station	LS	1.00	832,649.90	832,649.90
9 F&I Lift Station Pumps & Controls	LS	1.00	171,410.80	171,410.80
10 Remove Pipe All Sizes All Types	LF	401.00	55.00	22,055.00
11 F&I Pipe 24" Dia Reinf Conc	LF	178.00	135.00	24,030.00
12 F&I Rip Rap Rock	CY	80.00	80.00	6,400.00
13 Remove Rip Rap Rock	LS	1.00	2,500.00	2,500.00
14 F&I Flared End Section 24" Dia Reinf Conc	EA	2.00	1,500.00	3,000.00
15 F&I Box Culvert 8'x4' Wide Reinf Conc	LF	195.00	1,100.00	214,500.00
			Storm Sewers Total	1,293,445.70
Excavation, Filling and Subgrade Preparation				
16 Topsoil - Strip & Spread	CY	1,065.00	24.00	25,560.00
17 Fill - Import	CY	1,000.00	13.00	13,000.00
			Excavation, Filling and Subgrade Preparation Total	38,560.00
Geotextiles and Geogrids				
18 F&I NonWoven Geotextile	SY	95.00	3.00	285.00
19 F&I Woven Geotextile	SY	1,790.00	3.00	5,370.00
			Geotextiles and Geogrids Total	5,655.00
Aggregate Bases				
20 F&I Class 5 Agg - 9" Thick	SY	480.00	12.00	5,760.00
21 F&I Class 5 Agg - 7" Thick	SY	850.00	10.00	8,500.00
22 F&I Traffic Surface Gravel	TON	76.00	15.00	1,140.00
			Aggregate Bases Total	15,400.00
Concrete Paving and Curbs & Gutters				
23 F&I Pavement 8" Thick Reinf Conc	SY	435.00	77.00	33,495.00
			Concrete Paving and Curbs & Gutters Total	33,495.00
Turf Establishment				

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # NN-18-A1

Storm Sewer Lift Station, Storm Sewer & Incidentals

24 Mulching Type 1 - Hydro	SY	6,710.00	1.00	6,710.00
25 Seeding Type B	SY	8,050.00	0.75	6,037.50
			Turf Establishment Total	12,747.50
Erosion and Sediment Control				
26 Stormwater Management	LS	1.00	2,500.00	2,500.00
27 Temp Construction Entrance	EA	1.00	2,500.00	2,500.00
28 Concrete Washout Area	EA	1.00	2,500.00	2,500.00
29 F&I Erosion Control Blanket Type 1	SY	1,340.00	2.25	3,015.00
30 Sediment Control Log 10" to 15" Dia	LF	3,175.00	3.00	9,525.00
			Erosion and Sediment Control Total	20,040.00
			Total Construction in \$	1,498,468.20
			Legal & Misc	3.00 % 44,954.05
			Contingencies	10.00 % 149,846.82
			Administration	3.87 % 57,990.72
			Interest	4.00 % 59,938.73
			Outside Engineering	15.00 % 224,770.23
			Total Estimated Costs	2,035,968.74
			Special Assessments	1,332,923.68
			Utility Funds - Water - 501	703,045.08
			Unfunded Costs	-0.02

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

Date: 09/19/2018



Tom Knakmuhs

Division Engineer



32-2

September 19, 2018

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. UN-18-B1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, September 19, 2018, for Sanitary Sewer, Water Main, Storm Sewer & Incidentals, Improvement District No. UN-18-B1, located at 23rd Avenue South and 41st Street South.

The bids were as follows:

Fox Underground, Inc.	\$662,801.75
Dakota Underground Co.	\$678,528.60
Dirt Dynamics, LLC	\$700,219.31
Ryan Contracting	\$748,234.80
CC Steel, LLC	\$873,715.50
R L Larson Excavating, Inc.	\$881,504.30
J.R. Ferche, Inc.	\$1,067,002.70

Engineer's Estimate \$870,587.60

The special assessment escrow is not required.

This office recommends award of the contract to Fox Underground, Inc. in the amount of \$662,801.75 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # UN-18-B1
Sanitary Sewer, Water Main, Storm Sewer & Incidentals

23rd Avenue South and 41st Street South

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 Tom Knakmuhs, do hereby certify as follows:

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

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

Sanitary Sewer, Water Main, Storm Sewer & Incidentals Improvement District # UN-18-B1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Manhole 4' Dia Reinf Conc	EA	10.00	4,000.00	40,000.00
2 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	6,500.00	6,500.00
3 Connect Pipe to Exist Pipe	EA	3.00	1,100.00	3,300.00
4 F&I Pipe SDR 35 - 10" Dia PVC	LF	80.00	28.00	2,240.00
5 F&I Pipe SDR 35 - 12" Dia PVC	LF	838.00	30.00	25,140.00
6 F&I Pipe w/GB SDR 26 - 24" Dia PVC	LF	40.00	130.00	5,200.00
7 F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	50.00	55.00	2,750.00
8 F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	578.00	66.00	38,148.00
9 F&I Pipe SDR 26 - 6" Dia PVC	LF	126.00	20.00	2,520.00
10 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	120.00	60.00	7,200.00
			Sanitary Sewer Total	132,998.00
Water Main				
11 F&I Fittings C153 Ductile Iron	LB	2,667.00	4.25	11,334.75
12 F&I Hydrant	EA	3.00	3,800.00	11,400.00
13 Relocate Hydrant	EA	1.00	550.00	550.00
14 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	41.00	28.00	1,148.00
15 F&I Pipe C900 DR 18 - 10" Dia PVC	LF	110.00	32.00	3,520.00
16 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	2,380.00	38.00	90,440.00
17 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	58.00	48.00	2,784.00
18 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	200.00	60.00	12,000.00
19 F&I Gate Valve 6" Dia	EA	4.00	1,100.00	4,400.00
20 F&I Gate Valve 12" Dia	EA	10.00	2,800.00	28,000.00
			Water Main Total	165,576.75
Storm Sewer				
21 F&I Pipe SDR 26 - 12" Dia PVC	LF	174.00	22.00	3,828.00
22 F&I Manhole 4' Dia Reinf Conc	EA	4.00	2,400.00	9,600.00
23 F&I Manhole 5' Dia Reinf Conc	EA	8.00	3,800.00	30,400.00
24 F&I Manhole 6' Dia Reinf Conc	EA	5.00	4,500.00	22,500.00
25 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	6.00	2,700.00	16,200.00
26 F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	2,100.00	12,600.00
27 F&I Inlet - Round (RDI) Reinf Conc	EA	3.00	1,100.00	3,300.00
28 F&I Pipe Arch Equiv 30" Reinf Conc	LF	174.00	105.00	18,270.00
29 F&I Pipe 15" Dia Reinf Conc	LF	204.50	30.00	6,135.00
30 F&I Pipe 24" Dia Reinf Conc	LF	75.00	43.00	3,225.00
31 F&I Pipe 27" Dia Reinf Conc	LF	314.00	54.00	16,956.00
32 F&I Pipe 30" Dia Reinf Conc	LF	1,136.00	62.00	70,432.00
33 F&I Pipe 33" Dia Reinf Conc	LF	53.00	85.00	4,505.00
34 F&I Pipe w/GB 15" Dia Reinf Conc	LF	262.50	38.00	9,975.00
35 F&I Pipe w/GB 18" Dia Reinf Conc	LF	186.00	50.00	9,300.00

ENGINEER'S STATEMENT OF ESTIMATED COST

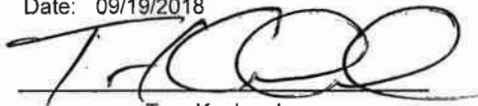
IMPROVEMENT DISTRICT # UN-18-B1

Sanitary Sewer, Water Main, Storm Sewer & Incidentals

36 F&I Pipe w/GB 27" Dia Reinf Conc	LF	15.00	70.00	1,050.00
37 F&I Pipe w/GB 30" Dia Reinf Conc	LF	200.00	80.00	16,000.00
38 Connect Pipe to Exist Pipe	EA	2.00	350.00	700.00
39 F&I Pipe SDR 35 - 21" Dia PVC	LF	504.00	38.00	19,152.00
			Storm Sewer Total	274,128.00
Miscellaneous				
40 Remove Pavement All Thicknesses All Types	SY	122.00	15.00	1,830.00
41 Topsoil - Strip	LS	1.00	65,000.00	65,000.00
42 Stormwater Management	LS	1.00	1,500.00	1,500.00
43 Temp Construction Entrance	EA	2.00	1,500.00	3,000.00
44 Mulching Type 1 - Hydro	SY	2,500.00	0.40	1,000.00
45 Mulching Type 2 - Straw	SY	22,110.00	0.15	3,316.50
46 Seeding Type C	SY	22,110.00	0.25	5,527.50
47 Inlet Protection - Existing Inlet	EA	6.00	225.00	1,350.00
48 Inlet Protection - New Inlet	EA	17.00	225.00	3,825.00
49 Traffic Control - Type 1	LS	1.00	1,500.00	1,500.00
50 Temp Fence - Safety	LS	1.00	750.00	750.00
51 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	20.00	75.00	1,500.00
			Miscellaneous Total	90,099.00
			Total Construction in \$	662,801.75
		Engineering	11.00 %	72,908.19
		Legal & Misc	3.00 %	19,884.05
		Contingencies	10.00 %	66,280.18
		Administration	6.00 %	39,768.10
		Interest	4.00 %	26,512.07
		Total Estimated Costs		888,154.34
		Special Assessments		888,154.35
		Unfunded Costs		-0.01

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

Date: 09/19/2018



Tom Knakmuhs

Division Engineer

