

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 6, 2022).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

1. Receive and file the following Ordinances:
  - a. Relating to Impounded Animals – Procedure for Impounding.
  - b. Relating to the International Building Code (Child Care Facility Bathtub/Shower Requirements).
2. 1st reading, as amended, of an Ordinance Relating to Wildlife Management Program-Regulations.
3. Applications for Games of Chance:
  - a. 4 Luv of Dog Rescue for a raffle on 11/5/22.
  - b. Eventide Senior Living Communities for a raffle and raffle board on 10/21/22.
  - c. Red River Children's Advocacy Center for a raffle and raffle board on 10/27/22.
  - d. Oak Grove Lutheran School for a raffle on 10/8/22.
4. Extension of the Class "FA" Alcoholic Beverage License for Johnny Carino's until 3/31/23.
5. Change Order No. 1 in the amount of \$80,200.00 and time extension to the substantial and final completion dates to 10/10/22 and 10/31/22 for Project No. SR-22-A1.
6. Receive and file General Fund – Budget to Actual through August 2022.
7. State Water Commission request for cost reimbursement for the Fargo Moorhead Metropolitan Area Flood Risk Management Project in the amount of \$2,374,484.13.
8. Contract Agreement for Services with Soul Solutions.
9. Agreement for Services with Great Outcomes Consulting, LLC.
10. Financial Award from the ND Department of Commerce/DCS for the North Dakota Homeless Grant for the Gladys Ray Shelter.
11. Notice of Grant Award Funding with the North Dakota Department of Health for the detection and mitigation of COVID-19 in homeless shelters (CFDA #92.323).
12. Bob Woodruff Foundation Grant for the ND Cares Veteran Program.

- Page 2
13. Notice of Grant Award from the ND Department of Environmental Quality for abandoned autos.
  14. Set October 3, 2022 at 5:15 p.m. as the date and time for a Public Hearing on a dangerous building located at 714 12th Street North.
  15. Resolution Approving Plat of Sanders Addition.
  16. Request to draft and publish a Request for Proposals for the Growth Plan.
  17. Federal Bureau of Investigation Minneapolis Safe Streets Violent Crimes Task Force Memorandum of Understanding with the Fargo Police Department.
  18. Bid award for street snow plowing assistance (RFP22118).
  19. Sixth Amendment to Parking Management Agreement with Interstate Parking Company of North Dakota, LLC.
  20. Authorization to begin the process for selling land and to establish a Solid Waste Capital Fund for the proceeds.
  21. Payment to Cass County Electric Cooperative in the amount of \$47,055.70 for installation of a new transformer (Project No. SW 22-06).
  22. Contract and bond for Project No. SW 22-05.
  23. ND Department of Transportation Section 5339 Transit Grant Agreement (CFDA #20.526).
  24. Bills.
  25. Agreement for Professional Services with Apex Engineering Group, Inc. for Improvement District No. BR-23-A2.
  26. Change Order No. 2 in the amount of \$32,770.31 for Improvement District No. BN-22-K1.
  27. Change Order No. 4 in the amount of \$24,726.15 and time extension to the substantial and final completion dates to 10/15/22 and 11/14/22 for Improvement District No. BR-21-C1.
  28. Create Improvement District No. BR-23-B.

#### REGULAR AGENDA:

29. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**
30. **\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**
  - a. CONTINUE TO 10/3/22 - Application filed by Roosevelt Family Lofts, LLC for a property tax exemption for a project to be located at 711 10th Avenue North which the applicant will use for market rate multi-family housing and property management services; continued from the 8/22/22 and 9/6/22 Regular Meetings.
  - b. Hearing on a dangerous building located at 924 5th Street South.

- c. Special Assessments for the 2021 New and Reconstruction of City Ordered Sidewalks (Project No. SR-21-A).
  - d. Special Assessment list for the following Improvement Districts, all having been approved by the Special Assessment Commission on 8/18/22:
    - 1. Alley Paving No. AN-20-C.
    - 2. P.C. Concrete Alley Paving, Water Main and Incidentals No. AN-20-E.
    - 3. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals No. BN-20-H.
    - 4. Sanitary Sewer, Water Main, Storm Sewer, Paving and Incidentals No. BN-20-L.
    - 5. Sanitary Sewer, Water Main, Storm Sewer, Paving and Incidentals No. BN-20-M.
    - 6. New Paving and Utility Construction No. BN-21-C.
    - 7. New Paving and Utility Construction No. BN-21-G.
    - 8. New Paving and Utility Construction No. BN-21-J.
    - 9. New Paving and Utility Construction No. BN-21-K.
    - 10. Water Main Replacement, Street Reconstruction and Incidentals No. BR-21-A.
    - 11. Storm Sewer Lift Station, Retention Pond and Incidentals No. NN-19-A.
    - 12. Asphalt Wear Course No. PN-21-A.
    - 13. Asphalt Mill and Overlay No. PR-21-C.
    - 14. Asphalt Paving Rehab/Reconstruction No. PR-21-G.
    - 15. New Utility Construction No. UN-21-A.
  - e. Public comment on the 2023 preliminary budget and recommended tax levies; continued from the 9/6/22 Regular Meeting.
- 31. Recommendation to approve the benefit renewals, as outlined, with a renewal date of January 1, 2023.
  - 32. 2nd reading of the following Ordinances; 1st reading, 8/22/22:
    - a. Relating to Noise Control and Radio Interference.
    - b. Relating to Use and Care of Streets and Sidewalks.
  - 33. Commissioner Piepkorn would like to have a discussion about restoring Downtown Public Safety.
  - 34. Request from Jade Presents for an extension to the Moratorium for Sound Amplifying Equipment Used Outdoors.
  - 35. Recommendation for appointments to the following Boards and Commissions:
    - a. Planning Commission.
    - b. Housing and Redevelopment Authority.
  - 36. Liaison Commissioner Assignment Updates.

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

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

CITY ATTORNEY  
Nancy J. Morris

OFFICE OF THE  
CITY ATTORNEY



September 12, 2022

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

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

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

RE: Ordinance amendment: "Impounded animals - procedure for impounding."

Dear Mayor Mahoney and Commissioners,

At the request of the commission, I am enclosing for your consideration, amendments to Fargo Municipal Code section 12-0106, "Impounded animals - procedure for impounding." The revised ordinance was drafted with the assistance of Captain Helmick of the Fargo Police.

Fargo Municipal Code section 12-0106 currently requires every police officer to apprehend and impound dogs or cats running at large: "It shall be the duty of every police officer or any other person... to apprehend any dog or cat running at large..." This requirement puts a strain on police officer time and resources. In addition, the Community Resource Officers often have specific skills and equipment to catch and transport the animals at large. The proposed amendment will make the ordinance permissive rather than mandatory. Community Resource Officers will continue to handle animal at large situations while police officers may assist when appropriate.

In addition, other parts of this ordinance (which was last amended in 1964) contain outdated and unnecessary language. The proposed amendment deletes the requirement to separate licensed and unlicensed dogs and expands the dated term "poundmaster."

**Suggested Motion:** I move to receive and file the following ordinance amending Fargo Municipal Code section 12-0106, of Article 12-01, of Chapter 12, relating to "Impounded animals - procedure for impounding," and to place the ordinance on for first reading at the next regularly-scheduled City of Fargo Commission meeting.

Sincerely,



William Wischer

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 12-0106  
OF ARTICLE 12-01 OF CHAPTER 12 OF THE FARGO MUNICIPAL CODE  
RELATING TO IMPOUNDED ANIMALS - PROCEDURE FOR IMPOUNDING.

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.

12-0106. - Impounded animals - procedure for impounding.

~~It shall be the duty of every police officer or any and other persons designated by the board of city commissioners to may apprehend any dog or cat found running at large contrary to the provisions of this article and to may impound such dog or cat in the city pound, if one is maintained, or other suitable place selected by the chief of police for the impounding of animals. The poundmaster or designated pound representative, upon receiving any dog or cat, shall make a complete registry, entering the breed, color, and sex of such dog or cat and whether licensed for the current year. If licensed, he shall enter the name and address of the owner and the number of the license tag. Licensed animals shall be separated from unlicensed~~

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

animals:

Section 2. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication

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**CITY ATTORNEY**  
Nancy J. Morris

**OFFICE OF THE  
CITY ATTORNEY**

16

**SERKLAND LAW FIRM**

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

**ASSISTANT CITY ATTORNEYS**

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

September 15, 2022

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

**RE: An Ordinance Amending Section 21-0102 Relating to Child Day Care Facility  
Bathtub/Shower Requirements**

Dear Commissioners,


Enclosed for your approval is an ordinance amending Section 21-0102 of the Fargo Municipal Code relating to child day care facility bathtub/shower requirements. At its September 6<sup>th</sup>, 2022 meeting, Fargo City Commissioner Arlette Preston brought forth an item which addressed removing the bathtub/shower requirements for child day care facilities found in the 2021 International Building Code (which is adopted by reference in Chapter 21 of the Fargo Municipal Code). At this meeting, the Board of City Commission directed the City Attorney's Office to amend city ordinance to exempt child day care facilities from the bathtub/shower requirements.

As a result, I am remitting to you for your approval, an ordinance amending Section 21-0102 of the Fargo Municipal Code.

**Suggested Motion:** I move to receive and file an ordinance amending Section 21-0102 of Chapter 21 of the Fargo Municipal Code relating to child care facility bathtub/shower requirements and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

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

Sincerely,



Alissa R. Farol  
Assistant City Attorney

Enc.

cc: Arlette Preston, Fargo City Commissioner  
Shawn Ouradnik, Inspections Director

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 21-0102  
OF CHAPTER 21 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL BUILDING CODE

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

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

WHEREAS, 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

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 21-0102 of Chapter 21 of the Fargo Municipal Code is hereby amended to read as follows:

**Table 2902.1** is hereby amended to read as follows:

No.	Classification	Description	Minimum Number of Required Plumbing Fixtures				
			Water Closets	Lavatories	Bathtubs/ Showers	Drinking Fountains	Other
5	Institutional	Adult day care and child day care	1 per 15	1 per 15	1	1 per 100	1 service sink

(Balance of table remains unchanged.)



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 2. Effective Date.

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

(SEAL)

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

2

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTIONS 12-0406 AND 12-0408 AND REPEALING  
SECTIONS 12-0402, 12-0405, 12-0407 AND 12-0408 OF ARTICLE 12-04 OF  
CHAPTER 12 OF THE FARGO MUNICIPAL CODE  
RELATING TO WILDLIFE MANAGEMENT PROGRAM-REGULATIONS

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

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

WHEREAS, 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

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 12-0401 of Article 12-04 of Chapter 12 of the Fargo Municipal Code is hereby amended as follows:

**12-0401. – City Wildlife Management Program.**

The board of city commissioners deems it necessary and appropriate to establish a Wildlife Management Program within the city limits of Fargo. Through this program, the city may authorize persons to use an archery device for purposes of meeting the goals of the program. The board of city commissioners shall have authority to adopt such rules and regulations as are necessary to implement the Wildlife Management Program.

Section 2. Repeal.

Section 12-0402 of Article 12-04 of Chapter 12 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 3. Repeal.

Section 12-0404 of Article 12-04 of Chapter 12 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 4. Repeal.

Section 12-0405 of Article 12-04 of Chapter 12 of the Fargo Municipal Code is hereby repealed in its entirety.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 5. Amendment.

Section 12-0406 of Article 12-04 of Chapter 12 of the Fargo Municipal Code is hereby amended as follows:

**12-0406. Rules and regulations of participation.**

- A. Eligibility for participation in the Wildlife Management Program ~~is limited to persons eighteen years of age or older~~ is governed by applicable North Dakota Game and Fish regulations.
- B. ~~Any person participating in the Wildlife Management Program shall:~~
  - 1. ~~Pass an archery safety and program training course, to include a proficiency test;~~
  - 2. ~~Apply for and obtain a city of Fargo permit to participate in the program and pay any related fee;~~
  - 3. ~~Obtain a North Dakota Game and Fish Department special archery license and tag;~~
  - 4. ~~Obtain written permission from the landowner prior to entering upon private property and carry proof of such written authorization;~~
  - 5. ~~Permanently mark all arrows in his or her possession with the participant's last name and city of Fargo permit number;~~
  - 6. ~~Comply with any rules and regulations governing the Wildlife Management Program;~~
  - 7. ~~Comply with all other applicable archery rules and regulations issued by the North Dakota Game and Fish Department; and~~
  - 8. ~~Follow all North Dakota Game and Fish Department guidelines regarding field dressing and processing of the animal.~~
- C. ~~Nothing in this article shall authorize the parking or standing of vehicles on private property without the consent of the property owner or the parking or standing of any vehicles in violation of the Fargo Municipal Code.~~

Section 6. Repeal.

Section 12-0407 of Article 12-04 of Chapter 12 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 7. Repeal.

Section 12-0408 of Article 12-04 of Chapter 12 of the Fargo Municipal Code is hereby repealed in its entirety.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 8. Amendment.

Section 12-0409 of Article 12-04 of Chapter 12 of the Fargo Municipal Code is hereby amended as follows:

**12-0409. Penalty for violations.**

Any person, entity, or group of individuals who violate any provision of this article, other than the unlawful carrying, possession, or discharge of a weapon as described in section 10-0304, or who fail to follow any related rules or regulations, shall be charged with an infraction, punishable by a fine not to exceed ~~\$500.00~~1,000.00.

Section 7. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:



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

\$25.00  
 cc  
 9-2-22

300

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

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

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

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

Name of Organization or Group of People permit is issued to 4 Luv of Dog Rescue	Dates of Activity	If raffle, provide drawing date 11/05/2022	
Organization or Group Contact Person Savanna Leach	Title or Position Fundraising Coordinator	Telephone Number 701-388-1700	
Business Address PO Box 9283	City Fargo	State ND	ZIP Code 58016-9283
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Holiday Inn			
Site Address 3803 13th Ave S	City Fargo	ZIP Code ND	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Cash Raffle	50% Raffle Cash (approximately)	\$1,200.00
Total (limit \$40,000 per year)		

Intended Uses of Gaming Proceeds

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

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

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

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

Organization or Group Contact Person

Name Savanna Leach	Title Fundraising Coordinator	Telephone Number 701-388-1700	E-mail Address savanna@4luvofdog.org
Signature of Organization or Group's Top Official <i>Savanna Leach</i>		Title President	Date 9/1/22



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

36

\$25.00  
 9-7-22  
 CC

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

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

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

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

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

Name of Organization or Group of People permit is issued to Eventide Senior Living Communities	Dates of Activity	If raffle, provide drawing date 10/21/2022	
Organization or Group Contact Person Nonda Mack	Title or Position Foundation Exec Director	Telephone Number 218-291-2287	
Business Address 801 Main Ave #201	City Moorhead	State MN	ZIP Code 56560
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Avalon Events Center			
Site Address 2525 9th Ave S	City Fargo	ZIP Code 58103	County Cass

**Description and Retail Value of Prizes to be Awarded**

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Bertello outdoor pizza oven bundle	\$469.99
Raffle Board	Medora package - musical, fondue, hotel, swag	\$438.95
Raffle (Paddle)	Swite Shots party package	\$400.00
Raffle (Paddle)	Split the Pot (50/50)	\$3,125.00
Total (limit \$40,000 per year)		\$4,433.94

Intended Uses of Gaming Proceeds  
 Programming and equipment for our 5 Senior Living Communities - Fargo, West Fargo, Moorhead, Jamestown, Devils Lake

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

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

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

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

**Organization or Group Contact Person**

Name Nonda Mack	Title Foundation Exec Director	Telephone Number 218-291-2287	E-mail Address nonda.mack@eventide.org
Signature of Organization or Group's Top Official 		Title CEO	Date 9/7/2022



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

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3107  
25.00  
9/9/22

Applying for (check one)

Local Permit       Restricted Event Permit\*

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

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

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

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

Name of Organization or Group of People permit is issued to Red River Children's Advocacy Center	Dates of Activity 10/27/2022	If raffle, provide drawing date 10/27/2022	
Organization or Group Contact Person Heidi Schultz	Title or Position Development Director	Telephone Number 701-234-4583	
Business Address 100 4th ST. S. Suite 302	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Hilton Garden Inn			
Site Address 4351 17th Ave. S	City Fargo	ZIP Code 58103	County Cass

### Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	50% of the total funds to be paid out to the winner.	\$5000
Number Board	Numbers are purchased and winning number selected wins a prize	\$1000
Putting Green	Balls are purchased and name gets put in to a drawing for a prize.	\$1000
Heads & Tails	Purchase Paddles and play to win a prize	\$1000
Total (limit \$40,000 per year)		8,000

Intended Uses of Gaming Proceeds  
Proceeds will to directly to the charity

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

Yes     No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

Yes     No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

No     Yes - Total Retail Value: \_\_\_\_\_ (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)

Yes     No

### Organization or Group Contact Person

Name Heidi Schultz	Title Development Director	Telephone Number 701-234-4583	E-mail Address development@rrcac.com
Signature of Organization or Group's Top Official <i>Heidi Schultz</i>		Title Executive Director	Date 8/22/22



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

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

30d

✓ 5245  
 25.00  
 9/13/22

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

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

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

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

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

Name of Organization or Group of People permit is issued to <i>Oak Grove Lutheran School</i>	Dates of Activity	If raffle, provide drawing date <i>10/8/22</i>	
Organization or Group Contact Person <i>Shellie Simonson Olsen</i>	Title or Position <i>Development Rel.</i>	Telephone Number <i>701.373.7196</i>	
Business Address <i>124 N Terrace</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58104</i>
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) <i>Holiday Inn, Great Harvest Room</i>			
Site Address <i>3803 13<sup>th</sup> Ave S</i>	City <i>Fargo</i>	ZIP Code <i>58103</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>Raffle</i>	<i>Visa Gift Card</i>	<i>\$500<sup>00</sup></i>
<i>Raffle</i>	<i>2022 Oculus Quest 2 All in One VR Headset</i>	<i>\$1649<sup>00</sup></i>
Total (limit \$40,000 per year)		<i>\$ 1149<sup>00</sup></i>

Intended Uses of Gaming Proceeds

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

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

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

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

Organization or Group Contact Person

Name <i>Bob Otterson</i>	Title <i>President</i>	Telephone Number <i>701.373.7116</i>	E-mail Address <i>bob.otterson@oakgrovelutheran.com</i>
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title <i>President</i>	Date <i>09-13-2022</i>



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**AUDITOR'S OFFICE**

Fargo City Hall  
225 4th Street North  
PO Box 2471  
Fargo, ND 58108  
Phone: 701.241.8108 | Fax: 701.241.8184  
www.FargoND.gov

**MEMORANDUM**

---

**TO:** Board of City Commissioners  
**FROM:** Steven Sprague, City Auditor  
**SUBJECT:** Johnny Carino's Liquor License Extension  
**DATE:** September 14, 2022

The Auditor's office received a request to extend the Johnny Carino's Class FA alcoholic beverage license. This license was purchased in 2005 and the store is closing due to lack of employees to properly maintain the restaurant. The license is grandfathered in as the ordinance that prohibits selling the license was enacted in 2014. The management would like to actively pursue selling the license.

The request is a six-month extension of ordinance 25-1512 on liquor license to allow time to sell and transfer the license to a new entity.

**Recommended Motion:**

Approve a six-month extension of ordinance 25-1512 until March 31, 2023 for the Johnny Carino's class FA liquor license.



September 14<sup>th</sup>, 2022

Fargo City Commission  
225 4<sup>th</sup> St N  
Fargo, ND 58102  
Attn: Steve Sprague

Hello Steve

Thank you for talking with me today. I would like to apply for the 6 month extension for our liquor license sale. We need the extra time to complete the sale of the license and/or the business. I believe it is under ordinance 25-15. Please let me know if you need any further information from us.

Thank you

A handwritten signature in black ink that reads "Todd G. Porter". The signature is written in a cursive style with a large, prominent initial "T".

Todd Porter  
Owner

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

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Project No. SR-22-A1

Type: Change Order #1 & Time Extension

Location: Citywide

Date of Hearing: 9/12/2022

<u>Routing</u>	<u>Date</u>
City Commission	9/19/2022
PWPEC File	X
Project File	Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, regarding Change Order #1 in the amount of \$80,200.00 for additional work, along with the associated time extension to the Substantial and Final Completion Dates as shown below:

<b>Original Completion Dates</b>	<b>Revised Previously</b>	<b>Revised This Memo</b>
Substantial – September 9, 2021 Final – September 30, 2021	- -	Substantial – October 10, 2022 Final – October 31, 2022

Staff is recommending approval of Change Order #1 in the amount of \$80,200.00 and the time extension to the Substantial and Final Completion Dates as described above.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #1 and the time extension to Master Construction.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$80,200.00, bringing the total contract amount to \$914,905.00 and the time extension to the Substantial and Final Completion Dates adjusting the dates to October 10, 2022 and October 31, 2022 to Master Construction.

PROJECT FINANCING INFORMATION:

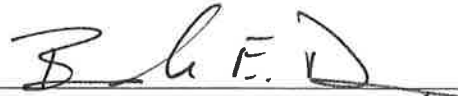
Recommended source of funding for project: Sales Tax & Special Assessments

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

COMMITTEE

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

ATTEST:

  
Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC  
**From:** Brandon Beaudry, Project Inspector  
**Date:** September 8, 2022  
**Re:** Project No. SR-22-A1 (Sidewalk & Shared Use Path Rehab/Reconstruction)  
 Change Order #1 and Time Extension

**Background:**

Project #SR-22-A1 is for Sidewalk & Shared Use Path Rehab/Reconstruction. This change order is for additional spot repair sidewalk added to the contract through public complaints. Various areas citywide.

The attached change order in the amount of \$80,200 which increases the total contract amount to \$914,905, is for additional work as shown on Change Order #1. A description of the additional work can be seen on the attached change order.

Master Construction is requesting a 31-day time extension to complete the additional sidewalk reconstruction work added to the contract.

This Project is funded by sales tax and special assessments.

**Recommended Motion:**

Approve Change Order #1 in the amount of \$80,200 with a 31-day time extension to Master Construction.

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – September 9, 2022 Final – September 30, 2022	- -	Substantial – October 10, 2022 Final – October 31, 2022

Attachment

**C:** Tom Knakmuhs  
 Kristy Schmidt



**CHANGE ORDER REPORT**  
**SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION**  
**PROJECT NO. SR-22-A1**  
**VARIOUS AREAS CITY WIDE**

Change Order No 1      Change Order Date 9/8/2022  
 Contractor Master Construction Co Inc

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

**EXPLANATION OF CHANGE**      Change Order # 1

Change order regarding additional reconstruction sidewalk added from public complaints and time extension

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 (\$)
Assessed	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	2865		2865	260	3125	\$107.00	\$27,820.00
	2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	406		406	50	456	\$120.00	\$6,000.00
	3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	40		40	50	90	\$150.00	\$7,500.00
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	2531		2531	45	2576	\$72.00	\$3,240.00
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	40		40	50	90	\$90.00	\$4,500.00
City Paid	8	Rem & Repl Curb & Gutter	LF	197		197	175	372	\$70.00	\$12,250.00
	9	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	987		987	100	1087	\$107.00	\$10,700.00
	10	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	224		224	50	274	\$120.00	\$6,000.00
	11	F&I Sidewalk 4" Thick Reinf Conc	SY	82		82	20	102	\$75.00	\$1,500.00
<b>Assessed Sub Total</b>										<b>\$49,060.00</b>

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 (\$)
	19	Remove Driveway All Thicknesses All Types	SY	20		20	46	66	\$15.00	\$690.00
									<b>City Paid Sub Total</b>	<b>\$31,140.00</b>

Summary.

Source Of Funding	Assessed/Infrastructure sales tax
Net Amount Change Order # 1 (\$)	\$80,200.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$834,705.00
Total Contract Amount (\$)	\$914,905.00

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

CONTRACT DATES

Current Substantial Completion Date	9/9/2022	Current Final Completion Date	9/30/2022
Additional Days Substantial Completion	31	Additional Days Final Completion	31
New Substantial Completion Date	10/10/2022	New Final Completion Date	10/31/2022

**Interim Completion Dates**

APPROVED  
For Contractor  
Title

9/8/22  
  
Controller

APPROVED DATE  
Department Head  
Mayor  
Attest







**CITY OF FARGO  
GENERAL FUND - BUDGET TO ACTUAL  
THROUGH AUGUST 2022  
(UNAUDITED)**

	<b>2022 BUDGET</b>	<b>2022 ACTUAL</b>	<b>VARIANCE</b>
<b>REVENUES:</b>			
Taxes	\$ 35,073,464	\$ 34,510,833	\$ (562,631)
Licenses & Permits	4,200,904	4,626,413	425,509
Fines & Traffic Tickets	1,543,974	955,180	(588,794)
Intergovernmental Revenue	13,500,343	11,318,122	(2,182,221)
Charges for Services	8,987,828	8,647,453	(340,375)
Interest	1,506,656	2,017,971	511,315
Miscellaneous Revenue	2,652,799	845,452	(1,807,347)
Transfers In	9,751,911	6,269,142	(3,482,769)
<b>Total Revenues</b>	<b>\$ 77,217,879</b>	<b>\$ 69,190,566</b>	<b>\$ (8,027,313)</b>
<b>EXPENDITURES:</b>			
City Administrator	\$ 6,250,717	\$ 6,116,523	\$ 134,194
Finance	5,949,724	5,453,612	496,112
Planning & Development	3,681,640	2,829,681	851,959
Public Works	12,106,496	12,499,852	(393,356)
Fire Department	10,656,326	10,726,464	(70,138)
Police	16,805,055	15,359,813	1,445,242
Health	8,438,431	9,707,012	(1,268,581)
Library	3,414,394	3,288,235	126,159
Commission	527,183	510,831	16,352
Social Services	456,111	358,666	97,445
Capital Outlay	1,189,467	457,283	732,184
Vehicle Replacement/IT	-	(14,716)	14,716
Contingency	(1,291,725)	(7,971)	(1,283,754)
Transfers Out	3,183,749	2,759,596	424,153
<b>Total Expenditures</b>	<b>\$ 71,367,568</b>	<b>\$ 70,044,881</b>	<b>\$ 1,322,687</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ 5,850,311</b>	<b>\$ (854,315)</b>	<b>\$ (6,704,626)</b>



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**FINANCE OFFICE**

PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

[www.FargoND.gov](http://www.FargoND.gov)

**TO:** BOARD OF CITY COMMISSIONERS  
**FROM:** TERRI GAYHART, DIRECTOR OF FINANCE *TG*  
**RE:** STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL  
**DATE:** September 8, 2022

The existing legislation in place for State Water Commission funding related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project requires that the Fargo City Commission, Cass County Commission, and the Cass Water Resource Board approve all payment reimbursement requests prior to their submission and ultimate payment.

The attached reimbursement request has been prepared by Finance staff and is ready for processing. Your approval of the request for funds is hereby requested as required.

**Suggested Motion:**

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling \$2,374,484.13.



**FINANCE OFFICE**  
 PO Box 2083  
 225 4th Street North  
 Fargo, ND 58102  
 Phone: 701.241.1333 | Fax: 701.476.4188  
 www.FargoND.gov

September 8, 2022

Andrea J. Travnicek, PHD.  
 North Dakota State Water Commission  
 900 East Boulevard Avenue, Dept 770  
 Bismarck, ND 58505-0850

Dear Andrea,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #128 pursuant to the terms and conditions of House Bill 1020 for costs incurred from July 1, 2022 - July 31, 2022 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is \$2,374,484.13

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$ 354,600,000.00	\$ 351,183,371.56	\$ 4,748,968.25	50%	\$ 2,374,484.13	\$ 942,144.32

Project Narrative, this request:

Project Number	Project Description
V01701	Land purchases, easements & relocation assistance for homeowners and business located in areas of the diversion project
V02823	Pay App #13 – WP-42G General Landscaping and Plantings
V05003	Utility Relocation - Agreement WP50F
V06002	Pay App #11 – WP43G – Wetland Mitigation
V10701	Electric Cooperative Member Interruption Fee

Engineering, Legal, and Admin Expense Summary, this request:

Expense Type	Amount
Engineering Services	710,996.25
Construction Management	1,151,887.05
Legal Services	236,455.25
Financial Advisor	13,238.70
Property Holding Costs	27.00
Trustee Fees	16,480.00
General Liability	429.00
<b>Total Eligible Expense</b>	<b>2,129,513.25</b>

We certify that \$101,279,533 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of SB 2020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

The City of Fargo, Cass County Commission, and the Cass County Joint Water Resource Board have approved our request for funds as required in SB 2020. Copies of their approval letters are included.

If you have any questions relating to our request, please contact me directly.

Sincerely,



Terri Gayhart  
Director of Finance, City of Fargo  
Metro Flood Diversion Authority

**Required Local Approvals:**

\_\_\_\_\_  
City of Fargo

\_\_\_\_\_  
Cass County Commission

\_\_\_\_\_  
Cass County Joint Water Resource Dist.

FM Metropolitan Area Flood Risk Management Project  
 Summary of Monthly Expense  
 July 2021


Account_Number	CheckDate	Invoice_Number	Check_Number	Vendor_Number	Vendor_Name	Transaction_Amount	Expense_Description	Project_Number	Project_Description
790-0000-206-10-00	7/28/2022	7/26/22 REQ	320900	21124	HOFFMAN & MCMANARA NURSERY&LANDSCAP	3,000.00	Pay retainerage	V02823	LANDSCAPING & PLANTINGS
					Total Retainage Paid	3,000.00			
790-7930-429-33-05	7/14/2022	80968	320558	11604	ADVANCED ENGINEERING INC	230,147.99	METRO DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
790-7915-429-33-05	7/14/2022	2226	320606	21007	HOUSTON-WOORE GROUP LLC	107,861.52	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
790-7915-429-33-05	7/14/2022	2225	320606	21007	HOUSTON-WOORE GROUP LLC	49,290.00	H&H MITIGATION/PERMIT	V01634	H&H MITIG. & PERMIT SUPPO
790-7915-429-33-05	7/14/2022	2227	320606	21007	HOUSTON-WOORE GROUP LLC	50,963.25	H & H MITIGATION/PERMIT	V01634	H&H MITIG. & PERMIT SUPPO
790-7920-429-33-05	7/14/2022	2226	320606	21007	HOUSTON-WOORE GROUP LLC	49,866.45	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
790-7920-429-33-05	7/14/2022	2225	320606	21007	HOUSTON-WOORE GROUP LLC	28,640.25	H&H MITIGATION & PERMIT	V01634	H&H MITIG. & PERMIT SUPPO
790-7930-429-33-05	7/14/2022	2226	320606	21007	HOUSTON-WOORE GROUP LLC	17,394.75	H & H MITIGATION/PERMIT	V01634	H&H MITIG. & PERMIT SUPPO
790-7930-429-33-05	7/14/2022	2225	320606	21007	HOUSTON-WOORE GROUP LLC	12,217.87	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
790-7930-429-33-05	7/14/2022	2227	320606	21007	HOUSTON-WOORE GROUP LLC	4,034.12	H&H MITIGATION & PERMIT	V01634	H&H MITIG. & PERMIT SUPPO
790-7952-429-33-05	7/14/2022	2226	320606	21007	HOUSTON-WOORE GROUP LLC	20,292.01	H & H MITIGATION/PERMIT	V01634	H&H MITIG. & PERMIT SUPPO
790-7952-429-33-05	7/14/2022	2226	320606	21007	HOUSTON-WOORE GROUP LLC	34,988.26	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
790-7952-429-33-05	7/14/2022	2226	320606	21007	HOUSTON-WOORE GROUP LLC	6,706.85	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
790-7952-429-33-05	7/14/2022	2226	320606	21007	HOUSTON-WOORE GROUP LLC	11,277.61	DESIGN & CONSTRUCT SUPPORT	V01633	DESIGN & CONST. SUPPORT
790-7952-429-33-05	7/14/2022	2226	320606	21007	HOUSTON-WOORE GROUP LLC	61,624.07	DESIGN & CONSTRUCT SUPPORT	V02827	IN TOWN LEVY MAINTENANCE
790-7990-429-33-05	7/14/2022	2226	320606	16770	CITY OF FARGO-AUDITORS OFFICE	25,861.25	OSBOW FORCE MAIN	V01633	DESIGN & CONST. SUPPORT
790-7915-429-33-05	8/1/2022	E507220013-5507	E507220013		Total Engineering	710,996.25		V05909	OSBOW MAIN & LS EVALUATIO
790-7910-429-33-25	7/5/2022	06/15-06/27/22	949	17842	P CARD BMO	95,319.51	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7900-429-33-25	7/5/2022	06/15-06/27/22	949	17842	P CARD BMO	18,822.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7910-429-33-25	8/5/2022	06/28-07/14/22	950	17842	P CARD BMO	95,780.95	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7910-429-33-25	8/5/2022	06/28-07/14/22	950	17842	P CARD BMO	26,532.79	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
					Total Legal Services	236,455.25			
790-7920-429-33-79	7/14/2022	688414CH047	320577	20663	CH2M HILL ENGINEERS INC	594,301.62	PROCURE SUPPORT & DESIGN	V00212	P3 PROCUREMENT SUPPORT
790-7920-429-33-79	7/14/2022	688414CH047	320577	20663	CH2M HILL ENGINEERS INC	547,491.34	PRGRM MANAGEMENT SERVICES	V00211	CH2M HILL-6/2019-12/2021
790-7930-429-33-79	7/14/2022	688414CH047	320577	20663	CH2M HILL ENGINEERS INC	10,093.79	PROP ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITION
					Total Construction Management Services	1,151,887.05			
790-7990-429-34-55	7/14/2022	U509U040001753	320586	23046	ERNST & YOUNG INFRASTRUCTURE	13,238.70	FINANCIAL ADVISERY SERVIC	V03301	PPP FINANCIAL ADVISORY SVCS
790-7990-429-34-57	8/2/2022	001703-5525	17703	16770	CITY OF FARGO-AUDITORS OFFICE	16,480.00	BND TRUSTEE FEE 7/2022	V08502	MONTHLY TRUSTEE FEE
790-7950-429-41-05	7/14/2022	18789	320574	9242	CASS RURAL WATER USERS DIST	16,480.00	BND TRUSTEE FEE 7/2022	V08502	MONTHLY TRUSTEE FEE
					Total Property Holding Costs	27.00	DIVERSION INLET MAY BILL	V05006	DIVERSION INLET UTILITY
790-7910-429-52-30	7/28/2022	1997573	320929	3841	MARKSH & MCIENNAN AGENCY LLC	429.00	GEN LIABILITY INS-DIVERSO	V00102	General & Admin. WIK
790-7930-429-71-30	7/22/2022	E507220008-5278	E507220008	16770	CITY OF FARGO-AUDITORS OFFICE	2,000,000.00	RECORD ABANDONMENT PROCES	V01701	ND LAND PURCH-OUT OF TOWN
					Total Land Purchases	2,000,000.00			
790-7952-429-73-52	7/14/2022	PAY EST # 11	320607	827	INDUSTRIAL BUILDERS INC	579,915.00	OHB RING LEVEE WETLAND MI	V06002	WP43G-OHB WETLAND MITGTN
790-7930-429-73-70	7/14/2022	7/14/2022	320574	9242	CASS RURAL WATER USERS DIST	1,540.00	UTILITY RELOCATION AGREE	V05003	SERVICE LINE ABANDONMENTS
790-7950-429-73-70	7/28/2022	7/26/22 REQ	320968	21974	RED RIVER VALLEY COOPERATIVE POWER	35,000.00	MEMB INTERRUPTION FEE	V10701	UTILITY RELOCATION
					Total Flood Control	36,540.00			
					Total Expense for Period	4,748,568.25			



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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 13, 2022**

**RE: AGREEMENT FOR SERVICES WITH SOUL SOLUTIONS  
FOUNDATION FOR A MAXIMUM OF \$4,900; RFP 22127**

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

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the contract agreement for services with Soul Solutions Foundation.

DF/lis  
Attachment



## CONTRACT AGREEMENT FOR SERVICES

Fargo Cass



**Public Health**  
Prevent. Promote. Protect.

**THIS AGREEMENT**, effective the 1<sup>st</sup> day of September 2022, by and between Fargo Cass Public Health (FCPH); and Soul Solutions (Contractor).

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of September 1, 2022 through June 12, 2023.
- B. Services to be provided by independent contractor:** Working in collaboration with FCPH, the independent contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include advance health equity by administering appropriate treatment to help clients quit, reduce tobacco-related disparities by educating clients and staff on the harms of tobacco and the importance of effective intervention methods. In addition, distribute "quit kits" as way to encourage/motivate patients to address their Tobacco Use Disorder.
- C. Reimbursement:** The contracting consultant shall be reimbursed up to \$4,900. \$525 will be allocated for interactive journals, \$3,000 for quit kits, and \$1,375 for on educational material on smoking and vaping.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement, conduct ongoing evaluation of the Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Contractor in accomplishing stated goal/objectives. Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by the first Monday of each month, and quarterly with the final report due on June 12, 2023.

### Special Considerations:

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed an employee of FCPH for any other purpose.
- B.** The laws of the State of North Dakota shall govern this service agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By *Desi Fleming*  
Desi Fleming, Director of Public Health

Date \_\_\_\_\_

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo

Date \_\_\_\_\_

**Soul Solutions**

By *Patti L Senn*  
By Patti L Senn [Aug 17, 2022 1:01:01 CDT]  
Name: Patti L. Senn  
Title: Clinical Director

Date 08/17/22





# Soul Solutions

Final Audit Report

2022-08-17

Created:	2022-08-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALgiAaBUbtdzulF2rDvL1TpwIE68CjLOv

## "Soul Solutions" History


-  Document created by Lori Sall (lsall@FargoND.gov)  
2022-08-17 - 10:06:18 PM GMT
-  Document emailed to Patti Senn (patti@soulsolutions.org) for signature  
2022-08-17 - 10:06:30 PM GMT
-  Email viewed by Patti Senn (patti@soulsolutions.org)  
2022-08-17 - 10:07:08 PM GMT
-  Signer Patti Senn (patti@soulsolutions.org) entered name at signing as Patti L.Senn  
2022-08-17 - 10:07:53 PM GMT
-  Document e-signed by Patti L.Senn (patti@soulsolutions.org)  
Signature Date: 2022-08-17 - 10:07:54 PM GMT - Time Source: server
-  Agreement completed.  
2022-08-17 - 10:07:54 PM GMT



9

**MEMORANDUM**

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING   
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 13, 2022

**RE0:** AGREEMENT FOR SERVICES WITH GREAT OUTCOMES  
CONSULTING, LLC FOR A MAXIMUM OF \$32,020

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

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

DF/lis  
Attachment



## AGREEMENT FOR SERVICES

**THIS AGREEMENT**, effective the February 1, 2022 by and between Fargo Cass Public Health ("FCPH") acting as fiscal agent for the Community Wellness Coalition; and Great Outcomes Consulting, LLC (Independent Contracting Consultant).

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

- A. Term of Agreement:** The parties entered into a written agreement for the February 1, 2022, through September 30, 2022.
- B. Services to be provided by independent contractor:**

### Phase I

The expectation is that a facilitator will come alongside them to help the Community Wellness Coalition

- Identify how they will continue to work together
- Use processes and tools to define with greater specificity what they hope to accomplish
- Define the plan for moving forward

### Approach

Great Outcomes Consulting comes along side its clients to help them answer the questions and develop the processes and systems they need to achieve extraordinary results. The principals recognize that giving an organization or a group "the answer" doesn't guarantee implementation. For that reason, the approach for achieving the project goals includes involving each group member. To be successful, this approach requires detailed planning, facilitated processes that lead to desired outcomes, and careful documentation of the conversations and the outcomes.

### Confidentiality and Copyright

- Community Wellness Coalition recognizes that Great Outcomes Consulting occasionally will make available materials developed for their clients. Community Wellness Coalition recognizes the value of the materials and that these materials will remain the intellectual and copyrighted property of Great Outcomes Consulting.
- Great Outcomes Consulting recognizes that proprietary and confidential information may be shared in the course of conversations. Such information will remain private and not shared with any individual or group.

### Commitment to the Community Wellness Coalition

- To encourage and value each person.
- To be invested in Community Wellness Coalition success.
- To ask questions that challenge individuals and teams to think differently.
- To encourage a safe and energetic learning environment.
- To respect that Community Wellness Coalition members hold the reins and make the decisions.

## Phase II

This phase will include two parts:

Establishing governance for the team moving the work forward

Fleshing out more structure for the work to be done (i.e., operationalize the plan)

### Governance Charter

- The governance for the team will include:
- Values, guiding principles
- Decision making refined
- Reporting expectations & influencing
- Transition planning & onboarding new folks
- Dissolution process

**Values and guiding principles** During Phase 1, the coalition team used the facilitator's recommendations for guiding principles. At this phase, the coalition team is setting the stage for the work going forward and needs to set the values and guiding principles they and the succeeding members of the team will use to move the work forward. The named values and the explicit guiding principles will be used by current and future members of the team in moments of conflict and disagreement as well as in confirming the work's direction. Establishing them now will smooth out the rough spots that inevitably lie ahead.

**Decision-making refined** The coalition team used a facilitator to guide them through to consensus. The process used ensured that individuals, regardless of their communication preferences, would be heard. Once the values and guiding principles are confirmed, most of the heavy-lifting for the decision making will be done. However, the team needs to address explicitly what happens when disagreements arise and how dissenting perspectives will be respected without derailing work.

**Reporting expectations & influencing** When coordinators are identified and hired, they will need clear parameters around who guides their work and how they respond to requests for information from the coalition team. Playing out reasonable and unreasonable scenarios – some that members of the coalition team may have personally experienced – will help establish those parameters. This conversation also will establish the process for when lines may be pushed or crossed, most often done with the best intentions.

**Transition planning & onboarding of new folks** People change positions and life brings expected and unexpected changes. While the coalition team may not have full authority to choose their respective successors, they will have the responsibility of welcoming, guiding and connecting with their new team members. By outlining and committing to this process upfront, the coalition team will be able to maintain the momentum and the trust they are building.

**Dissolution process** Work has many beginnings and endings. While the coalition team may not be able to predict the results or outcomes – there is much work to be done in the neighborhoods first – they will likely see the work shift and change with successes and potholes that disrupt progress. At some point, the coalition team may be dissolved by the chartering leaders or they may make the recommendation to dissolve. Planning for the ending facilitates planning for the work itself.

### Operationalize Plan

Fleshing out the structure for implementing the plan plays to the strengths of the members of the coalition team. With two exceptions that will require additional research done by a consultant, the work likely will be completed during the conversations. Below are the steps for operationalizing the plan.

**Define scope for pilots.** Approaching the work by focusing on a neighborhood and listening to the people in that neighborhood means that how the work and the outcomes are identified will be different from how most programs are planned and desired outcomes are defined. This work will be built first around process rather than outcomes. Outcomes will be important once the people in the community define the actions and potential solutions for themselves. Defining scope will be managing the expectations of and communication with the coordinators and the chartering leaders.

**Coordinator description(s).** As the scope is defined – as well as the expectations the coalition team has for their role and influence from the governance structure – the position description(s) for the coordinators can be developed. The work of the coordinators may need to be supplemented and complemented by compensated advocates within the neighborhood to facilitate listening and solution sessions. It will be important to be flexible with position descriptions and structure to ensure that the neighborhoods are heard and encouraged to guide or direct the needed structure.

**Initial data review (neighborhood).** The social determinants of health (SDoH) encompass every aspect of a healthy life. The key questions for the coalition team to answer are:

- What specific data is available by neighborhood?
- What sets of data will be used to prioritize neighborhoods?

Once the available data and the data sets are defined, it will take time to sift through and organize the data in way that can be explained and then used to prioritize neighborhoods. While pulling data and organizing may be able to be done by some members of the coalition team, we recognize that each member already has full-time work. Providing guidance to another resource, a consultant with Great Outcomes Consulting, to do the work will likely be the most expedient way to move this step of the process forward.

**External research – neighborhood-model best practices.** We have a start in identifying other places and organizations that have focused on neighborhoods and addressing the SDoH. However, a deeper dive will help bring forward additional models. As important as the research is the synthesizing the data and bringing it back in a digestible, intelligible form that can be used by the coalition team and, in the future, coordinators to increase the likelihood of success for and with the neighborhoods.

**Milestones.** As the scope is defined, the plan fleshed out and key pieces are put in place, the coalition team will need to prepare and manage expectations of key markers of progress. The team's ability to manage their own as well as others' expectations (from their respective organizations and funders) will depend on having well-defined but reasonably flexible milestones that ensure the work keeps moving.

**C. Reimbursement:**

While the governance structure and the operationalizing of the plan are identified as separate and distinct "tasks", the process will integrate the governance structure with the plan operation. By integrating the two aspects of the plan, the strengths of the individuals on the coalition team will be leveraged.

Expected / desired outcomes include:

- Up to five neighborhoods identified for one of three pilot slots
- Annual budget defined for up to a three year pilot implementation
- Position description(s) prepared for the first staff needed to execute
- Milestones, including general reporting expectations for chartering leaders, identified in some specificity for the first year and generally for the remaining up to 24 months
- Funding proposal based on the above deliverables

The fee structure:

Phase I

Facilitator charges for meetings: \$1,670 per meeting

Phase II

Facilitator and colleague for meetings: \$2,080 per meeting

Data work: \$1,640

Total cost of Phase I and Phase II is not to exceed \$32,020.

Fargo Cass Public Health will use funds from NDDoH Mental Health Transformation grant (HE131) 31% and the remaining 69% of the cost will be paid from the Community Grant Program (HE103).

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

**E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed 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.
- D. Services including printing and other miscellaneous costs may be discussed and agreed to by the parties as needed.

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

**FARGO CASS PUBLIC HEALTH**

By Desi Fleming  
Desi Fleming, Director of Public Health

Date 9/13/2022

By \_\_\_\_\_  
Timothy, J. Mahoney, Mayor, City of Fargo

Date \_\_\_\_\_

**GREAT OUTCOMES CONSULTING, LLC**

By Leann Wolff  
Leann Wolff (Sep 13, 2022 14:52 CDT)  
Leann Wolff

Date Sept. 13, 2022

By \_\_\_\_\_  
Larry Anenson, Jr,  
Community Wellness Coalition

Date \_\_\_\_\_







# Great Outcomes Community Wellness Coalition agreement

Final Audit Report

2022-09-13

Created:	2022-09-13
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6ukZf0E2xAadg0XD6xHFu7cjiAig8yJA

## "Great Outcomes Community Wellness Coalition agreement" History


-  Document created by Lori Sall (lsall@FargoND.gov)  
2022-09-13 - 7:07:34 PM GMT
-  Document emailed to lwolff@greatoutcomesconsulting.com for signature  
2022-09-13 - 7:07:52 PM GMT
-  Email viewed by lwolff@greatoutcomesconsulting.com  
2022-09-13 - 7:50:08 PM GMT
-  Signer lwolff@greatoutcomesconsulting.com entered name at signing as Leann Wolff  
2022-09-13 - 7:52:43 PM GMT
-  Document e-signed by Leann Wolff (lwolff@greatoutcomesconsulting.com)  
Signature Date: 2022-09-13 - 7:52:44 PM GMT - Time Source: server
-  Agreement completed.  
2022-09-13 - 7:52:44 PM GMT



(10)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING **  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 13, 2022**

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA  
DEPARTMENT OF COMMERCE/DCS FOR GLADYS RAY  
SHELTER/ND HOMELESS GRANT FOR \$24,125  
CONTRACT NO. 5086-NDHG22**

The following Notice of Grant Award from the North Dakota Department of Commerce is for the Gladys Ray Shelter for Homeless for \$19,300 and recipient share of \$4,824 for a total of \$24,125.

No budget adjustments needed.

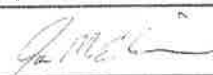

If you have any questions, please contact me at 241.1380.

**Suggested Motion:** Move to approve the award from North Dakota Department of Commerce

DF/lls  
Enclosure



**FINANCIAL AWARD**  
**NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS**  
 SFN 4623 (05/02)

<b>PART I</b>		
<b>BASIC INFORMATION &amp; SIGNATORY SHEET</b>		
<b>PROJECT TITLE</b>  North Dakota Homeless Grant	<b>INSTRUMENT TYPE</b> <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative Agreement	
	<b>INSTRUMENT NUMBER</b> 5086-NDHG22	
<b>RECIPIENT NAME AND ADDRESS</b>  Gladys Ray Shelter - City of Fargo 1519 1st Avenue South, Suite A Fargo, ND 58103	<b>GRANTOR</b> ND Department of Commerce Division of Community Services 1600 East Century Ave, Suite 6, PO Box 2057 Bismarck, ND 58502-2057 Phone: (701) 328-5300	
<b>RECIPIENT UNIQUE ENTITY IDENTIFICATION</b>	<b>BUDGET/PROJECT PERIOD</b> 7/1/22 - 5/31/23	<b>DATE</b> 08/15/22
<b>RECIPIENT TYPE</b> <input type="checkbox"/> State Government <input type="checkbox"/> Indian Tribal Government <input type="checkbox"/> Local Government <input type="checkbox"/> Individual <input type="checkbox"/> Education <input type="checkbox"/> For Profit Organization <input type="checkbox"/> Hospital <input checked="" type="checkbox"/> Other Nonprofit Organizations <input type="checkbox"/> Other (Specify) _____	<b>FUNDING SOURCE</b> <input type="checkbox"/> Federal \$ _____ <input checked="" type="checkbox"/> State \$ _____ <input type="checkbox"/> Other \$ _____	
<b>FEDERAL AUTHORIZING LEGISLATION</b>	<b>TYPE OF AWARD</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment No. _____	
<b>FEDERAL GRANT NUMBER</b>	<b>CFDA NUMBER</b>	
<b>ADMINISTERING AGENCY</b> Gladys Ray Shelter	<b>PROJECT ADMINISTRATOR</b> Jan Eliassen	<b>TELEPHONE</b> (701) 364-0116
<b>PROCUREMENT METHOD (CONTRACTS)</b> <input type="checkbox"/> Formal Bid <input type="checkbox"/> Noncompetitive Negotiation <input type="checkbox"/> Small Purchase <input type="checkbox"/> Competitive Negotiation		
<b>FUNDING AUTHORIZATION</b>		
1. DCS Funds Awarded This Action .....	\$	19,300.00
2. DCS Carryover Funds Authorized .....	\$	_____
3. DCS Previous Awards This Project Period .....	\$	_____
4. DCS Previous Deauthorizations This Project Period .....	\$	_____
5. Current DCS Funds Authorized .....	\$	19,300.00
6. Recipient Share of Budget .....	\$	4,825.00
7. Total Approved Budget .....	\$	24,125.00
<b>REMARKS</b> All funds provided under this award must be expended by May 31, 2023.		
This award agreement is entered into by the <i>RECIPIENT</i> and <i>GRANTOR</i> specified above. The <i>RECIPIENT</i> agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this Signatory Sheet, the attached Terms and Conditions, the attached Budget, and incorporated or referenced Work Program or Application.		
<b>EVIDENCE OF RECIPIENT ACCEPTANCE</b>		<b>EVIDENCE OF GRANTOR ACCEPTANCE</b>
<b>NAME</b> Jan Eliassen, Director 	<b>DATE</b> 09/13/22	<b>NAME</b> Maria Effertz Hanson
 Desi Fleming, Director of Public Health	09/13/22	Director
		<b>Signature</b> X
		<b>DATE</b>

Timothy J. Mahoney, Mayor, City of Fargo

**DATE**

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**PART II**  
**General Assistance Terms & Conditions**  
**Updated 6/17/19**

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- A. AVAILABILITY OF FEDERAL FUNDS - If disclosed on Part I, funds to be disbursed under this Award have been appropriated pursuant to the enabling federal legislation cited in Part I of this Award. Should federal funds become limited by the awarding federal agency, this grant may be amended accordingly.
- B. STATE APPROPRIATION AUTHORITY - Funds authorized under this Award are subject to State Appropriation Authority.
- C. SCOPE OF WORK - All work and activities authorized by this Award will be performed in accordance with the terms and conditions and work program attached, described, or referenced in this agreement. In addition, if a work or grant proposal was submitted, all work will comply with that which was described and requested in the work proposal unless otherwise noted as changed.
- D. LIMITATIONS ON EXPENDITURES - The total cost of performing the tasks under this Award must not exceed the total funds authorized in Part I, Basic Information and Signatory Sheet, and will be limited to and in accordance with those delineated in the budget plan attached to this Award.
- E. AMENDMENTS AND MODIFICATIONS - When necessary, the Recipient may request changes in the scope of services to be provided in this Award to include changes in the attached budget. These requests must be made in writing and supported with appropriate documentation. Such changes must not be undertaken until incorporated by written amendments to this Award.
- F. RECORD RETENTION AND ACCESS - The DCS and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Recipient and of persons or organizations the Recipient may contract with which involve transactions related to this Award. The Recipient shall retain all documents, papers, records and books that are pertinent to this Award for a period of five (5) years following the submission of the final Financial Status Report or until all audit findings have been resolved, whichever is later unless otherwise stated in this agreement.
- G. SUBCONTRACTING - The Recipient shall not assign, transfer, or subcontract professional service responsibilities (excluding approved construction and rehabilitation services) covered under this Award without prior written approval of the DCS.
- H. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION - The assistance provided under this Award shall not be used in the payment of any bonus or commission for the purpose of the preparation of and/or activities associated with obtaining approval of the work proposal.
- I. TERMINATION - The Recipient and the DCS may terminate this Award agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. Unless otherwise noted in Part III of this award, the other party must receive such notice at least thirty (30) days before the effective date of termination. Cause for termination may include nonperformance of specified work activities and noncompliance with the terms and conditions of this Award. The DCS shall be liable only for work performed or services provided under this Award prior to the effective date of termination.

- J. **DEFAULT** - If the Recipient fails to comply with the terms of this Award or fails to use the Award for only those purposes set forth herein, the DCS may, unless otherwise noted in Part III of this award:
1. After notice to the Recipient, suspend the award and withhold further payment or prohibit the Recipient from incurring additional obligations of grant funds, pending corrective action by the Recipient.
  2. Terminate the Award in whole, or in part, at any time before the final award payment is made. The DCS shall promptly notify the Recipient in writing of the determination to terminate, the reason for such termination, and the effective date of the termination.
- K. **NONDISCRIMINATION** - The Recipient agrees that it will be subject to and will comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended by the Executive Orders 11375 and 12086, the Age Discrimination Act of 1975, and Title VIII of the Civil Rights Act of 1968. Under these acts, no person shall on the grounds of race, color, religion, sex, national origin or age be excluded from participation in, be denied the benefits or be otherwise subject to discrimination under this program.
- L. **SECTION 504** - The Recipient agrees that it will be subject to and will comply with Section 504 of the Rehabilitation Act of 1973. Under this act no person shall solely by reason of disability be excluded from participation in, be denied the benefits of or be subjected to discrimination under this program.
- M. **CODE OF CONDUCT** - Recipients shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the Award and administration of contracts supported by federal funds. No employee, officer or agent of the Recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
1. The employee, officer or agent;
  2. Any member of his immediate family;
  3. His or her partner; or
  4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Recipient's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Recipient's officers, employees, or agents, or by contractors or their agents.

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**PART III - PROGRAMMATIC TERMS AND CONDITIONS**  
**North Dakota Homeless Grant (NDHG)**  
**Updated – 8/26/2022**

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1. The grantee must obligate all grant funds within the award timeline of this Financial Award. At least one Request for Funds must be submitted to the DCS not less than once during each quarter of the program year. Failure to obligate or request reimbursement as specified may result in the termination of this award.
2. The grantee must submit a mid-term and final progress report to the DCS. The mid-term report is due January 31, 2023. Within 30 days following project completion, end of day May 31, 2023 at the latest, a final progress report and final Request for Funds must be submitted. Expenditure of funds must be reported by activity funded - Renovation; Rehabilitation or Conversion; Operational; and/or Essential Services. The Financial Status Report must reflect both federal and other funds, both cash and noncash.
3. The grantee must submit to DCS, within 60 days, verification of ownership of the property by the subgrantee or a lease agreement giving the subgrantee control of the property at least until the end of the project. (For rehab projects only).
4. Grantees providing emergency shelter in hotels or motels or other commercial facilities must certify that leases have been negotiated which provide that the living space will be rented at substantially less than the daily room rate otherwise charged by the facility, and that the grantee has considered using other facilities as emergency shelter and has determined that the use of the hotel or motel provides the most cost effective means of providing emergency shelter for the homeless in its jurisdiction.
5. The grantee is required to be readily accessible to and usable by persons with disabilities in accordance with Section 504 of the Rehabilitation Act and implementing regulations at 24 CFR Part 8; the Fair Housing Act and implementing regulations at 24 CFR Part 100; and Title II of the Americans with Disabilities Act and 28 CFR Part 35; where applicable.
6. Grantees, with the exception of Domestic Violence assistance providers, must input client data into the HMIS system as required by the Grantor and the Department of HUD. Domestic Violence assistance providers must use a comparable database.
7. Grantees, with the exception of Domestic Violence assistance providers, must use the centralized or coordinated assessment system.
8. The grantee must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the grantee, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under NDHG. If unable to meet the requirement above, it must develop and implement a plan to consult with

homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under NDHG. This involvement may include employment or volunteer services.

9. The Grantee must comply with provisions contained in 24 CFR 576.23 and Executive Order 13559 regarding faith-based organizations as outlined in Attachment A of this award.
10. Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services. Unaccompanied youth aged 24 and under or families headed by youth aged 24 or under who are living in unsafe situations may be served by youth-serving providers.
11. The Grantee will maintain its Unique Entity Identifier (UEI) number and SAM registration throughout the term of this agreement.
12. Payment of NDHG funds will be completed as a reimbursement. To ensure NDHG funds are being utilized and subrecipients are meeting the required expenditure deadline, subrecipients must request reimbursement at least once each quarter, following the NDHG Drawdown Schedule. Requests must be submitted for \$1,000 or more in a format approved by DCS, and must include a detailed breakdown of expenses incurred and NDHG funds requested. Copies of all expenses and documentation of payment must be submitted for verification purposes. Lack of documentation or explanation may result in a delay in payment.
13. Grantees will read the NDHG Program Distribution, the Written Standards for ESG and CoC Programs, and the ESG Admin Manual before the first Request for Funds (SFN 52681) is submitted.

<b>NDHG Drawdown Schedule</b>		
<b>Quarter</b>	<b>Dates</b>	<b>Percentage Drawn</b>
1	July 1 - September 30	25%
2	October 1 - December 31	50%
3	January 1 - March 31	75%
4	April 1 - June 30	100%

**PART IV  
SCOPE OF WORK AND PROJECT BUDGET**

7/29/13

Name of Grantee Gladys Ray Shelter - City of Fargo		Instrument Number 5086-NDHG22								
Activity	CDBG	HOME	ESG	NDHG	HOPWA	Other Federal	State/ Local	Private	Other*	Total
Shelter Operations				19,300.00						19,300.00
Shelter Operations									4,825.00	4,825.00
Match Funds										
Administration										0.00
<b>TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>19,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,825.00</b>	<b>24,125.00</b>
*Source of Other Funds See Application										

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**PART V –NDHG  
STATEMENT OF ASSURANCES  
Updated 7/9/21**

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North Dakota Homeless Grant (NDHG)  
Certifications by the Chief Executive Officer

I, Jan Eliassen, Chief Executive Officer of Fargo Cass Public Health Gladys Ray Shelter,

certify that the grantee will ensure the matching supplemental funds required by the regulation at 24 CFR Parts 91 and 576. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the grantee will comply with 24 CFR Parts 91 and 576 Emergency Solutions Grants Program Interim Regulations (see attached).

I further certify that the grantee will not:

1. Conduct renovation, major rehabilitation, or conversion of any building; listed on the National Register of Historic Places; located in a historic district; immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
2. Conduct any such activity taking place in a 100-year floodplain designated by map by the Federal Emergency Management Agency;
3. Conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the Department of the Interior's Fish and Wildlife Service, or by the Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such a species;

Additionally, I certify that use of North Dakota Homeless Grant amounts will comply with the following additional requirements:

1. ***Nondiscrimination and Equal Opportunity***
  - a. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C.2002d) and implementing regulations issued at 24 CFR Part 1;
  - b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794);
  - c. The requirements of Executive Order 11246 regarding anti-discrimination in

employment decisions on the basis of race, color, religion, sex or national origin, and the regulations issued under the Order at 41 CFR Chapter 60; and

- d. The requirements of Section 3 of Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (see Section 570.607(b) of this Chapter); and
  - e. The requirements of Executive Orders 11625 and 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the grantee must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
2. ***Applicability of OMB Circulars.*** The policies, guidelines, and requirements of OMB Circular 2 CFR Part 200 Uniform Guidance as it relates to the acceptance and use of emergency solutions grant funds.
  3. ***Uniform Federal Accessibility Standards.*** For major rehabilitation or conversion, the Uniform Federal Accessibility Standard at 24 CFR Part 40, Appendix A.
  4. ***Lead-based paint.*** The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4821-4846) and implementing regulations at 24 CFR Part 35. In addition, the grantee (or in the case of States, the State recipient) must also meet the following requirements relating to inspection and abatement of defective lead-based paint surfaces:
    - a. Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation or conversion activity under this part; and
    - b. Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.
  5. ***Conflicts of Interest.*** In addition to conflict of interest requirements in OMB 2 CFR Part 200 Uniform Guidance, no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, State recipient, or nonprofit recipient (or of any designated public agency) that receives emergency solutions grants amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities; or (2) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  6. ***Use of debarred, suspended, or ineligible contractors.*** The provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.
  7. ***Flood Insurance.*** No site proposed on which renovation, major rehabilitation, or conversion of a building is to be assisted under this part, other than by grant amounts allocated to the State, may be located in an area that has been identified by the Federal



Emergency Management Agency (FEMA) as having special flood hazards, unless the community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR Parts 59-79) or less than a year has passed since FEMA notification regarding such hazards, and the grantee will ensure that flood insurance on the structure is obtained in compliance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4401 et seq.).

8. **Audit.** The financial management system used by a State, unit of general local government or nonprofit organization that is a grantee or State recipient shall provide for audits in accordance with Subpart (F) of 2 CFR Part 200 Uniform Guidance.
9. **Coastal Barriers.** In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this part may be made available within the Coastal Barrier Resources System.
10. **Intergovernmental Review.** The requirements of Executive Order 12372 and the regulations issued under the order at 24 CFR Part 52, to the extent provided by FEDERAL REGISTER notice in accordance with 24 CFR 52.3.
11. **Displacement.** A grantee or State or nonprofit recipient may not expend NDHG grant funds for any activities that would result in the displacement of persons or businesses.

I further certify that the submission of an application for a North Dakota Homeless Grant is authorized under State and/or local law and that the grantee possesses legal authority to carry out North Dakota Homeless Grant activities in accordance with the conditions of this award.

Jan Eliassen  
(Name)

Director of Harm Reduction Services  
(Title)

  
(Signature of Chief Executive Officer)

09/13/2022  
(Date)

## **EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM NORTH DAKOTA HOMELESS GRANT (NDHG)**

Provisions for Inclusion in ESG/NDHG Agreements with Grant Recipients that are faith based organizations or that may contract with faith based organizations in accordance with 24 CFR 576.23.

1. The Recipient may not discriminate against an organization on the basis of the organization's religious character or affiliation.
2. Organizations that are directly funded under this award may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of its programs or services funded under this award. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this award, and participation must be voluntary for the beneficiaries or the programs or services provided under this award.
3. A religious organization that receives ESG/NDHG funds will retain its independence from governmental entities and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use ESG/NDHG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG/NDHG funded services, without removing religious art, icons, scriptures, or other religious symbols. The faith-based organization may retain its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
4. The Recipient will not discriminate against program beneficiaries or prospective program beneficiaries on the basis of religion or religious belief.
5. ESG/NDHG funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Funds may be used for the rehabilitation of structures that are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting circulars. Sanctuaries,

chapels, or other rooms that an ESG/NDHG funded religious organization uses as its principal place of worship are ineligible for ESG/NDHG funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

## Homeless Certification for the North Dakota Homeless Grant (NDHG) And Emergency Solutions Grant (ESG)

I certify that all individuals served by the North Dakota Homeless Grant are eligible beneficiaries that meet at least one of the definitions of homeless, homeless individual or homeless person as defined in Section 103 of 42 USC 11302.

**UNDER THE ACT** – the term “homeless”, “homeless individual”, and “homeless person” means –

Category 1	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> <li>(i) Has a primary nighttime residence that is a public or private place not meant for human habitation;</li> <li>(ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u></li> <li>(iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.</li> </ul>
Category 2	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> <li>(i) Residence will be lost within 14 days of the date of application for homeless assistance;</li> <li>(ii) No subsequent residence has been identified; <u>and</u></li> <li>(iii) The individual or family lacks the resources or support networks needed to obtain other <u>permanent housing</u>.</li> </ul>
Category 3	Homeless under other Federal statutes	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> <li>(i) Are defined as homeless under the other listed federal statutes;</li> <li>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;</li> <li>(iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; <u>and</u></li> <li>(iv) Can be expected to continue in such status for an extended period of time due to <u>special</u> needs or barriers.</li> </ul>
Category 4	Fleeing/ Attempting to Flee DV	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> <li>(i) Is fleeing, or is attempting to flee, domestic violence;</li> <li>(ii) Has no other residence; <u>and</u></li> <li>(iii) Lacks the resources or support networks to obtain other permanent housing.</li> </ul>

  
\_\_\_\_\_  
Signature

09/13/2022  
\_\_\_\_\_  
Date

Ian Eliassen  
\_\_\_\_\_  
Printed Name

Director of Harm Reduction Services  
\_\_\_\_\_  
Title

1519 1st Ave S  
\_\_\_\_\_  
Address

Fargo Cass Public Health/Gladys Ray Shelter  
\_\_\_\_\_  
Agency Name

Fargo ND 58103  
\_\_\_\_\_  
City, State, Zip Code

701.476.4117  
\_\_\_\_\_  
Phone # (including area code)



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

Fargo Cass



Public Health
Prevent. Promote. Protect.

(11)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: DESI FLEMING [Signature]
DIRECTOR OF PUBLIC HEALTH
DATE: SEPTEMBER 13, 2022
RE: NOTICE OF GRANT AWARD FUNDING WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH AND CDC FOR COVID-19 DETECTION AND MITIGATION, FOR \$29,131. G21.965, CFDA 92.323

This is a request to approve the grant award from the North Dakota Department of Health for funding to help Fargo Cass Public Health/Gladys Ray shelter detect and mitigate the spread of COVID-19.

No budget adjustments are needed.

If you have questions please contact Desi Fleming at 241.1380.

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

DF/lls
Attachment



**NOTICE OF GRANT AWARD**  
 NORTH DAKOTA DEPARTMENT OF HEALTH  
 SFN 53771 (01-2020)

Grant Number G21.965	CFDA Name Detection and Mitigation of COVID-19 in Homeless Service Sites and Other Congregate Living Facilities	CFDA Number 92.323
FAIN Number NU50CK000514	Contract Type (Check One) <input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Research	Grant Start Date 8/1/2022
Federal Award Date 5/12/2021	Federal Awarding Agency Center for Disease Control	Grant End Date 7/31/2024

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

Title of Project/Program Detection and Mitigation of COVID-19 in Homeless Shelters	North Dakota Department of Health (NDDoH) Project Code 2201 HLH 6509 01
Contractor Name Gladys Ray Shelter	Project Director Michelle Dethloff, Infectious Disease and Epidemiology Program Director
Address 1519 1st Ave S, Suite A	Address 600 East Boulevard Ave., Dept 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name: Jan Eliassen	Contact Name: Jenna Beilke, COVID-19 Homeless Coordinator
Telephone Number: 701-232-8558	Telephone Number: 701-955-4427
Email Address: jeliassen@fargond.gov	Email Address: jbeilke@nd.gov

	NDDoH Cost Share	Contractor Cost Share	Total Costs
Amount Awarded	\$29,131	\$0	\$29,131
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$29,131	\$0	\$29,131
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

**Scope of Service**  
 Grantee will provide over-the-counter COVID-19 test kits and / or conduct COVID-19 tests for the homeless shelter staff and clients.  
 Grantee will provide accommodations to isolate a positive COVID-19 case

**Reporting Requirements**  
 Grantee must submit expenditure reports at least quarterly via the Program Reporting System (PRS).  
 Expenditure report for the period ending June 30, 2023 must be received by July 14, 2023.  
 Expenditure report for the period ending June 30, 2024 must be received by July 15, 2024.  
 Reimbursements will be processed upon Department approval of expenditures and receipt of quarterly activity report.

**Special Conditions**  
 Funding for this award is restricted to \$9,626 until such time as the Federal Award is received and processed by the Department. Financial obligation of the Department is contingent upon funds being made available by the Centers for Disease Control. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation. Allowable expenses for testing, mitigation, and outreach includes personal protective equipment (PPE), disinfectant wipes, hand sanitizer or other supplies needed for prevention of COVID-19 in homeless shelters. The shelters may provide specific wraparound services and other needs for COVID-19 positive individuals who are experiencing homelessness, including hotel costs needed to safely isolate a positive case if the shelter is unable to accommodate the infected individual. Items not mentioned in this award must be approved by the Department prior to purchase.

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

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date	Signature	Date	Signature
09/13/2022	<i>Desi Fleming</i>		
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Michelle Dethloff, Infectious Diseases and Epidemiology Program	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Chief of Staff	

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



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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: GRANT LARSON, CHAIRMAN  
CITY OF FARGO ND CARES PROGRAM**

**DATE: SEPTEMBER 14, 2022**

**RE: CITY OF FARGO ND CARES VETERAN PROGRAM,  
APPROVAL OF A \$3,000 GRANT FROM THE BOB WOODRUFF  
FOUNDATION**

On behalf of the City of Fargo ND Cares Veteran's Program, I would like to request Commission approval to receive a \$3,000 grant from the Bob Woodruff Foundation.

These funds were awarded to the Fargo ND Cares Program to assist Veterans, and their families, with essential expenses.

These funds do not have a matching requirement from the City of Fargo.

As the Chairman for the COF ND Cares Program, please contact me directly if you have any questions 701.241.1388.

**Suggested Motion:** Move to approve the \$3,000 Grant awarded by the Bob Woodruff Foundation.

GL  
Attachment



# BOB WOODRUFF Investing in the Next FOUNDATION Chapter for Our Veterans

September 12, 2022

Dear Mr. Larson,

The Bob Woodruff Foundation (BWF) is pleased to provide North Dakota Cares with a targeted award of \$3,000 to support your effort as a BWF local partner responding to the veterans you serve. This award is to serve the veterans, service members, their families, and their caregivers in your catchment area with a maximum benefit of \$300 per individual household. Funds must be used as described in your approved application with no more than 10% of the awarded amount being used for operational costs in support of implementing the funded initiative or program. Funds may not be allocated towards expenditures preceding the date of this letter.

Please review the information in this agreement, ensure that an authorized signatory of your organization signs and initials a copy of this letter, then upload the document to the [BWF Awardee Portal](#) using your existing credentials no later than September 16, 2022. By doing so, you accept the terms outlined in this agreement and acknowledge that **this letter represents a contract** between the Bob Woodruff Foundation and North Dakota Cares. By accepting this award, each party agrees to indemnify, save and hold harmless the other party and its affiliates, and their respective equity holders, owners, partners, members, directors, managers, officers, employees, consultants, contractors, lenders, advisors, sponsors, volunteers, insurers, agents, attorneys, representatives, successors, and assignees ("Representatives") from and against any and all expenses, damages, claims, suits, actions, judgements, costs and expenses (including reasonable attorneys' fees) caused by or arising out of (i) a breach by the indemnifying party of this Agreement or (ii) any negligence or willful misconduct of the indemnifying party in connection with the performance of its obligations under this Agreement. BWF will issue an award check upon receipt of this letter from an authorized signatory. If you have any questions about this process, please contact [Hunter Russ](#).

You must expend these funds and complete a report through the [BWF Awardee Portal](#) on or before December 1, 2022. We take this requirement seriously and consider the timeliness and quality of your reports when making subsequent award decisions. Guidance on reporting can be found in Appendix A.

In accepting these funds, you agree to follow and engage with us on social media. Guidance on this engagement can be found in Appendix B. BWF reserves the right to share social media content with BWF funders and other key stakeholders, to include public social media use.

Any use of the Bob Woodruff Foundation name or logo on digital or print materials including, but not limited to, invitations, press release, signage, and collateral, must be approved by BWF in advance of any electronic or print distribution. All requests for approvals must be sent to [Hunter Russ](#). We require a minimum of one week for approvals; we appreciate any further advance notice. We reserve the right to request the removal of our logo from program or organizational materials at the conclusion of this initiative or program.

Congratulations! BWF takes pride in our partnerships and we only fund programs that we believe will have meaningful outcomes on the lives of impacted service members, veterans, their families, and their caregivers. Thank you for what you do each and every day in support of those we are all honored to serve.

Sincerely,

*Anne Marie Dougherty*  
Chief Executive Officer, Bob Woodruff Foundation

Name: Desi Fleming Signature: *Desi Fleming*

Title: Director of Public Health Date: 09/13/2022

Name: Timothy J. Mahoney Signature: \_\_\_\_\_

Title: Mayor, City of Fargo Date: \_\_\_\_\_

Fiscal Agent: City of Fargo Fiscal Agent POC: Grant Larson 241.1388

Fiscal Agent Address: 225 4th Street North, Fargo ND 58102





## BOB WOODRUFF Investing in the Next FOUNDATION Chapter for Our Veterans

### Appendix A: Reporting Requirements and Deadlines

During your funding, you are required to submit reports through the [BWF Awardee Portal](#). Please review the information below to ensure you are collecting appropriate data to report on the impact of this funding. Please only report on outcomes for individuals who were served by this funding. Please email the Bob Woodruff Foundation with any questions. If you need to adjust your report date, contact BWF at least one week prior to the due date. BWF reserves the right to publicly share the content of these materials with BWF funders or other key stakeholders, unless agreed otherwise.

**REPORT DUE DATE:** December 1, 2022

#### Final Report:

1. Confirm that all BWF funding was spent
2. Concise narrative of the program/initiative/effort the BWF funding supported, including any challenges, delays, lessons-learned or improvements you made to the program
3. Participant Demographics
  - a. Number of service members or veterans served
  - b. Number of individuals in the service members' or veterans' household directly served
4. Complete option (a) or option (b), outlined below, to provide an impact story. BWF reserves the right to publicly share this content with BWF funders and other stakeholders.
  - a. If your program provides direct services that are appropriate to feature in a public-facing story, complete this section.**
    - i. Name a veteran, service member, caregiver, or family member that exemplifies the success of your BWF grant.
    - ii. Provide general demographic information and service details for this individual, including service dates, service branch, military occupation, and any other relevant details about their service. If the individual is a caregiver or family member, provide details about their life while their service member/veteran was actively serving.
    - iii. What was this individual's experience transitioning out of the military?
    - iv. How did this individual get connected to your program?
    - v. What was this individual's experience in your program?
    - vi. How did this program impact this individual?
    - vii. Upload a photo and/or video of this individual. Ensure your photos are .jpeg files, and that the videos are .mov or .mp4. Provide photos and videos in the highest resolution possible.
  - b. If featuring an individual participant is not appropriate for a public-facing story, complete this section.**
    - i. Name a staff member who actively contributes toward the goal of this BWF-funded program.
    - ii. Provide a brief bio about this individual, including their connection to the military/veteran community.
    - iii. How has this BWF grant improved this individual's ability to meet the needs of the population this program serves?
    - iv. What accomplishment is this individual most proud of related to their impact on the population this program serves?
    - v. Upload a photo and/or video of this individual, or other program-related visual. Ensure your photos are .jpeg files, and that the videos are .mov or .mp4. Provide photos and videos in the highest resolution possible.



## BOB WOODRUFF Investing in the Next FOUNDATION Chapter for Our Veterans

### Appendix B: Information Sharing Requirements

**Promotional Materials:** If you produce any materials associated with the funded program, you must feature the Bob Woodruff Foundation logo (available for download [here](#)). These materials must be approved by BWF in advance of any electronic or print distribution. We require a minimum of one week for approvals; we appreciate any further advance notice.

**Website:** If applicable, your website should include the BWF logo and the following message: *This program is made possible in part of the Bob Woodruff Foundation, which is dedicated to ensuring that impacted veterans, service members, their families, and their caregivers thrive long after they return home.* We reserve the right to request the removal of our logo from program or organizational materials at the conclusion of the funding period.

Social Media and Network Notification:


1. Please promptly communicate information about your funding via your social networks and email mailing list. Please do not provide the dollar amount of your award in any external announcements.
  - a. Please acknowledge this BWF funding in your social media by tagging @bwforg on Twitter and Instagram, and @BobWoodruffFoundation on Facebook and LinkedIn, using the hashtag #GotYour6 and this language: *We're proud to be a BWF local partner in the #GotYour6 Network. Our thanks to the Bob Woodruff Foundation for this funding to help us support service members, veterans, their families, and their caregivers.*
  - b. Local partners are required to follow BWF on Twitter @bwforg and Facebook @BobWoodruffFoundation
  - c. Local partners are required to join and participate on the Bobslist Google Group. Joining is a two-step process:
    - (1) Log into Google using your preferred email address; you don't need to use a Gmail.
    - (2) On the Bobslist page, submit a request to join by "asking to join the group" and entering your local partner name (not the organization for which you work).
  - i. Once your membership is confirmed, you can post two ways:
    - (1) Email the post to bobslist-bobwoodrufffoundation@googlegroups.com
    - (2) Post directly on Bobslist

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**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 15, 2022**

**RE: NOTICE OF GRANT AWARD FUNDING WITH THE NORTH  
DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY,  
FOR \$15,000. G21.094**

This is a request to approve the subaward from the North Dakota Department of Environmental Quality for funding to help Fargo Cass Public Health to collect and dispose of autos and scrap metal as per North Dakota Century Code 23.1-15 in Cass, Ransom, Richland, Sargent, Steel, and Traill counties.

No budget adjustments are needed.

If you have questions please contact Desi Fleming at 241.1380.

**Suggested Motion:** Move to approve the subaward from North Dakota Department of Health

DF/lls  
Attachment

**NOTICE OF SUBAWARD**

NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDDEQ) - UEI: ZP9KYB67ZB46  
(07-2022)

<b>Subaward Number</b> G21.094	<b>Assistance Listing Name</b> N/A	<b>Assistance Listing Number</b> N/A	
<b>FAIN Number</b> N/A	<b>Subaward Type (Check One)</b> <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	<b>Subaward Start Date</b> 9/15/2022	<b>Subaward End Date</b> 6/30/2023
<b>Federal Award Date</b> N/A	<b>Federal Awarding Agency</b> N/A		

The Parties to this subaward are the NDDEQ (Grantor) and the Subrecipient. This subaward is not effective and expenditures related to this subaward should not be incurred until both Parties have signed this subaward. If attachments are referenced, they must be returned with the signed subaward. If attachments were not provided, contact the Program Director identified below.

<b>Title of Project/Program</b> Abandoned Auto	<b>NDDEQ Project Code</b> 5551 EQ1282-51
<b>Subrecipient Name</b> Fargo Cass Public Health	<b>Program Director</b> Diana Trussell, Solid Waste Program
<b>Address</b> 1240 25 <sup>th</sup> St. S.	<b>Address</b> 4201 Normandy Street
<b>City/State/ZIP Code</b> Fargo, ND 58103	<b>City/State/ZIP Code</b> Bismarck, ND 58503-1324
<b>Contact Name</b> Desi Fleming	<b>Contact Name</b> Diana Trussell
<b>Telephone Number</b> 701-241-1380	<b>Telephone Number</b> 701-328-5164
<b>Email Address</b> dfleming@fargond.gov	<b>Email Address</b> dtrussell@nd.gov

	<b>NDDEQ Cost Share</b>	<b>Subrecipient Cost Share</b>	<b>Total Costs</b>
<b>Amount Awarded</b>	\$15,000	\$0	\$15,000
<b>Previous Funds Awarded</b>	\$0	\$0	\$0
<b>Total Funds Awarded</b>	\$15,000	\$0	\$15,000
<b>Indirect Rate (Check One)</b>	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of _____ %

**Scope of Service**

Subrecipient will collect and dispose of autos and scrap metal as per North Dakota Century Code 23.1-15 in Cass County, Ransom County, Richland County, Sargent County, Steel County, and Traill County, North Dakota.

**Reporting Requirements**

Final expenditure report for the period ending June 30 must be received by July 15. Reimbursement will be processed upon Department approval of expenditures and completion of work.

**Special Conditions**

None

**This subaward is subject to the following terms and conditions and applicable State and Federal Regulations.**

1. SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING  
Subrecipient understands that this subaward is a one-time subaward and acknowledges that it has received no assurances that this subaward may be extended beyond its expiration date.
2. TERMINATION
  - a) Termination by Mutual Agreement  
This subaward may be terminated by mutual consent of both Parties executed in writing.

b) Early Termination in the Public Interest

Grantor is entering into this subaward for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this subaward ceases to further the public policy of the State of North Dakota, Grantor, in its sole discretion, by written notice to Subrecipient, may terminate this subaward in whole or in part.

c) Termination for Lack of Funding or Authority

Grantor by written notice to Subrecipient may terminate the whole or any part of this subaward under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this subaward or are no longer eligible for the funding proposed for payments authorized by this subaward.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this subaward, is for any reason denied, revoked, suspended, or not renewed.

Termination of this subaward under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

d) Termination for Cause

Grantor may terminate this subaward effective upon delivery of written notice to Subrecipient, or any later date stated in the notice:

- 1) If Subrecipient fails to provide services required by this subaward within the time specified or any extension agreed to in writing by Grantor; or
- 2) If Subrecipient fails to perform any of the other provisions of this subaward, or so fails to pursue the work as to endanger performance of this subaward in accordance with its terms.

The rights and remedies of Grantor provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this subaward.

3. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If Subrecipient is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then Grantor may seek all available remedies, up to and including termination of this subaward pursuant to its Termination Section, and Grantor shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

4. INDEPENDENT ENTITY

Subrecipient is an independent entity under this subaward and is not a Grantor employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Subrecipient retains sole and absolute discretion in the manner and means of carrying out Subrecipient's activities and responsibilities under this subaward, except to the extent specified in this subaward.

5. ASSIGNMENTS AND SUBCONTRACTS

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

Subrecipient may enter into subcontracts provided that any subcontract acknowledges the binding nature of this subaward and incorporates this subaward, including any attachments. Subrecipient is solely responsible for the

performance of any subcontractor with whom Subrecipient contracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

6. SPOILIATION-PRESERVATION OF EVIDENCE

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

7. INTEGRATION, MODIFICATION, AND SEVERABILITY

This subaward constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this subaward. No alteration, amendment, or modification of this subaward is effective unless it is reduced to writing and signed by the Parties.

If any term of this subaward is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this subaward did not contain that term.

8. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this subaward.

9. CONTINGENT LIABILITY

During the term of this subaward, and for three years after this subaward expires or is terminated, Subrecipient agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this subaward to the extent those claims are disallowed by any federal agency for failure on the part of Subrecipient to comply with this subaward or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Subrecipient prompt written notice of any disallowed claims subject to reimbursement by Subrecipient. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

10. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this subaward beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this subaward. If those appropriations are not forthcoming, Grantor will notify Subrecipient as soon as possible and the subaward will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the subaward.

11. EVALUATION

Grantor shall, throughout the effective dates on the subaward, conduct an ongoing evaluation of Subrecipient's performance in carrying out the Scope of Service in the subaward. Compliance with subaward requirements and assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Subrecipient in accomplishing stated goals and objectives.

## **SUBRECIPIENT ASSURANCES**

12. ASSURANCES

Subrecipient understands in connection with furnishing supplies or performing work under this subaward, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this subaward including the following:

- a) Fair Labor Standards Act, Equal Pay Act of 1963,
- b) Titles VI and VII of the Civil Rights Act of 1964,
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967,
- e) Age Discrimination Act of 1975,

- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving,
- i) Section 504 of the Rehabilitation Act of 1973,
- j) Executive Order 13043, Increasing Seat Belt Use in the United States,
- k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328),
- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))
- m) Build America, Buy America of the Infrastructure Investment and Jobs Act (P.L. 117-58, §§70911-70917)

13. APPLICABLE COSTS

Unless otherwise authorized by federal law, the charges to be made by Subrecipient do not include costs financed by federal monies other than those generated by this subaward.

14. DEBARMENT/SUSPENSION

By signing this subaward, Subrecipient certifies that neither Subrecipient, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

15. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal subaward, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, subaward, loan, or cooperative agreement. If any subaward funds other than federal 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, subaward, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b) Subrecipient shall require that the language of the Subrecipient Assurances in this subaward be included in the award documents for all subawards at all tiers (including subcontracts, Subawards, and contracts under subawards, loans, and cooperative agreements) and that all subrecipients shall comply with these assurances.
- c) Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grass roots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any subaward or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

16. SMOKE FREE

Any Subrecipient that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 23-12-11. Further, if Subrecipient is not in North Dakota, Subrecipient will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

**ENERGY AND ENVIRONMENTAL CONSERVATION**

Subrecipient must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40 CFR 30.44(a)).

18. **RESOURCE CONSERVATION AND RECOVERY ACT**

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40 CFR Parts 247).

19. **EQUIPMENT**

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D, §200.313, title to equipment acquired under a subaward will vest upon acquisition in the Subrecipient.

20. **FEDERAL AUDIT REQUIREMENTS**

Subrecipient agrees to keep financial records necessary to fully disclose the complete financial status of the subaward. Subrecipient must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Subrecipient agrees to meet all audit requirements as specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this subaward by reference.

21. **NOTICE**

All notice or other communication required under this subaward must be given by registered or certified mail and are complete on the date postmarked when addressed to the Parties at the following addresses:

SUBRECIPIENT	GRANTOR
Desi Fleming	L. David Glatt, P.E.
Director of Public Health	Director
1240 25 <sup>th</sup> St. S.	4201 Normandy Street
Fargo, ND 58103	Bismarck, ND 58503-1324

Notice provided under this provision does not meet the notice requirements for monetary claims against the Grantor found at North Dakota Century Code § 32-12.2-04.

22. **CERTIFICATION**

By signing this subaward, Subrecipient certifies the following:

- a) The organization/agency has agreed upon the conditions of the subaward applicable to funding received through all subawards issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.
- b) If the organization/agency expends \$750,000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.
- c) The person(s) responsible for authorizing, expending or accounting for subaward funding will be provided access to the circulars and subaward requirements as specified in Section 24.

<b>Unique Entity ID (SAM)</b> K2QJQZVH5PM6	<b>Federal Taxpayer Identification Number (FEIN) SSN</b> 45-6002069
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**EFFECTIVENESS OF CONTRACT**

This subaward is not effective until fully executed by both Parties.

<b>SUBRECIPIENT</b>	<b>STATE OF NORTH DAKOTA</b>
Fargo Cass Public Health	Acting through its Department of Environmental Quality
BY: <i>Desi Fleming</i>	BY:
Desi Fleming	L. David Glatt, P.E.
Director of Public Health	Director
DATE: <i>9/15/22</i>	DATE:
City of Fargo	
BY:	
Timothy J. Mahoney Mayor, City of Fargo	
DATE:	



# Fargo Inspections

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



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## MEMORANDUM

**TO:** Board of City Commissioners  
**FROM:** Inspections Director Shawn Ouradnik  
**DATE:** September 19, 2022  
**SUBJECT:** Dangerous Building at 714 12th Street North

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The property owner of 714 12th Street North, Fargo has failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. Therefore, it will be necessary to set a dangerous building hearing date and time regarding the building order for the above property in accordance with Fargo Municipal Code Article 21-0405.

**RECOMMENDED MOTION:** To set Monday, October 3, 2022 at 5:15 p.m. as the date and time for a Public Hearing on the dangerous building located at 714 12th Street North.

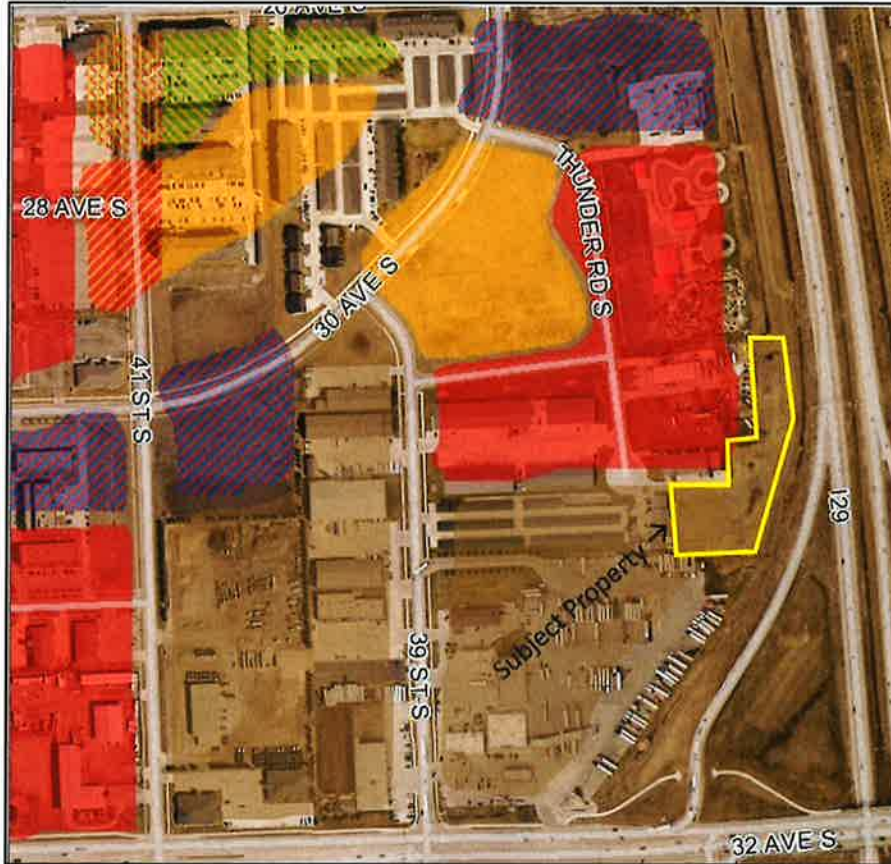
(15)

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Sanders Addition	<b>Date: Update:</b>	7/27/3022 9/15/2022
<b>Location:</b>	3064 Thunder Road	<b>Staff Contact:</b>	Donald Kress, current planning coordinator
<b>Legal Description:</b>	Portion of Lots 3 and 10, Block 1, Adams 5th Addition		
<b>Owner(s)/Applicant:</b>	Five Two Investments / Tony Eukel—MBN Engineering	<b>Engineer:</b>	Houston Engineering
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (replat of a portion of Lots 3 and 10, Block 1, Adams 5th Addition)		
<b>Status:</b>	City Commission Public Hearing: September 19 <sup>th</sup> , 2022		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Undeveloped	<b>Land Use:</b> Industrial
<b>Zoning:</b> LI, Limited Industrial	<b>Zoning:</b> No change
<b>Uses Allowed:</b> LI allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, basic utilities, certain telecommunications facilities	<b>Uses Allowed:</b> No change
<b>Maximum Lot Coverage Allowed:</b> 85%	<b>Maximum Lot Coverage Allowed:</b> No change
<b>Proposal:</b>	
<p>The applicant request one entitlement: A <b>minor subdivision</b>, to be known as Sanders Addition, a replat of a portion of Lots 3 and 10, Block 1, Adams 5th Addition.</p> <p>The subject property is located at 3064 Thunder Road and encompasses approximately 2.39 acres.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: LI, Limited Industrial, with industrial service uses;</li> <li>• East: Interstate 29 right of way</li> <li>• South: LI, Limited Industrial, with industrial service and truck stop uses;</li> <li>• West: LI, Limited Industrial, with industrial service pet daycare use</li> </ul>	

**Area Plans:**

The subject property is included in the 2003 Southwest Future Land Plan, which designates the property for "Industrial" land use. The existing zoning of LI, Limited Industrial is consistent with this land use designation.



2003 Southwest Future Land Use Plan	
Land Use	
[Red]	Commercial
[Red with diagonal lines]	Commercial or Medium/High Density
[Green with diagonal lines]	Commercial or Medium/High or Park/Open Space
[Green]	Commercial or Park/Open Space
[Red with diagonal lines]	Either Industrial or Commercial
[Blue with diagonal lines]	Either Office or Commercial
[Blue with diagonal lines]	Either Office or Medium/High Density Residential
[Brown]	Industrial
[Yellow]	Low/Medium Density Residential
[Orange]	Low/Medium Density or Medium/High Density
[Yellow]	Medium/High Density Residential
[Green with diagonal lines]	Medium/High Density or Park/Open Space
[Blue]	Office
[Red with diagonal lines]	Office or Commercial or Medium/High Density
[Green]	Park/Open Space
[Purple]	Public
[Red with diagonal lines]	Public or Commercial
[Blue with diagonal lines]	Public or Low/Medium Density
[Blue with diagonal lines]	Public or Office
[Blue]	Storm Water

**Context**

**Neighborhood:** The subject property is included in the Anderson Park neighborhood.

**Schools:** The subject property is located within the West Fargo School District and is served by Freedom Elementary, Liberty Middle, and Sheyenne High schools.

**Parks:** There are no parks within one-half mile of the subject property.

**Pedestrian / Bicycle:** There are no sidewalks or bike facilities in this area.

**MATBUS Routes:** The subject property is not located along a MATBUS route. The nearest stop is at 39<sup>th</sup> Street and 32<sup>nd</sup> Avenue South (Route 14), over one-quarter mile from the subject property.

**Staff Analysis:**

**MINOR SUBDIVISION:** The subdivision plat will combine portions of two existing platted lots into one lot. Access will be from Thunder Road by way of an existing access easement.

**VACATION OF UTILITY EASEMENT:** The plat proposes to vacate a portion of an existing utility easement that crosses the property. It is the applicant's responsibility to contact all potential utility providers and submit documentation that there are no utilities in these easements. City staff has reviewed the applicant's documentation.

**Subdivision**

The LDC stipulates that the following criteria are met before a minor plat can be approved:

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The current zoning is LI, Limited Industrial. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no comments or inquiries. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

- 2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission staff and move to approve the proposed subdivision plat of **Sanders Addition** on the basis that it satisfactorily complies with the 2003 Southwest Future Land Use Plan, Standards of Article 20-06, and Section 20-0907.B. and C of the LDC and all other applicable requirements of the LDC.

**Planning Commission Recommendation: August 2nd, 2022**

At the August 2<sup>nd</sup>, 2022 Planning Commission hearing, that Commission, by a vote of 6-0 with three Commissioners absent and two Commission seats vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat of **Sanders Addition** on the basis that it satisfactorily complies with the 2003 Southwest Future Land Use Plan, Standards of Article 20-06, and Section 20-0907.B. and C of the LDC and all other applicable requirements of the LDC

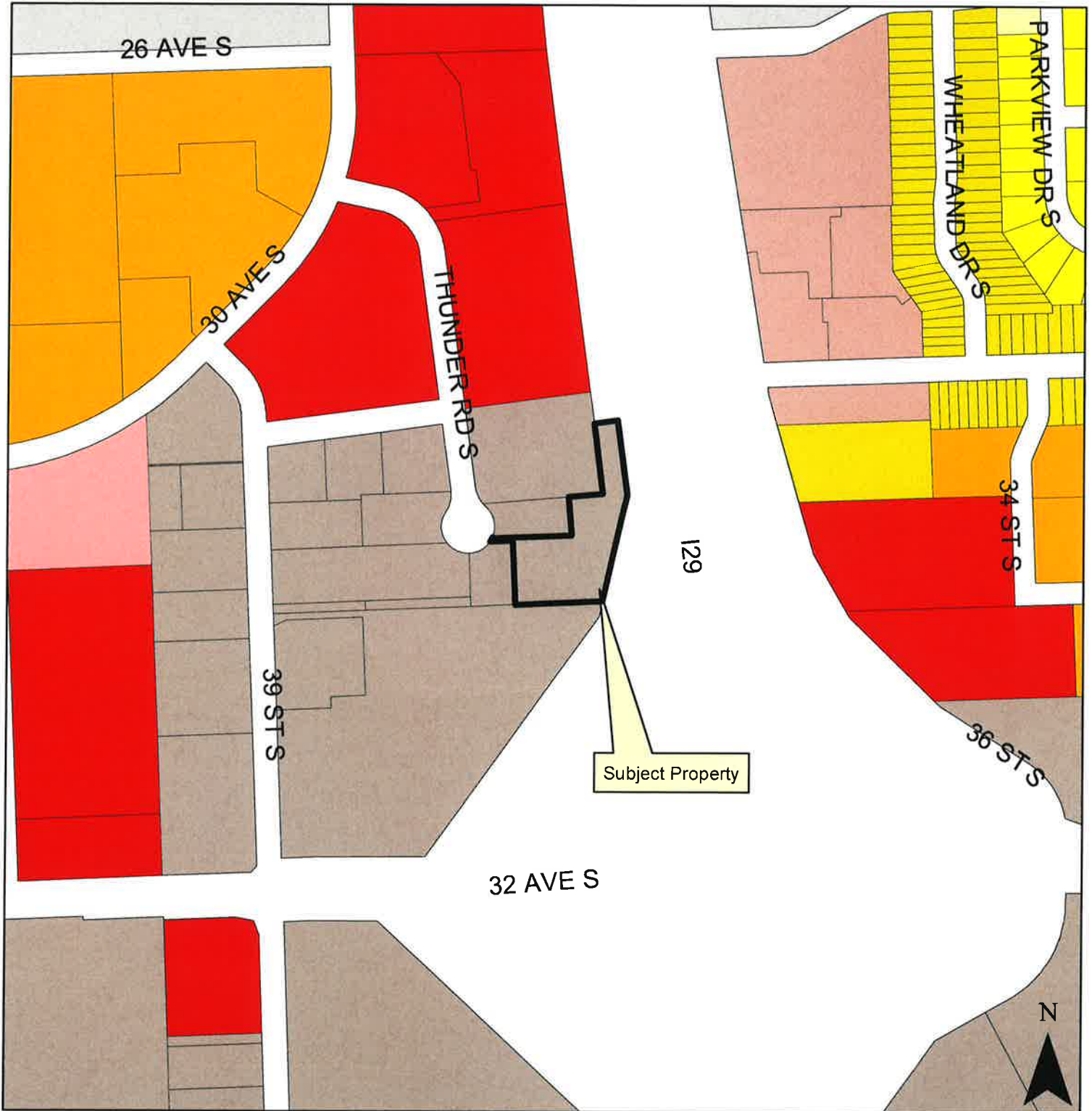
**Attachments:**

1. Zoning Map
2. Location Map
3. Preliminary Plat

# Plat (Minor)

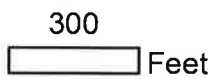
## Sanders Addition

3064 Thunder Road S



### Legend

AG	DMU	LC	MHP	SR2
GGC	ML	MR-1	NO	SR3
GO	MR-2	MR-3	UMU	City Limits



Fargo Planning Commission  
August 2, 2022

# Plat (Minor)

## Sanders Addition

3064 Thunder Road S



# SANDERS ADDITION

BEING A REPLAT OF A PORTION OF LOTS 3 AND 10,  
BLOCK 1, ADAMS FIFTH ADDITION  
TO THE CITY OF FARGO,  
CASS COUNTY, NORTH DAKOTA  
(A MINOR SUBDIVISION)

**CONVEYOR, DEEDGRANTOR AND DECLARATION:**

KNOW ALL PERSONS BY THESE PRESENTS: That Five Two Investments, LLC, a North Dakota limited liability company, is the owner and proprietor of the following described tract of land:

That part of Lots 3 and 10, Block 1, Adams Fifth Addition, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 3, thence North 89°39'07" East, along the westerly line of said Lot 3, for a distance of 274.00 feet to the northeast corner of a tract of land described in Document No. 1342798, on file at the Cass County Clerk's Office, Fargo, North Dakota; thence South 89°39'07" East, along the northern line of said Lot 3, for a distance of 102.58 feet to the northeast corner of said Lot 3, and point being a corner point on the westerly boundary of said Lot 10, said westerly boundary being a curve, concave westerly, radius 22,698.28 feet; thence northerly, along said curve to the northeast corner of said Lot 10, for a distance of 234.97 feet, central angle 105°30'43" West; thence South 89°39'07" West, to a corner point on the westerly boundary of said Lot 10, said westerly boundary being a curve, concave westerly, radius 22,733.23 feet, central angle 105°30'43" West; thence South 07°18'57" East, to a corner point on the westerly boundary of said Lot 10, thence South 12°47'11" West, along the westerly boundary of said Lot 10, for a distance of 238.88 feet, central angle 105°30'43" West; thence South 87°28'18" West, along the westerly boundary of said Lot 10, for a distance of 124.43 feet to a point of intersection with the westerly line of said Lot 3, the extended westerly line of said Lot 3, the extended westerly line of said Lot 10, and the westerly line of said Lot 3, all of which are on the same line, to the intersection of the westerly line of said Lot 3 and the westerly line of said Lot 10, thence South 87°28'18" West, along the westerly line of said Lot 3, for a distance of 124.43 feet to the intersection with the westerly boundary of said Lot 3, thence northerly, along said curve to the northeast corner of said Lot 3, thence northerly, along said curve to the northeast corner of said Lot 3, for a distance of 15.07 feet, central angle 107°22'17" East; thence North 89°39'07" East, for a distance of 268.68 feet to the intersection of the westerly line of said Lot 3 and the westerly line of said Lot 10, thence South 87°28'18" West, along the westerly line of said Lot 3, for a distance of 124.43 feet to the Point of Beginning.

Said tract of land contains 2.261 acres, more or less.

And that said party has caused this plat to be surveyed and deposited as SANDERS ADDITION to the City of Fargo, Cass County, North Dakota, does hereby recite the duly attested as designated for record on this plat, and does hereby declare and convey to the public, for their use, the fully ascertained shown on this plat.

**OWNER:**

Five Two Investments, LLC  
A North Dakota limited liability company

Mark Sanders, President

State of North Dakota } ss  
County of Cass

On this 15 day of September, 2022, before me personally appeared Mark Sanders, President of Five Two Investments, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of and in the interest of said company.

Notary Public *K. Johnson*



Curis A. Starbuck  
Professional Land Surveyor No. 4722

State of North Dakota } ss  
County of Cass

On this 7<sup>th</sup> day of September, 2022, before me personally appeared Curis A. Starbuck, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of and in the interest of said company.

Notary Public *Curis A. Starbuck*



FARGO PLANNING COMMISSION APPROVAL  
Approved by the City of Fargo Planning Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Rocky Schmalzer, Chair  
Fargo Planning Commission  
State of North Dakota } ss  
County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Rocky Schmalzer, Chair of Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the Fargo Planning Commission.

Notary Public \_\_\_\_\_



FARGO CITY COMMISSION APPROVAL  
Approved by the Board of City Commissioners and ordered filed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Timothy J. Mahoney, Mayor

Alieet Storm Spurgas, City Auditor

State of North Dakota } ss  
County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo, and Alieet Storm Spurgas, City Auditor, City of Fargo, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public \_\_\_\_\_

State of North Dakota } ss  
County of Cass

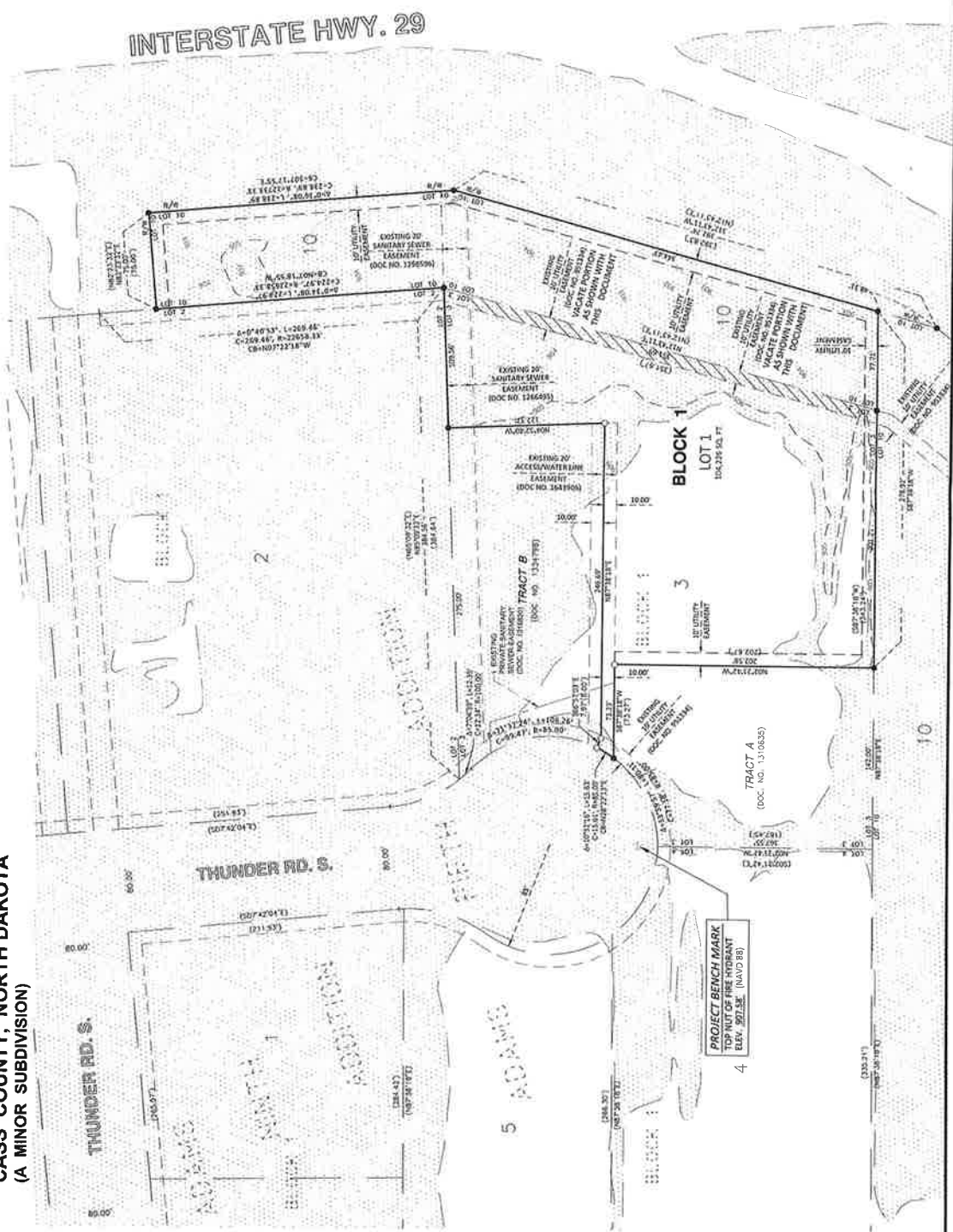
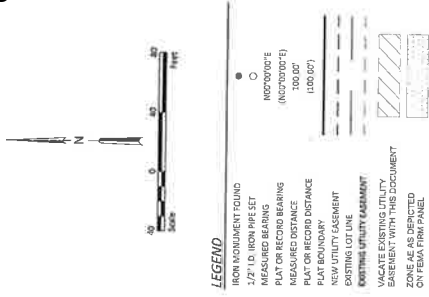
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Brenda E. Derring, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on her own and as such.

Notary Public \_\_\_\_\_

HOUSTON  
engineering, inc.  
Sheet 2 of 2  
Project No. 6052-0102



**SANDERS ADDITION**  
 BEING A REPLAT OF A PORTION OF LOTS 3 AND 10,  
 BLOCK 1, ADAMS FIFTH ADDITION  
 TO THE CITY OF FARGO,  
 CASS COUNTY, NORTH DAKOTA  
 (A MINOR SUBDIVISION)



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**TO:** Fargo City Commission

**FROM:** Nicole Crutchfield, Director of Planning and Development  
Mark Williams, Assistant Director of Planning and Development  
Kim Citrowske, Planning Coordinator

**DATE:** September 15, 2022

**SUBJECT:** Initiation and RFP for Growth Plan

Staff is requesting formal approval to move forward with a request for proposal (RFP) for multi-disciplinary consulting firms to conduct and develop a citywide Growth Plan that will inform strategic decision making in relation to future growth, and which will lay the foundation for a comprehensive update to the City's development regulations. The Plan will build upon, and integrate into, the City's existing array of comprehensive plans, master plans and long range plans.

Background

The need for an updated, city-wide Growth Plan has been increasingly evident in recent years, as the City has continued to grow at a rapid pace with forecasts predicting future growth. An update to the 2007 Growth Plan has been identified in the Core Neighborhood Plan with the aim to provide a long-term vision for growth that more adequately accounts for the costs and benefits of how and where growth happens (p58).

On September 8, an Informational Meeting was held of the Planning Commission and City Commission where detailed discussion was exchanged regarding the proposed Growth Plan and feedback was solicited from these two groups as well as from members of the public who were in attendance. This request to initiate this study and move forward with the RFP process was also reviewed and supported by Public Works Project Evaluation Committee (PWPEC) and Utility Committee. This strategic project has been identified as a priority on the Planning Department's current work plan and accounted for in Planning's budget for professional services.

In summary, staff intends to partner with a qualified professional consultant to lead the development of a Growth Plan and detailed implementation strategy. To this end, staff will publish an RFP in order to solicit interest from qualified consultants from across the country. Staff anticipates the RFP to be published soon and for the selected consultant to complete the work by summer 2024.

Suggested Motion

"To approve staff's request to draft and publish a request for proposal for the Growth Plan and otherwise initiate this project."

# Project Summary

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Project Name: Fargo Growth Plan 2022

September 8, 2022

## Project Abstract:

The purpose of this project is to partner with a qualified consultant to produce a city-wide Growth Plan that will inform strategic decision making in relation to future growth, and which will lay the foundation for a comprehensive update to the City's development regulations. The Plan will build upon, and integrate into, the City's existing array of comprehensive, master plans and long range plans.

Recognizing the interrelated effects on urban growth of decisions made by various local entities, the project will include a high degree of collaboration and coordination amongst City departments and partner agencies. The project will result in a Growth Plan that provides actionable recommendations supported by well-founded rationale and data.

## Purposes and Needs

- To cultivate a collaborative approach to guide growth across City departments, stakeholders and local jurisdictions (i.e. schools, parks and neighboring cities) with consideration to areas protected by the FM Diversion.
- To integrate and distill the City's existing plans and policies into one cohesive strategy for the purpose of managing growth thresholds, particularly those based on historic data, extension of infrastructure, and both development and market trends.
- To identify and develop the framework and tools necessary to make informed and strategic growth decisions relating, but not limited, to such things as:
  - Location, type, and phasing of development (infill, redevelopment, & new development)
  - Annexation, extension of public services, construction of public infrastructure
  - Urban form and land-use
- To lay the groundwork for an update to the Land Development Code—giving special attention to growth and development decisions that are contextually appropriate.

## Issues:

- Outdated growth plan
- Upcoming comprehensive update to the Land Development Code
- No land-use component to Go2030
- Lack of shared vision for future and infill development
- FM Diversion/limited growth area protected by floods
- Disjointed decision making amongst City departments and partner agencies (e.g., lack of long-range facility planning coordination between City, Parks, & Schools)
- Disparities between Fargo & neighboring cities, as well as between neighborhoods/areas within Fargo.
- Lack of community discussion and input on future vision for growth; need to reaffirm commitment to Go2030

## Outcomes:

At the end of this process, the City and community will have:

- A definitive framework for decision-making and action relating to growth management, including the necessary tools to guide land-use and zoning decisions, such as a future land-use and transportation maps, etc.
- A broadly supported master plan of which all City departments take ownership.
- A framework for coordinating growth management in collaboration with applicable partner entities.
- A clear understanding of the major forces that drive and shape growth and development (e.g., regional market forces, development regulations, incentive programs, utility servicing, tax structure, etc.) and their nexus to growth management.
- A legally defensible master plan, adopted via ordinance in accordance with State enabling legislation.

- A strategy based on data from stakeholders and City decision-makers that guides future growth with respect to context and outlines appropriate place-specific development and redevelopment within Fargo city limits. A tiered development approach to green field development within Fargo's extraterritorial jurisdiction that complements neighboring jurisdictions within the FM Division.
- A clear vision, direction, and guide to future development on which to base a comprehensive update to the City's Land Development Code.

Plan Components

- Anticipated Plan components include:
  - Vision & Framework findings
  - Policy Maps (Future Land Use, Right of Way, Infrastructure, etc.)
  - Scenario Planning to Guide Growth (i.e. Tiers)
  - Capital Facilities Analysis
  - Policy Development & Analysis
- Allow planning process flexibility to identify new ideas to be integrated

Deliverables:

- A Growth Plan document that details the planning process and outlines key findings, results, conclusions, recommendations, etc.
- A vetted and practical strategy to implement the Plan's recommendations, including buy in from key stakeholders & City leadership, budget & staffing implications, timelines, and clearly identified roles & responsibilities.
- Presentations to Planning Commission, City Commission, Public Works Project Evaluation Committee (PWPEC), partner agencies, and other applicable stakeholder groups.
- Other mid-term deliverables identified during the final project scoping process.

Planning Department Responsibilities:

- Initiate project & champion support
- Include other applicable departments in the scoping and planning process
- Project plan approval by Planning Commission & City Commission
- Create & Publish Project RFP
- Facilitate selection committee
- Negotiate final scope and contract with consultant
- Facilitate consultant
- Stakeholder communication throughout process
- Champion approval & implementation

Other Partners:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• City Commission</li> <li>• Planning Commission</li> <li>• Engineering Department</li> <li>• Public Works Department</li> <li>• Enterprise Utility Departments</li> <li>• Public</li> <li>• School Districts</li> </ul> | <ul style="list-style-type: none"> <li>• Park District</li> <li>• Other municipal service providers (Police/Fire/Library...)</li> <li>• Development Community</li> <li>• Development Organizations (i.e., EDC, Chamber, Real Estate professionals, etc.)</li> <li>• Neighboring jurisdictions</li> <li>• (Others TBD)</li> </ul> |
|---|--|

Timeline:

- |  |                                 |
|--|---------------------------------|
| • RFP Available for Viewing                | September 20, 2022              |
| • Proposals Due                            | 11:00 AM CDT – October 28, 2022 |
| • Interview Selection Notice               | November 18, 2022               |
| • Interviews                               | November 28 – December 2, 2022  |
| • Award Notice                             | December 9, 2022                |
| • Contract Due                             | December 9, 2022                |
| • Contract to City Commission for Approval | December 27, 2022               |
| • Project Kick-off                         | January 2023                    |
| • Project Completion                       | Summer 2024                     |

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# FARGO POLICE DEPARTMENT

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

*OFFICE OF THE CHIEF*

## MEMORANDUM

**To:** Kember Anderson  
**From:** Chief David B. Zibolski *DZ*  
**Date:** September 13, 2022  
**RE:** Items for consent agenda

Kember,

For the September 19, 2022 City Commission Meeting I would like approval to accept the Memorandum of Understanding between the Fargo Police Department and the Federal Bureau of Investigations. This MOU would allow one of our Detectives to participate in the Safe Streets Violent Crimes Task Force. City Attorney, Nancy Morris, has reviewed and approved the MOU.

Please contact my office if you need any additional information.

Thank you.



# FARGO POLICE DEPARTMENT

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

## CRIMINAL INVESTIGATIONS DIVISION

### MEMORANDUM

To: Chief David Zibolski

From: Capt George Vinson *GW*

Date: 09.07.2022

RE: FBI MOU Approval Request

RECEIVED  
FARGO POLICE DEPARTMENT

SEP 07 2022

TRAVIS STEFONOWICZ  
ASSISTANT CHIEF OF POLICE  
REF *Chief Zibolski*

RECEIVED  
FARGO POLICE DEPARTMENT

SEP 12 2022

DAVID B ZIBOLSKI  
CHIEF OF POLICE *DB*

REF: *File- MOU*

*CC: For CITY COMM. 9/19/22*

Per our recent conversations, I propose we approve a detective's participation with the FBI in their Safe Streets Violent Crimes Task Force. The details of this agreement are set forth in the attached Memorandum of Understanding.

The Minneapolis Safe Streets Violent Crimes Task Force is an effort set forth by the Federal Bureau of Investigation to formalize relationships between participating agencies for policy guidance, planning, training, public and media relations and maximize inter-agency cooperation. It is called "Minneapolis" because the field office presiding over our geographic area is centered in Minneapolis. If approved, our detective will work with local FBI agents and task force members to address violent crime happening in or impacting Fargo from our police department.

Considering the recent impacts of violent crime in our community, this effort will enable our Department to increase our capacity to solve violent crimes more efficiently. This partnership would mean access to the FBI's resources to help solve crime and disrupt/dismantle criminal organizations in our community. The partnership's mission is to prosecute criminal enterprise groups responsible for a wide variety of offenses including crimes of violence such as murder, aggravated assault, robbery and violent street gangs. The Safe Streets Violent Crimes Task Force will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative avenues by which to convict and incarcerate dangerous offenders. In other words, the partnership aims to address the most violent of individuals committing crimes in our community. I have been working on this MOU concept with local FBI Supervisory Special Agent Erin Falb, City Attorney Nancy Morris, and internal staff. I believe this is the right step for our Department and our community.

#### Recommended motion

*Approve the police department to sign the proposed Memorandum of Understanding with the Federal Bureau of Investigation and join the Minneapolis Safe Streets Violent Crimes Task Force.*

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FEDERAL BUREAU OF INVESTIGATION  
MINNEAPOLIS SAFE STREETS VIOLENT CRIMES TASK FORCE  
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the Fargo Police Department (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Minneapolis Safe Streets Violent Crimes Task Force (SSVCTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment or rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the SSVCTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSVCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the SSVCTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Minneapolis Division shall designate one Supervisory Special Agent (SSVCTF Supervisor) to supervise the SSVCTF. The SSVCTF Supervisor may designate a Special Agent to serve as the SSVCTF Coordinator. Either the SSVCTF Supervisor or the SSVCTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSVCTF.
7. Conduct undertaken outside the scope of an individual's SSVCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSVCTF Supervisor or SSVCTF Coordinator.
8. SSVCTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSVCTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All SSVCTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).
11. SSVCTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the SSVCTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSVCTF Supervisor will also retain discretion to remove any individual from the SSVCTF.

**B. Case Assignments**

13. The FBI SSVCTF Supervisor will be responsible for opening, monitoring, directing, and closing SSVCTF investigations in accordance with existing FBI policy and the applicable U.S. Attorney General's Guidelines.
14. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the SSVCTF Supervisor.



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15. For FBI administrative purposes, SSVCTF cases will be entered into the relevant FBI computer system.
16. SSVCTF personnel will have equal responsibility for each case assigned. SSVCTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSVCTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the SSVCTF will not knowingly be subject to non-SSVCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSVCTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSVCTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. SSVCTF investigative leads outside of the geographic areas of responsibility for the FBI Minneapolis Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSVCTF personnel will be limited to those situations where it is essential to the effective performance of the SSVCTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.
22. Non-FBI SSVCTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSVCTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
23. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with

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necessary administrative procedures regarding operation and payment as set forth by the FBI.

24. The U.S. Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSVCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSVCTF investigation must be in accordance with the U.S. Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSVCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSVCTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSVCTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. SSVCTF reports prepared in cases assigned to SSVCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SSVCTF cases which are opened and assigned by the SSVCTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSVCTF.
29. SSVCTF investigative records maintained at the Minneapolis Field Office of the FBI will be available to all SSVCTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSVCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by SSVCTF personnel.
31. All SSVCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSVCTF Supervisor approval.
32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

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**INFORMATION SHARING**

33. Records or reports created or obtained by the SSVCTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the SSVCTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Fargo Police Department receives a request pursuant to North Dakota's public records statute, N.D. CENT. CODE § 44-04-18, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SSVCTF records, the Fargo Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
34. No information possessed by the FBI, to include information derived from informal communications between SSVCTF personnel and FBI employees not assigned to the SSVCTF, may be disseminated by SSVCTF personnel to non-SSVCTF personnel without the approval of the SSVCTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSVCTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. The Parties acknowledge that this MOU may provide SSVCTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSVCTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
36. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

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39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

**PROSECUTIONS**

41. SSVCTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of SSVCTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSVCTF.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSVCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

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**B. Undercover Operations**

47. All SSVCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

48. The parent agency of each individual assigned to the SSVCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
49. The parent agency of each individual assigned to the SSVCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.<sup>2</sup>

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

50. SSVCTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

51. Local and state law enforcement personnel designated to the SSVCTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

<sup>2</sup> Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSVCTF or until the termination of the SSVCTF, whichever comes first.

52. Deputized SSVCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SSVCTF must be federally deputized under Title 18 and/or Title 21 of the USC while assigned to the SSVCTF. The FBI may likewise require federal LEOs who serve on the SSVCTF to be deputized while assigned to the SSVCTF. The FBI will secure the required authorization for deputations, as needed.
54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SSVCTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

**VEHICLES**

55. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSVCTF business and only in accordance with applicable FBI policy, rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SSVCTF personnel will require the execution of a separate Vehicle Use Agreement.
56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSVCTF business.
57. Neither the FBI nor the United States shall be responsible for any liability arising from the use of an FBI owned or leased vehicle by SSVCTF while engaged in any conduct outside the scope of their duties and assignments pursuant to their federal deputation on the [task force].
58. To the extent permitted by applicable law, the Fargo Police Department agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by SSVCTF which is outside the scope of their duties and assignments.

**SALARY/OVERTIME COMPENSATION**

59. The FBI and each participating agency remain responsible for all personnel costs for their SSVCTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.

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60. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSVCTF personnel assigned full-time to SSVCTF, provided overtime expenses were incurred as a result of SSVCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to SSVCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

61. Property utilized by the SSVCTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSVCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSVCTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSVCTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSVCTF operations.
64. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSVCTF investigations may be equitably shared with the agencies participating in the SSVCTF.

**DISPUTE RESOLUTION**

65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSVCTF's objectives.

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66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO SSVCTF AND SECURITY CLEARANCES**

69. If a participating agency candidate for the SSVCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
70. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSVCTF, the participating agency will be so advised and a request will be made for another candidate.
71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
72. Before receiving unescorted access to FBI space identified as an open storage facility, SSVCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSVCTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
73. Upon departure from the SSVCTF, each individual whose assignment to the SSVCTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

74. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSVCTF.
75. Each party agrees to notify the other in the event of receipt of a civil claim arising from [scope of the FBI's relationship with the MOU's other party]. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts or omissions related to the [operational

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relationship]. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSVCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

## 76. COMMON LAW TORT CLAIMS

- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
  - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
  - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
  - D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971); an individual assigned to the SSVCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Minneapolis Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The

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FBI cannot guarantee the United States will provide legal representation or indemnification to any SSVCTF personnel.

- 78. Liability for any conduct by [task force personnel] undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the SSVCTF shall not be the responsibility of the FBI or the United States.

**DURATION**

- 79. The term of this MOU is for the duration of the SSVCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
- 80. Any participating agency may withdraw from the SSVCTF at any time by written notification to the SSVCTF Supervisor with designated oversight for investigative and personnel matters or program manager of the SSVCTF at least 30 days prior to withdrawal.
- 81. Upon termination of this MOU, all equipment provided to the SSVCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSVCTF participation.

**MODIFICATIONS**

- 82. This agreement may be modified at any time by written consent of all involved agencies.
- 83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**

\_\_\_\_\_  
 Special Agent in Charge  
 Federal Bureau of Investigation

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Chief  
 Fargo Police Department

\_\_\_\_\_  
 Date

**FBI NATIONAL VEHICLE LEASE  
VEHICLE USE AGREEMENT – NON-FBI TASK FORCE OFFICER**

FBI Office/Program: Fargo RA/Minneapolis Division

Vehicle Operator Name: \_\_\_\_\_

Operator's Agency: Fargo Police Department

Operator's Task Force: Minneapolis Violent Crimes Task Force

\_\_\_\_\_ (operator), Fargo Police Department (FPD), is being provided a leased vehicle by the Federal Bureau of Investigation (FBI) for use in connection with his or her assignment as a Task Force Officer to the task force identified above.

The operator and the agency understand and agree to the following conditions related to vehicle use:

1. Use of the vehicle is a privilege carrying certain responsibilities as derived from the lease contract, law, regulation, and FBI policy, including the FBI's Government Vehicle Use Policy Guide (GVU PG). Failure to comply with the responsibilities and conditions outlined in this Agreement may cause the FBI to terminate the Agreement and prohibit further vehicle use. In addition, the vehicle operator using a vehicle for non-official purposes may be individually liable for the costs of such use, any consequent damages to the vehicle, and any injuries or damages sustained by third parties.

2. The operator shall familiarize himself/herself with the applicable FBI National Vehicle Lease Program (NVLP) Guidance, the GVU PG, and the applicable task force Memorandum of Understanding (MOU). The NVLP guidance addresses procedures and responsibilities related to the lease program, while the GVU PG establishes the policy governing the use of government vehicles (GOVs), including vehicles leased or directly rented by the FBI. The task force MOU governs the formation and administration of the task force.

3. The above-identified Task Force Officer and Agency understand that the following restrictions govern appropriate use of the vehicle:

- a. The operator shall use the vehicle only for official purposes related to performance of duties assigned under the FBI Task Force program. The operator shall not use the vehicle for personal use or any other use not directly related to activities authorized within the mission of the FBI Task Force program. The operator may use the vehicle for travel between home and place of work only when specifically authorized in accordance with the GVU PG by an appropriate FBI official (no lower than ASAC).
- b. The operator is authorized to use the vehicle only during the operator's assignment to the task force. Upon cessation of the operator's assignment, the operator shall return the vehicle immediately to the FBI. The operator agrees to return said vehicle to the FBI in the same condition as received, except for normal wear and tear. The operator and/or the agency could be held accountable for damage.
- c. The operator shall not operate the vehicle if the operator fails to possess a valid driver's license. The operator shall exercise reasonable care in using the vehicle and shall not use the vehicle for any illegal activities, including operation while under the influence of drugs or alcohol.
- d. The operator must not permit unauthorized persons to operate the vehicle.
- e. The operator must only transport authorized passengers in the vehicle (i.e., persons with whom the operator has official business related to the FBI Task Force).

4. The following responsibilities are imposed through implementation of the lease contract, and the operator and/or the agency shall comply as stated:

a. If instructed to pick up or turn in a vehicle acquired under the NVLP contract, the operator shall conduct an inspection of the vehicle at the time and place of pick-up or turn-in, and shall accurately complete a Vehicle Inspection Report (provided by the FBI) documenting the results of the inspection. The operator shall provide the completed report to the FBI task force supervisor for subsequent submission to FBI Headquarters.

b. The operator and the agency shall ensure that no law enforcement or other equipment is installed in the vehicles in a manner that requires drilling or otherwise alters or damages the vehicle. The agency shall be responsible for any damage it may cause if it installs equipment.

c. The operator shall retain a Driver's Users Guide, provided by the FBI, which provides information on a national maintenance account, in the vehicle glove compartment at all times. The operator shall take the vehicle to a participating servicing facility at the intervals identified in the kit to obtain necessary preventive and other maintenance. Although the operator does not pay for repairs under this maintenance program, the operator shall obtain receipts for all service to enable reconciliation of billing statements, if necessary. The operator shall provide receipts to the FBI task force supervisor.

d. If a fuel card is provided in conjunction with the vehicle, the operator shall retain the card in the vehicle glove compartment at all times. The operator shall use the card only for purchasing fuel for the assigned vehicle. The operator shall use the card in accordance with all instructions in the Driver's Users Guide, including inputting correct odometer readings as prompted at the fueling station pump.

5. The operator and the agency shall be responsible for any and all parking tickets and traffic citations, unless it is determined that a violation or infraction was necessary for the performance of official duties. The operator shall report tickets and citations as soon as possible to the FBI task force supervisor. The operator/agency shall resolve all outstanding fines promptly and may be denied a subsequent or replacement vehicle until fines are resolved.

6. The operator shall immediately notify the Chief Division Counsel of the Field Office's Legal Unit **AND** the FBI task force supervisor of **ANY** accident involving the vehicle. The operator shall follow procedures for handling accidents, as outlined in FBI NVLP Guidance and the FBI's GVU PG.

7. The operator and the agency recognize the following liability considerations related to use of the vehicle, as further detailed in the applicable task force MOU:

a. This agreement does not alter the potential liability of the operator, the agency, or the United States under applicable law.

b. For the limited purpose of defending a civil claim by a party seeking damages from the operator arising from the alleged negligent operation of an FBI-leased vehicle by the operator, the operator may be deemed to be an employee of the United States as defined in the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680, provided the operator was acting within the scope of his or her duties or assignments pursuant to his or her federal deputation and in conformity with the terms of this Agreement at the time of the incident giving rise to the claim

c. Liability for any civil claims arising from the unauthorized use of an FBI-leased vehicle by the operator undertaken outside of the scope of his or her duties or assignments pursuant to his or her federal

deputation and not conformity with the terms of this Agreement will not be the responsibility of the FBI or the United States.

This Agreement shall remain in effect until the earliest occurrence of the following: conclusion of the operator's assignment to the FBI task force identified above, conclusion of the FBI's participation in the National Vehicle Lease Program, or termination by written notice of one party to the other. Upon the occurrence any of these events, the vehicle shall be returned immediately to the FBI. This agreement may be modified subsequently through written agreement of the parties.

By signatures below, the parties agree to the terms and conditions of this Agreement.

\_\_\_\_\_  
OPERATOR Signature / Date

\_\_\_\_\_  
OPERATOR'S AGENCY Signature / Date

\_\_\_\_\_  
FBI Task Force SSA Signature / Date

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**FEDERAL BUREAU OF INVESTIGATION**  
Minneapolis Violent Crimes Task Force  
**Cost Reimbursement Agreement**

**MSSVCTF Case #: 88A-MP-C60225-CRA**

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Minneapolis Violent Crimes Task Force (MVCTF) as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Fargo Police Department (FPD) located at 105 25<sup>th</sup> St. N., Fargo, ND 58102, Taxpayer Identification Number: 45-6002069, and Telephone Number: 701-235-4493, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI MVCTF Memorandum of Understanding (MOU) signed by the Chief of Police for FPD on September 19<sup>th</sup>, 2022, and shall be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse FPD for overtime payments made to officers assigned to and working full time on MVCTF related matters.

3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Minneapolis Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at FPD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI MVCTF personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to FPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, FPD shall establish an account online in the System for Award Management (SAM) at [www.SAM.gov](http://www.SAM.gov). Verification of FPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Minneapolis Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify FPD of the applicable annual limits prior to October 1st of each year.

6. The number of FPD officers assigned full-time to the MVCTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the MVCTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, FPD shall prepare an official document setting forth the identity of each officer assigned full-time to the MVCTF, along with the regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a

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similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Minneapolis Field Office MVCTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the MVCTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of FPD's participation on the MVCTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

\_\_\_\_\_  
Michael F. Paul  
Special Agent in Charge  
Federal Bureau of Investigation

\_\_\_\_\_  
David Zibolski  
Chief of Police  
Fargo Police Department

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

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

\_\_\_\_\_  
Financial Liaison Specialist  
Federal Bureau of Investigation

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



September 15, 2022

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

RE: RFP22118 Contractor Assistance for Street Snow Plowing Award to Master Construction Company

Commissioners:

On August 10, 2022, Public Works issued a Request for Proposal (RFP) for "Street Snow Plowing Assistance". Upon the closing of the RFP a total of two (2) sealed responses were received.

All proposals received were reviewed and evaluated on the following criteria:

- Proposal Completion,
- Past Work Experience,
- Available Resources,
- Proposed Fees (Attached Bid Tab).

Based on the review of the stated criteria we are recommending award to Master Construction Company.

RECOMMENDED MOTION: I/we hereby move, based on the request for proposal (RFP22118), to award the "Street Snow Plowing Assistance" RFP to Master Construction Company.

Respectfully submitted,

Ben Dow  
Public Works Ops Director



**Street Snow Plowing Services RFP BID TAB**  
**Fargo Public Works - August 30, 2022**

*Proposed Equipment*

<b>Company</b>	<b>Motorgrader</b>	<b>Loader</b>	<b>Hourly Cost Per Unit</b>	<b>Available Units</b>
Master Construction	Cat 14M/JD 870		\$350.00	3
JT Lawn Service		Komatsu WA320 with Plow	\$200.00	2



**PUBLIC  
WORKS**

19

**FLEET MANAGEMENT, FORESTRY  
STREETS & SEWERS  
WATERMAINS & HYDRANTS**  
402 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.1453 | Fax: 701.241.8100  
FargoND.gov

September 15, 2022

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

RE: Interstate Parking Contract (SSP19163) Amendment No 6 for Overnight Parking Enforcement

Commissioners:

Beginning in October of 2019 the city began contracting (SSP19163) with Interstate Parking for overnight parking enforcement from the hours of 3am to 7am in the Downtown. Since that time, the program has proven to be extremely successful in aiding with parking management while trying to perform overnight services within the Downtown.

On June 8, Paul Schnettler, Interstate Parking Chief Operating Officer, contacted staff requesting an increase in the hourly rate for the overnight enforcement operations. In 2019, the rate for the enforcement services was set at an hourly rate of \$39.75 and Interstate Parking has continued to honor that pricing and has never requested or received an increase. Paul has proposed increasing the hourly rate to \$44.15. This request is due to the difficulty they are experiencing with recruiting and retaining employees to perform this service. In reviewing the billed hours for 2021, the total annual contract increase would be approximately \$5,000 at the requested \$44.15 rate.

On June 27, the Finance Committee reviewed and approved the enclosed Amendment No 6 with Interstate Parking

Recommended Motion: I/we hereby authorize Amendment No 6 with Interstate Parking for Night Parking Enforcement (SSP19163)

Respectfully submitted,

Ben Dow  
Public Works Ops Director

SIXTH AMENDMENT  
TO PARKING MANAGEMENT AGREEMENT

This Sixth Amendment to the Parking Management Agreement is made by and between INTERSTATE PARKING COMPANY OF NORTH DAKOTA, LLC, a North Dakota limited liability company ("Interstate") and the city of Fargo, a North Dakota municipal corporation ("Fargo").

**WHEREAS**, Interstate and City entered into a Management Agreement pertaining to parking within the City effective December 3, 2014, which was amended on August 17, 2015 ("Agreement"); and

**WHEREAS**, the City and Interstate entered into a Second Amendment to Parking Management Agreement on January 4, 2016, to include on-street parking enforcement ("Second Amendment"); and

**WHEREAS**, the City and Interstate entered into a Third Amendment to Parking Management Agreement on March 1, 2017, to revise the City Parking Lots included in the amended Agreement, as well as the fee associated with such management; and

**WHEREAS**, City and Interstate entered into a Fourth Amendment to Parking Management Agreement on April 6, 2020, to revise the City Parking Lots included in the amended Agreement, as well as the fee associated with such management; and

**WHEREAS**, the revised management fee as determined by the Agreement and subsequent amendments thereto commencing November 1, 2021 is \$26,220 per month, and includes management of the following lots: Civic Center Ramp, GTC Ramp, NP Avenue Lot, 4<sup>th</sup> Street Lot, 3<sup>rd</sup> Street Lot, retired Police Station Lot, retired Public Health Building Lot; and

**WHEREAS**, City and Interstate entered into another amendment on September 23, 2019, to address Overnight Parking enforcement in the downtown area as defined therein and set the hourly rate for overnight enforcement operations at \$39.75; and

**WHEREAS**, the City and Interstate entered into a Fifth Amendment to Parking Management Agreement on April 18, 2022, to address additional snow removal expenses and to address additional and reduced parking facilities; and


**WHEREAS**, the City and Interstate intend to continue the successful relationship established by the prior Agreement, as amended from time to time, and wish to further amend the Agreement to raise the amount paid to Interstate on an hourly basis for overnight enforcement operations from \$39.75 to \$44.15 per hour.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, Interstate and City agree to amend the Agreement as follows:

1. Interstate shall continue to perform overnight on-street parking enforcement from 3:00 a.m. to 7:00 a.m., 7 days per week.
2. As compensation, the City shall remit payment to Interstate for such services based upon an hourly rate of Forty-Four and 15/100 dollars (\$44.15) per hour.

Dated this 20 day of July, 2022.

INTERSTATE PARKING COMPANY OF  
NORTH DAKOTA, LLC, a North Dakota  
limited liability company

By: 

Its: Chief Operating Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF FARGO, A NORTH DAKOTA  
MUNICIPAL CORPORATION

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

ATTEST:

Steven Sprague, City Auditor

REPORT OF ACTION

UTILITY COMMITTEE

20

Project No. Barnes Township Land Proposed Plat for Sale Type: Land Sale

Location: Solid Waste Division

Date of Hearing: 9/13/22

<u>Routing</u>	<u>Date</u>
City Commission	9/19/22
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached memo requesting authorization to begin the process for sale of land owned by the City of Fargo residing within the City of West Fargo city limits.

The un-platted parcel is located immediately adjacent to the west of the City of Fargo Landfill. The intent of the original land purchase was for potential landfill expansion but necessary zoning changes were denied by the West Fargo City Commission in 2005. The Solid Waste Division is seeking approval to work with the West Fargo Planning office to plat the site and separate the City of Fargo interests from the balance of the 78-acres, which includes retention of the snow dumpsite (10 acres) and monitoring well sites (8 acres). It was also discussed and approved by the Finance Committee (8/29/2022), and Utility Committee that a Solid Waste Capital Fund be established for the sale proceeds; which would be utilized towards a Public Works and Solid Waste Administrative facility as presented in the 2022-2023 Public Works Master Plan.

A detailed memo and map of the West Fargo site have been included for your review.

**MOTION:**

On a motion by Ben Dow, seconded by Troy Hall, the Utility Committee voted to approve the attached request to begin the process for sale of land, and to establish a Solid Waste Capital Fund for the proceeds.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Denise Kolpack, City Commissioner		X	X	X
Bruce Grubb, PT Assistant City Administrator		X	X	
Brenda Derrig, City Engineer		X	X	
Terri Gayhart, Director of Finance				
Brian Ward, Water Plant Supt.		X	X	
Mark Miller, Wastewater Plant Supt.		X	X	
Scott Liudahl, City Forester		X	X	
Terry Ludlum, Solid Waste Utility Director		X	X	
James Hausauer, Wastewater Util. Director		X	X	
Troy Hall, Water Utility Director		X	X	
Ben Dow, Public Works Operations Director		X	X	
Scott Olson, Solid Waste Utility Engineer		X	X	
Daniel Portlock, Water Utility Engineer		X	X	

ATTEST:

  
 \_\_\_\_\_  
 Terry Ludlum  
 Solid Waste Utility Director


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

MEMORANDUM

September 9, 2022

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To: Utility Committee

From: Terry Ludlum, Solid Waste Utility Director  
Scott Olson, Solid Waste Utility Engineer 

Re: Barnes Township Land – Proposed Plat for Sale

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The City of Fargo currently owns a 78-acre parcel of land located in Barnes Township of Cass County, North Dakota, described as follows:

Part of the Northwest Quarter (NW ¼) of Section Four (4), Township One Hundred Thirty-nine (139) North of Range Forty-nine (49) West of the 5<sup>th</sup> P.M., all in the County of Cass and the State of North Dakota.

The un-platted parcel is located immediately adjacent to the west of the landfill and lies within the City of West Fargo. The intent of the original land purchase was for potential landfill expansion, but in 2005, the West Fargo City Commission voted to deny the approval of a necessary zoning ordinance amendment based on input from neighboring property owners.

Since that time, the City has been leasing a portion of the land for row crop farming, to locate three mandated groundwater-monitoring wells, and within the last few years, Fargo Public Works has been using a portion of the site for a snow dumpsite. The annual budgeted amount for special assessments on the property is approximately \$400,000, and the annual average farm lease revenue is approximately \$7,000.

Given the above-described information, the Solid Waste Division is seeking approval to work with the West Fargo Planning office to plat the site and separate the City of Fargo interests from the balance of the 78-acres. This would include retention of the snow dumpsite (10 acres), and monitoring well sites (8 acres). Once completed, staff would also respectfully request authorization to move forward with the formal sale of the balance of the property (approximately 60 acres). Recent land price estimates for the larger parcels in this area are approximately \$25,000-\$30,000 per acre.

Please note that this item was presented and approved at the August 29, 2022, Finance Committee meeting. Furthermore, it was discussed and approved that all funds from the sale of the property be used towards a new Solid Waste Division facility to be located at the Public Works West site, with potential construction beginning in 2023.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION:**

Authorize the Solid Waste Division to work through the necessary West Fargo Planning requirements to plat the 78-acre parcel located in the NW ¼ of Section 4, Township 139, Range 49, in Barnes Township of Cass County, North Dakota; and to formally move forward with the sale of the portion outside of City of Fargo interests and that all funds from the sale of the property be used towards a new Solid Waste Division facility to be located at the Public Works West site.



Snow Dump Site

Monitoring Well Access

Map of Fargo, ND

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

# West Fargo Property

1:4,514

8/19/2022 10:43 AM

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





REPORT OF ACTION

UTILITY COMMITTEE

21

Project No. SW 22-06

Type: Transformer Installation

Location: Solid Waste Division - Landfill

Date of Hearing: 9/13/22

<u>Routing</u>	<u>Date</u>
City Commission	9/19/22
Project File	

Scott Olson, Solid Waste Utility Engineer, presented the attached memo for project SW 22-06 East Landfill Improvements – Transformer Installation.

As part of the transition to the East Landfill Campus it is necessary to install a new transformer which will provide power to the north half of the site for the next four phases of cell development (Cell 20-23). Solid Waste staff met with the consultant engineer (Stantec) and Cass County Electric to determine costs for installing the transformer, where original estimates ranged from approximately \$75,000 to \$99,000. Following this meeting Cass County Electric provided the following costs:

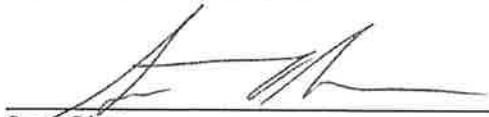
<b>Itemized Estimate: Time and Materials</b>	<b>Quantity</b>	<b>Amount</b>
Installation of conduit, cables and transformer		\$ 39,393.00
Transformer KVA charge 75 @ %15	1	\$ 1,125.00
Amp Charge 400 amp	1	\$ 400.00
	<b>Total</b>	<b>\$ 40,918.00</b>
	<b>Contingency</b>	<b>15%</b>
	<b>Grand Total</b>	<b>\$ 47,055.70</b>

**MOTION:**

On a motion by Jim Hausauer, seconded by Scott Liudahl, the Utility Committee voted to approve the payment as described above to Cass County Electric for Project SW 22-06.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Denise Kolpack, City Commissioner	X	X		X
Bruce Grubb, PT Assistant City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Terri Gayhart, Director of Finance				
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Engineer	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:

  
 \_\_\_\_\_  
 Scott Olson  
 Solid Waste Utility Engineer

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

To: Utility Committee  
From: Terry Ludlum, Solid Waste Utility Director  
Scott Olson, Solid Waste Utility Engineer  
Date: September 8, 2022  
Subject: Project SW 22-06 – East Landfill Improvements – Transformer Installation

Attached, please find the construction estimate and figure depicting the proposed location of a new transformer that will provide power to what will be the next four (4) phases of cell developments (Cells 20-23) located on the north half of the East landfill campus.

Staff met with representatives from Stantec (formerly Wenck) and Cass County Electric (CCE) to discuss location and costs associated with installing a new CCE provided transformer which will power a total of seven (7) leachate pumping stations. While other options were discussed it was determined the most appropriate location for the transformer would be near the center of the future cell development to split future hookup costs between those individual projects.

Original estimates to install the transformer on the property ranged from approximately \$75,000 to \$99,000. Following our meeting with CCE representatives they determined there would be a benefit to both parties having a new transformer in the area which brought the costs down to \$40,918 plus a 15% contingency for a total estimate of \$47,056. The work includes:

- Bore an electrical service line under 45<sup>th</sup> St and County Drain 40 from the existing power station at the corner of 45<sup>th</sup> St and 12<sup>th</sup> Ave N;
- Installation of approximately 1,300 ft of electrical line; and
- Furnish and install new transformer.

Funds for this project are included in the 2022 Capital Improvements budget for East Landfill Improvements.

**SUGGESTED MOTION:**

Authorize staff to sole source Project SW 22-06 to Cass County Electric to install a new transformer at the East Landfill in the amount \$47,056.

**Attachment**

cc: Steve Sprague, City Auditor  
Randy Hanson, Stantec  
Scott Anderson, Landfill Supervisor



4100 32nd Avenue SW  
 Fargo ND 58104

**Aid To Construction Estimate**  
 DATE: 9/8/2022

**Prepared By:**  
 Phil Windjue

Work # 78716  
 Cell #701-367-6550

Map Location \_\_\_\_\_ 103-032-0030

**TO:**

City of Fargo Landfill

Phone \_\_\_\_\_  
 Mobile \_\_\_\_\_

JOB DESCRIPTION
Bore and trench to new transformer to feed pumps

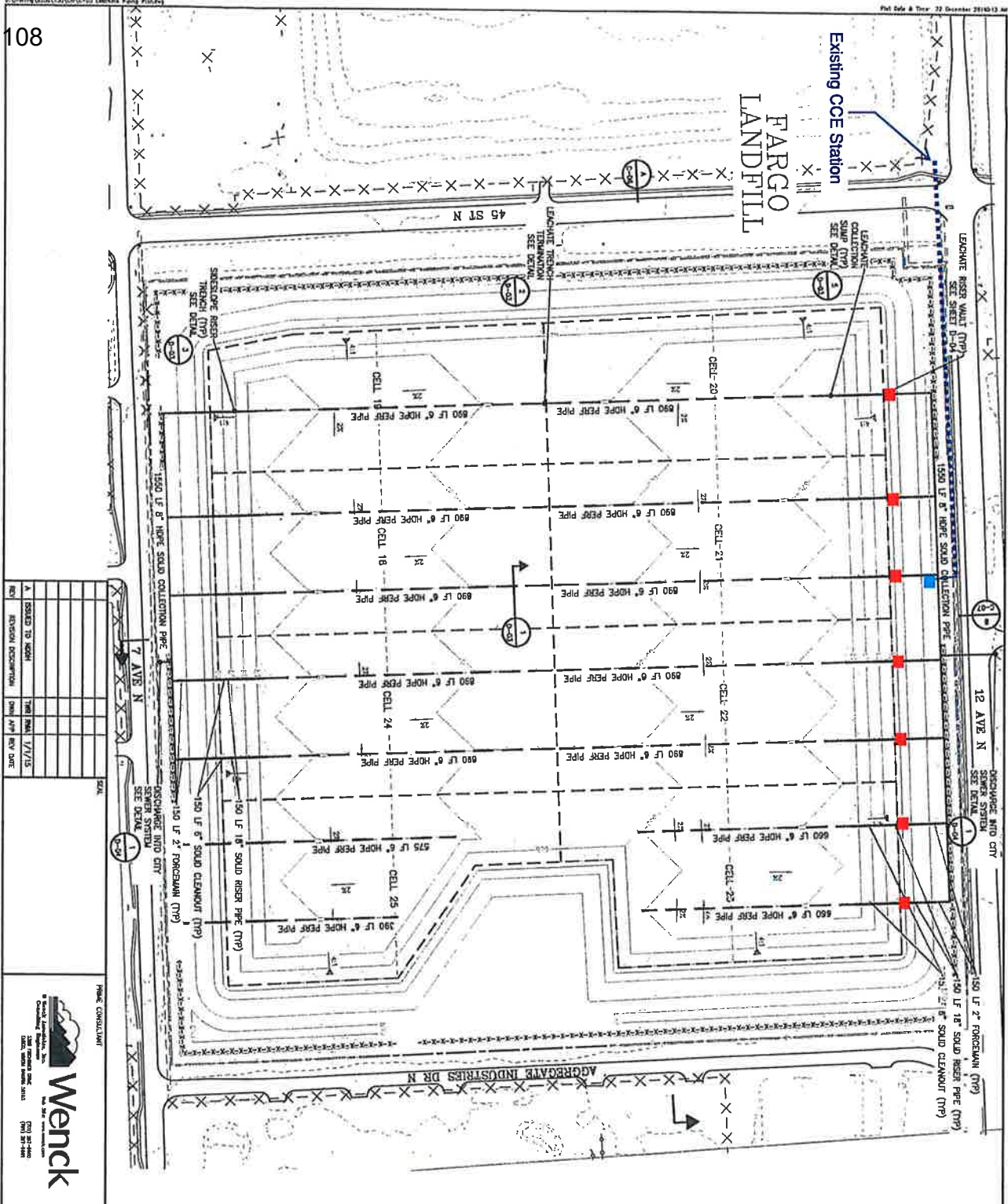
ITEMIZED ESTIMATE: TIME AND MATERIALS	Qty	Cost	ATC Allowance	ATC Req'd
Installation of conduits, cables and transformer				\$39,393.00
Transformer KVA charge 75 @ %15.	1			\$1,125.00
Amp Charge 400 amp	1			\$400.00
<b>Total Estimated Aid to Construction Cost</b>				<b>\$40,918.00</b>
<b>Maximum contingency allowance above estimate (%)</b>				<b>15%</b>

**Terms and Conditions :** This is a good-faith estimate, valid for 30 days, and pending the successful acquisition of all necessary easements and permits to complete the work. It's possible the scope of the job as outlined above could change slightly due to unforeseen weather, soil, or other issues that might arise, which would result in additional charges, not to exceed the maximum contingency allowance percentage. Lead times for materials may be up to 12 weeks or more, and materials will not be ordered until the estimate is accepted. Payment is due as follows: 50% of member's share of the total cost will be paid prior to construction; final payment balance will be due within 30 days of receipt of invoice.

By signing below, I hereby accept and agree to the terms and conditions of this estimate. I agree to pay the estimated aid to construction as detailed above, and authorize Cass County Electric to proceed with the work proposed.

\_\_\_\_\_ ACCEPTED BY

\_\_\_\_\_ DATE



- Future Pump Station (2 hp 480V 3 phase pumps)
- Proposed transformer location



LEGEND

- CITY UTILITY EASEMENT
- EXISTING CONTOURS
- PROPOSED BEE GRASSES
- EXISTING ROADS
- PROPOSED LANDFILL BOUNDARY
- PROPOSED CELL BOUNDARY
- PAYING BOUNDARY
- PROPOSED REFORRESTED LEACHATE COLLECTION PIPE
- PROPOSED SOLID LEACHATE PIPE

NOTE: CONTOURS PROVIDED BY K&M, INC. ON AUGUST 11, 2014.  
 JANA PHOTOGRAMMETRIC SURVEY TECHNOLOGIES

REV	DESCRIPTION	DATE	BY	CHK
1	ISSUED TO AGENCY	11/15/16	JW	JW
2	REVISIONS			

PROJECT CONSULTANT

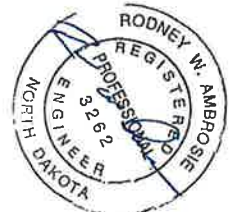
Wenck  
 CONSULTANTS  
 1000 W. GRAND AVENUE, SUITE 100  
 MINNEAPOLIS, MN 55402  
 TEL: 612.338.8888  
 FAX: 612.338.8889

PROJECT TITLE  
**FARGO LANDFILL  
 PERMIT MODIFICATION**

DIVISION OF SOLID WASTE

SHEET TITLE  
**LEACHATE PIPING  
 PLAN**

DATE OF ISSUE: 11/15/16  
 DRAWN BY: JW  
 CHECKED BY: AS  
 PROJECT NO: 0208-130  
 SHEET NO: C-03  
 OF: A



23

September 19, 2022

Board of City Commissioners  
City Hall - 225 4<sup>th</sup> St N  
Fargo, ND 58102

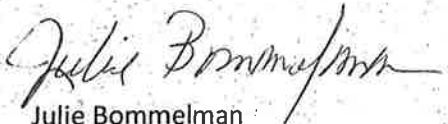
Dear Commissioners:

The North Dakota Department of Transportation (NDDOT) has extended the City of Fargo capital discretionary funding of \$1,381,500 in 5339 CDFA No. 20.526 for bus purchases, contract 38221258. The contract is to purchase three (3) replacement buses. The local match has been included in Transit's budget.

The contract awards will have a profound impact on our community's transit system and the transportation options we offer our residents and visitors.

***The requested motion is to approve the attached contract with NDDOT.***

Thank you.



Julie Bommelman  
Transit Director  
City of Fargo  
701.476.6737

/enc

**MEMO TO:** William T. Panos  
Director

**FROM:** Stacey Hanson  
Assistant Engineer for Local Government  
Becky Hanson  
Transit Program Manager

**DATE:** September 1, 2022

**SUBJECT:** Section 5339, Bus and Bus Facilities Program  
City of Fargo - Fargo MAT

This is a contract to provide transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

Federal FTA Funds of \$1,381,500 are allocated for capital assistance for the purchase of three vehicles. Twenty percent (20%) local match is required.

38/bh 328-2542

NORTH  
**Dakota** | Transportation  
Be Legendary.™

September 1, 2022

Julie Bommelman  
Fargo MAT  
650 23<sup>rd</sup> St North  
Fargo, ND 58102

Section 5339(b) Buses and Bus Facilities Program, CFDA No. 20.526

Due to unfortunate circumstances Contract 3821306A was not extended by the expiration date of 6/30/2022. You completed the request for additional time and funds by the deadline, however it was not processed through NDDOT. Attached you will find a new contract 38221258 to purchase the replacement buses. The award amount is \$1,381,500 to replace three vehicles.

In order to begin the funding process, please:

1. Complete the contractor and witness information in DocuSign.
2. Have the mayor digitally sign and date the agreement (under Contractor)—this signature **must be an authorized signatory** for your project. Please also submit a proof of authorization to sign if it is not the president or chairperson of your agency.
3. Finish the DocuSign process to send to the witness for signature.
4. Have a witness sign and date the agreement (under Witness) and upload proof of insurance in the form of Confirmation of Coverage OR Certificate of Insurance for automobiles and premises/commercial, if it is required. This is required for all Non-Profit and For-Profit agencies.
5. Upon completion of executing all documents, finish the DocuSign process and the contract documents will return to NDDOT for processing.

If you have any questions or need assistance, please contact Connie Nelson at (701) 328-3720 or conelson@nd.gov.

Sincerely,



Becky Hanson  
Transit Program Manager

Cc: Dan Farnsworth, Transportation Planner  
Kevin Hanson, Board Chair

Enclosures

**North Dakota Department of Transportation  
SECTION 5339 TRANSIT GRANT AGREEMENT**

**Federal Award Information**

CFDA No.: 20.526

CFDA Title: Bus and Bus Facilities Formula & Discretionary Program

Awarding Federal Agency: Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Becky Hanson  
Telephone 701-328-2542 Email: bhanson@nd.gov

Subrecipient/Contractor Name: Fargo, City of DUNS No.: 070265871 Unique Entity ID:  
K2QJQzVH5PM6

Federal Award Project Description: Provide grant funds for the specific purpose of assisting in financing capital projects that will benefit the country's transit projects.

Federal Aid Identification No. (FAIN) and Award Date: ND-2019-011, 12-4-2019

Period of Performance: 12/4/2019 to 9/23/2023

Subaward Period of Performance Start Date: 9/1/2022 End Date: 6/30/2023

Subaward Budget Period Start Date: 9/1/2022 End Date: 6/30/2023

Total Federal Award: \$961,851

Total Project Budget Including Local Match: \$1,202,313

Total Capital Budget: \$1,202,313      Federal Funds: \$961,851, 80%      Matching Funds:  
\$240,462, 20%

Research and Development Activities: This award does not include funds for Research and Development activities.

Indirect Cost Rate (ICAP): N/A

**Notice to Subrecipients: This agreement is subject to all the Certifications and Assurances required by the FTA. 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, City of, a Political Subdivision, hereinafter referred to as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, Section 5339 of the Fixing America's Surface Transportation (FAST) Act, and the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (IIJA), provides for grants for the specific purpose of assisting in financing capital projects that will benefit the country's transit projects.

WHEREAS, the Governor of the state of North Dakota, in accordance with a request by the Federal Transit Administration (FTA), has designated NDDOT to evaluate and select projects and to coordinate the grant applications in accordance with the guidelines of the State Management Plan for Public Transportation and the Master Agreement with the FTA; and

WHEREAS, NDDOT and the Contractor desire to secure and utilize grant funds to finance capital projects such as rolling stock, equipment, facility construction, and/or capital improvements that will benefit transit projects that serve the state of North Dakota; now

THEREFORE, in consideration of the mutual interests herein set forth, NDDOT and the Contractor agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this agreement is to provide grant funds to finance rolling stock, equipment, facility construction and/or other capital improvements, hereinafter referred to as the project. The grant amount is \$961,851.

**Section 2. Project Obligation.** The Contractor shall commence, carry on, and complete purchase of the described project(s) with all practicable dispatch, in a sound, economical, and efficient manner.

**Section 3. Period of Performance.** For the period of September 1, 2022, through June 30, 2023, the Contractor shall undertake and provide the transportation services as described in the project description and budget (Attachment A) and the Contractor's grant application, on file with NDDOT. The term of the agreement shall begin upon execution of this agreement by both parties and terminate on June 30, 2023.

**Section 4. Project Participation.** Participation in the project costs shall be as indicated in the attached Project Description and Budget. The Contractor will provide sufficient non-federal funds which together with the grant will pay the project costs. In the event that the actual project costs are less than what is shown in the project budget or if a rebate is given, this reduction in cost shall be applied to the Contractor and NDDOT in proportion to the participation rates of each.

**Section 5. Property.** All purchases, property management, and property disposition shall be made in accordance with State and Federal requirements, copies of which will be provided by NDDOT on request.

**Section 6. Purchase of Project Assets.** The purchase of all project asset financed, in whole or in part, pursuant to this agreement shall be undertaken by the Contractor in accordance with NDDOT's procurement procedures and Federal regulations.

**Section 7. Use of Project Assets.** The Contractor agrees that the project asset shall be used for providing transportation service in accordance with the project description in the grant application. Such asset shall be used for the duration of its useful life. If any project asset is not used in this manner or is withdrawn from service before the end of its useful life, the Contractor shall immediately notify NDDOT of that condition.

**Section 8. Amendment.** Any change in this agreement shall be in writing and agreed upon by both parties.



**Section 9. Subcontracting.** 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.

**Section 10. Subcontract Provisions.** The Contractor shall include in all subcontracts entered into, pursuant to this agreement, all of the above-required sections. In addition, the following statement of financial assistance shall be included in any advertisement or invitation to bid for any procurement under this agreement:

"This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT."

**Section 11. Assignments.** Unless authorized in writing by NDDOT, the Contractor shall not assign any portion of the work or asset and vehicles under this agreement; execute any contract, amendment, or change order thereto; or obligate in any manner with a third party with respect to rights and responsibilities under this agreement.

**Section 12. Records and Reports.**

- a. The Contractor shall submit project operational data and information as requested by NDDOT.
- b. The Contractor shall also submit financial statements, data, records, contracts, and other documents related to the project as requested by NDDOT.
- c. All charges to the project account shall be supported by executed invoices, contracts, or vouchers showing the nature of the charges. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified; readily accessible; and, to the extent feasible, kept separate and apart from all other such documents.
- d. The Contractor shall maintain all accounting and project records NDDOT may require. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the date of final payment, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied.

**Section 13. Audit and Inspection.** The Contractor shall permit NDDOT, the comptroller general of the United States, and the secretary of the US Department of Transportation or their authorized representatives to inspect all vehicles, facilities, and assets used by the Contractor as part of the project and all relevant project data and records. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

**Section 14. Termination.** NDDOT reserves the right, with or without cause, to terminate this agreement by written notice. In the event of termination without cause, NDDOT will reimburse the Contractor for costs incurred prior to the termination date without further liability.



**Section 15. Action Upon Termination.** The Contractor agrees to dispose of the project assets in accordance with NDDOT's program policy, copies of which will be made available by NDDOT upon request.

**Section 16. Closeout.** The Federal awarding agency or pass-through entity and contractor will comply with CFR §200.344 closeout requirements.

**Section 17. Contract Changes.** All modifications of this agreement shall be made in writing and agreed upon by both parties.

**Section 18. Prohibited Interest.** No member, officer, or employee of the Contractor during his tenure or for one year thereafter shall have any personal interest, direct or indirect, in this contract or the proceeds thereof.

**Section 19. Other Provisions.** The Contractor acknowledges the following provisions and agrees to cooperate with NDDOT in abiding by them: See Attachment B and complete required forms.

Safety Jurisdiction. FTA's authority in the area of transit safety is set forth in section 22 of the Federal Transit Act Amendments of 1991. Under this section, FTA may withhold further financial assistance from any private nonprofit or for-profit agency recipient who fails to correct any condition which FTA believes "creates a serious hazard of death or injury."

**Section 20. Statement of Financial Assistance.** This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT.

**Section 21. Applicable Law.** Indemnity. Contractor shall comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of this agreement and conduct its activities so as not to endanger any person or property.

**Section 22. 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 FTA Master Agreement (from FTA MA (26) dated October 1, 2019) between purchaser and FTA, as 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.

**Section 23. Disputes.** FTA Cir. 4220.1F. 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 NDDOT Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director. 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. The decision of the Director shall be binding upon the Contractor, and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by NDDOT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Section 24. Merger and Waiver.** 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.



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.

**Section 25. Conflicts of Interest.** No official or employee of a state or any other governmental instrumentality who is authorized in their 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 their employment or retention by a state or other governmental instrumentality, in a 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.

**Section 26. No Obligation by the Federal Government.** The purchaser 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 purchaser, 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.

**Section 27. Insurance.** The Contractor shall maintain insurance coverage on the project asset in an amount adequate to protect the fair market value of the asset throughout the duration of this agreement.

**Section 28. Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, 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 NDDOT requests which would cause NDDOT to be in violation of the FTA terms and conditions.



**Section 29. Risk Management.** The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

WITNESS:

**NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

APPROVED as to substance by:

Paul Benning

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

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

DS  
St

9/1/2022

\_\_\_\_\_  
DATE

CLA 1073 (Div. 38)  
L.D. Approved 9-8-08; 5-22



Project

**CERTIFICATION OF LOCAL MATCH**

It is hereby certified that City of Fargo will provide non-federal funds, unless expressly allowed by federal regulation to use federal funds as match. The source of the non-federal funds is identified below, as match for the amount the Transit Provider is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided for Transit Provider.** Please designate the source(s) of funds that will be used to match the federal funds obligated for this grant through the North Dakota Department of Transportation.

Source: ENTERPRISE Fund, Advertising, Vending

Executed at \_\_\_\_\_, North Dakota, the last date below signed.

WITNESS:

APPROVED:

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
DATE

\*Director or President of Transit Board

CLA 1073 (Div. 38)  
L.D. Approved 9-8-08; 5-22



**Attachment A**

**Project Name** City of Fargo -- Fargo Metro Area Transit  
 SFY 2023 (August 30, 2022 - June 30, 2023)

	Local Match Percentage	Funding Source	TOTAL Federal Share ND-2019-011	TOTAL Federal Share ND-2019-009	Local Share	Total
<b>Funding Category</b>						
111202 Purchase Replacement Std 35 Ft Bus -- Replaces 7C032361	15	5339(b)	\$320,617	\$139,883	\$115,125	\$575,625
111202 Purchase Replacement Std 35 Ft Bus -- Replaces 7C032362	15	5339(b)	\$320,617	\$139,883	\$115,125	\$575,625
111202 Purchase Replacement Std 35 Ft Bus -- Replaces 7C032363	15	5339(b)	\$320,617	\$139,883	\$115,125	\$575,625
<b>TOTALS</b>			<b>\$961,851</b>	<b>\$419,649</b>	<b>\$345,375</b>	<b>\$1,726,875</b>

Notice to Subrecipients: Each Federal program is governed by different regulations. Federal awards have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

CFDA Title	CFDA No.	Title 49 USC Chapter 53 Section	Award Name
Capital Assistance Program	CFDA No 20.526	<b>5339(b)</b>	Bus and Bus Facilities Competitive
Section 5339 provides for capital grants to private nonprofit corporations and associations for the specific purpose of assisting them in providing mass transportation.			

**PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST**

Page 120  
 North Dakota Department of Transportation, Local Government  
 SFN 61785 (2-2022)

**Instructions:**

Requests for period of performance /contract end date extensions must be submitted at least 90-days prior to the current end date. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed.**

Submittal Date 06/16/2022	
Funding Program 5339	Contract Number 3819306A
Current Contract End Date 06/30/2022	Proposed End Date 06/30/2023
Remaining Federal/State Contract Amount \$961,851	Proposed Increase in Federal/State Funding \$419,649

Subrecipient (Agency Name) City of Fargo	
Contact Person Julie Bommelman	Telephone Number 701-476-6737
Email Address jbommelman@fargond.gov	
Project Description Purchase 3 35-foot replacement buses.	
<p>1. Reason for Delay (Provide a detailed description.)          Original procurement was started 2 years ago in a consortium with various cities and Duluth, MN leading the project. There were a variety of delays due to the COVID pandemic, supply chain issues and short staffing. The process has finally reached the contract phase, we will be taking it to the City Commission for approval soon and will be issuing a PO. The purchase will be through New Flyer - they are telling us the delivery of the vehicles should be February/March 2023, with vehicle inspection and post-delivery requirements, we would like to have the contract extended to June 30, 2023 if possible.</p>	
<p>2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.)          A contract has been awarded to New Flyer by the MN consortium and we need to execute our contract with New Flyer. Buses will be ordered upon final price determination (there is an increase in pricing between the original bid submittal and actual contract award) and that contract execution. The buses will be ordered upon that execution and delivered in approximately February/March 2023.           The full budget remains.</p>	
<p>3. Plan for Completion (List the steps to be taken if approval is granted that will ensure completion by the new end date.)          Finalize the price and contract with New Flyer, issue PO, place order, await delivery for early calendar 2023.</p>	
<p>4. Indicate the number of Period of Performance/Contract extensions previously granted for this project:</p> <p><input type="checkbox"/> 0    <input checked="" type="checkbox"/> 1    <input type="checkbox"/> 2 or more, provide explanation: _____</p>	



Authorized Official or Agency Designee Julie Bommelman	Completion Date 06/16/2022
I certify the project scope of work will be completed on or before the newly requested end date and claim requests will be submitted for reimbursement of eligible expenses in accordance with the <u>allowable time-frame</u> of the newly approved Period of Performance/Contract end date. All provisions of the Contract Agreement remain in effect and the sub-recipient will continue to adhere to the contractual terms and conditions to execute the project in the manner identified in the Contract Agreement. I further certify neither the project scope of work nor the approved budget, are under consideration to be changed in this request. Only the project's end date is requested to change.	
Signature of Authorized Official or Agency Designee <i>Julie Bommelman</i>	Date 6.16.22

<i>This Section is for NDDOT/Local Government Division Staff use only</i>	
<b>Recommendation:</b>	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Signature <i>[Signature]</i>	Date 8/29/2022
Comments: Approved to create a new contract and increase the funding amount. This contract extension was missed by NDDOT in June 2022. This contract is an 80/20 federal match. The increase of \$419,649 (\$139,883 per vehicle). Total federal amount is now \$1,381,500.	

Please send completed/signed extension request to [bhanson@nd.gov](mailto:bhanson@nd.gov) or  
 NDDOT/Local Government Division  
 608 E Boulevard Avenue, Bismarck, ND 58505-0700

### Risk Management Appendix

**Routine\* Transit 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 **\$375,000 per person and \$1,000,000 per occurrence**. The minimum limits of liability required of the State are **\$375,000 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, the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. 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 the 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 \$375,000 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. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007  
Revised 07-22



**Certificate Of Completion**

Envelope Id: DAAAF45310234CAFB703FB9F249E82D0  
Subject: Contract #38221258: Please DocuSign: Section 5339 Transit Grant Agreement  
Contract Number: 38221258  
PCN:  
Source Envelope:  
Document Pages: 13  
Certificate Pages: 3  
AutoNav: Enabled  
Envelope Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
Connie Nelson  
608 E Boulevard Ave  
Bismarck, ND 58505  
conelson@nd.gov  
IP Address: 165.234.92.5


**Record Tracking**

Status: Original  
9/1/2022 1:54:01 PM  
Holder: Connie Nelson  
conelson@nd.gov  
Location: DocuSign  
Security Appliance Status: Connected  
Pool: StateLocal  
Storage Appliance Status: Connected  
Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD  
Location: DocuSign

**Signer Events**

Stacey Hanson  
smhanson@nd.gov  
Assistant Local Government Engineer  
Carahsoft OBO North Dakota Department of Transportation CLOUD  
Security Level: Email, Account Authentication (None), Authentication

**Signature**

  
Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.252.245

**Timestamp**

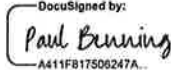
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Signed: 9/1/2022 4:18:14 PM

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Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 9/1/2022 4:16:43 PM  
Phone: +1 701-527-8879

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

Paul Benning  
pbenning@nd.gov  
Security Level: Email, Account Authentication (None), Authentication

  
DocuSigned by:  
AA11FB17506247A...

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

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Phone: +1 701-214-2502

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

**Signer Events**

**Signature**

**Timestamp**

Security Level: Email, Account Authentication (None)

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

Security Level: Email, Account Authentication (None)

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

Shannon Sauer  
ssauer@nd.gov

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

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

Clint Morgenstern  
cdmorgenstern@nd.gov

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

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

Jennifer Turnbow  
jturnbow@nd.gov

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

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

Laureen M. Martin  
lmartin@nd.gov

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

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

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

Connie Nelson  
conelson@nd.gov  
Transit Agency  
Carahsoft OBO North Dakota Department of Transportation CLOUD  
Security Level: Email, Account Authentication (None)

**VIEWED**  
Using IP Address: 165.234.252.245

Sent: 9/1/2022 1:54:09 PM  
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Agent Delivery Events**

**Status**

**Timestamp**

Julie Bommelman  
jbommelman@cityoffargo.com  
Security Level: Email, Account Authentication (None)

Sent: 9/1/2022 4:50:59 PM  
Viewed: 9/6/2022 8:34:32 AM

**Electronic Record and Signature Disclosure:**

Agent Delivery Events	Status	Timestamp
Not Offered via DocuSign		
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Becky Hanson bhanson@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Connie Nelson conelson@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">VIEWED</div>  Using IP Address: 165.234.252.245	Sent: 9/1/2022 2:34:44 PM Viewed: 9/1/2022 2:57:27 PM
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Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-A2  
NDDOT Project No. NHU-CPU-8-010(046)938

Type: Consulting Engineering Services Agreement

Location: Main Avenue, University Drive  
to 25<sup>th</sup> Street

Date of Hearing: 9/12/2022

<u>Routing</u>	<u>Date</u>
City Commission	9/19/2022
PWPEC File	X
Project File	Eric Hodgson

Apex Engineering Group (Prime Consultant) along with SRF Consulting Group (Sub Consultant) were selected by the NDDOT to perform the reconstruction design for the next section of Main Avenue from University Drive to 25<sup>th</sup> Street. The NDDOT does not participate in the cost of designing City utilities related to the sanitary sewer and water distribution system. As such, the City of Fargo is required to enter into a separate contract with the Prime Consultant to perform the necessary design work needed for the project. The estimated fee for this work is \$219,760.00.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Engineering Services Contract with Apex Engineering Group in the amount of \$219,760.00.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Engineering Services Contract with Apex Engineering Group in the amount of \$219,760.00 for Improvement District BR-23-A2.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax, Prairie Dog Funds, Utility Funds, & Special Assessments


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

COMMITTEE

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

ATTEST:

C: Kristi Olson

  
Brenda E. Derrig, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Eric Hodgson, Civil Engineer II  
**Date:** September 12, 2022  
**Re:** Improvement District No. BR-23-A2 - Main Avenue Reconstruction  
(Main Ave. from University Drive to 25<sup>th</sup> Street)

---

**Background:**

Apex Engineering Group (Prime Consultant) along with SRF Consulting Group (Sub Consultant) were selected by the NDDOT to perform the reconstruction design for the next section of Main Avenue from University Drive to 25<sup>th</sup> Street. The NDDOT does not participate in the cost of designing City utilities related to the sanitary sewer and the water distribution system. As such, the City of Fargo is required to enter into a separate contract with the Consultants to perform the necessary design work needed for the project.

**Recommended Motion:**

Approve the scope of work, fee, and the contract for designing the City utilities as part of the Main Avenue Reconstruction Project in the amount of \$219,760.

EBH/klb

**Attachments:**

Agreement for Professional Services

Apex's Exhibit A-1 (Scope of Work)

Apex's Exhibit A-2 (Fee Estimate for Preliminary Engineering and Final Design)

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement made and entered on this 1<sup>st</sup> day of September, 2022 between the CITY OF FARGO, North Dakota, ("City") and Apex Engineering Group, Inc., ("Consultant") for services to be provided to City for Construction Administration Services for City Improvement District No. BR-23-A2.

1. **Scope of Work.** Consultant shall perform in a competent and professional manner the work included in Exhibits A-1 (Scope of Work) and A-2 (Fee) which are attached to this agreement.
2. **Acceptance and Completion.** Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a statement of change setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Consultant for all work performed. Except as otherwise mutually agreed to by the parties the payments made to Consultant shall not initially exceed \$219,760. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in accordance with the terms hereof for Services performed and



reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.
8. **Ownership of Documents.** Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, consultant error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City

or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

11. **Professional Liability Insurance.** Consultant shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a “claims made” basis and in the amount of at least \$1,000,000.
12. **Workers Compensation Insurance.** Consultant shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee
13. **General Liability Insurance.** Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 8 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
\$2,000,000	Aggregate
14. **Automobile Insurance.** Consultant shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
-------------	----------------
15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Consultant shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.
16. **Consequential Damages.** North Dakota law governs claims for consequential damages.
17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Consultant to

City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability**. Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.
19. **Statute of Limitations**. Causes of action arising out of Consultant's services shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, when City knows or should have known a cause of action exists.
20. **Dispute Resolution**. Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.
21. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.
22. **Force Majeure**. Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots,

insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:  
City Auditor  
City of Fargo  
225 Fourth Street North  
Fargo, North Dakota 58102

Consultant:  
Matthew T. Kinsella, PE  
Apex Engineering Group, Inc.  
4733 Amber Valley Parkway South  
Fargo, North Dakota 58104

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

\_\_\_\_\_

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

Title: \_\_\_\_\_

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

WITNESSED BY:

CONSULTANT:

  
\_\_\_\_\_

Apex Engineering Group, Inc.

By: Matthew T. Kinsella

Title: Vice President

Date: 9-1-22

## EXHIBIT A-1 (Attachment)

### Scope of Services For Phase II Preliminary Engineering and Phase III Final Design – City Utilities Fargo Main Avenue (US 10) – 25th Street to University Drive City of Fargo Project No. BR-23-A2 NDDOT Project: 8-010(046)938, PCN 23199 August 25, 2022

**Apex Engineering Group, Inc.**  
**Client: City of Fargo**

#### **THIS SCOPE OF SERVICES PERTAINS TO THE FOLLOWING WORK ITEMS**

Tasks necessary to complete preliminary engineering and final design for City utilities, in conjunction with a separate agreement with NDDOT for the referenced project.

#### **CLIENT/OWNER AND POINT OF CONTACT**

The City of Fargo is the client and owner. Apex will direct all technical questions, information, and coordination for the City of Fargo through Mr. Eric Hodgson (or Mr. Hodgson's designated representative).

#### **SOFTWARE REQUIREMENTS**

- AutoCAD and Civil 3D

#### **CITY OF FARGO PROVIDED ITEMS**

- Record plans of any past projects the City has completed.
- Digital plat and parcel base maps.
- Municipal infrastructure information – paving, underground utilities (sewer, water, storm), street lights, etc.

#### **PROJECT SCHEDULE**

- This Scope of Services assumes the following project schedule (approximate):
  - Kickoff Meeting September 2022
  - 30% Preliminary Design (30%) January 2023
  - 50% Plan Review April 2023
  - 95% PS&E Review July 2023
  - Final Plans Bid-Ready September 2023

#### **NOT INCLUDED IN THIS SCOPE OF WORK**

The following tasks are not included in this scope of work:

- All work tasks associated with completing work referred to in the aforementioned separate agreement with NDDOT.
- Construction engineering services (would need to be added as a separate contract).

**ASSUMPTIONS:**

The following assumptions were made for this scope of work and fee estimate, based on previous project conversations with the City:

**Watermain**

- City wants to replace all watermain within project limits (including newer PVC)
  - Includes all mainline and fixtures
  - Size will need to be determined from AE2S model
  - Eliminate butterfly valves
  - Update ¾" water services to the current City standards
- Regarding existing water line that goes north across the BNSF RR mainline, near 15<sup>th</sup> St:
  - Tie back into the existing 14" CIP line that goes north under RR tracks
  - City also wants to identify a few locations to stub out north outside roadway limits, to plan for a future relocated crossing of the RR tracks

**Sanitary Sewer**

- Replace all SS mainline and SS services within project limits
- City is open to lining pipe outside pavement replacement limits
- SS grades will determine any upsizing needed
- SS does not currently cross the double 72" storm pipes at the drain – will probably keep this the same.

**SCOPE OF SERVICES**

**TASK 1.0: PROJECT MANAGEMENT**

- 1.01 Internal Team Coordination:** Internal team meetings will be held among Apex staff to discuss project status, coordinate upcoming tasks, and to provide project updates to the City of Fargo. Internal team coordination with also occur by e-mail and phone calls. The project scope and budget will be tracked, and the City of Fargo will be notified of any potential changes.
- 1.02 Coordination with City of Fargo:** Apex’s Project Manager will hold coordination conference calls or informal brief meetings with the City of Fargo to discuss project issues and status. Apex is anticipating separate coordination meetings will be required with City Engineering and Public Works Staff as we work through existing City utility inventories for the sewer and water lines within the corridor. General project coordination by e-mail, phone calls, and Teams meetings will also occur through the project duration.
- 1.03 Coordination with ND Department of Environmental Quality (NDDEQ):** Apex will coordinate as need with the NDDEQ regarding reviews and permitting required for the new underground utilities. This task assumes one (1) round of submittal, review, and incorporating comments from NDDEQ.
- 1.04 QC/QA Reviews:** Apex will complete internal quality control reviews for key tasks and key project milestones prior to submittal to the City of Fargo.

- 1.05 Progress Reports, Invoicing, and Contract Administration:** Apex will provide in e-mailed PDF format, bi-weekly progress reports to the City of Fargo (these will be part of the overall project biweekly progress reports). The progress reports will include a recap of activities completed to date, a summary of the project budget, identify any potential problems that could affect the schedule, discuss coordination with private utility companies, and summarize the information or decisions required from the City of Fargo to keep the project on schedule. Invoices will be review by the Apex Project Manager prior to submittal to the City of Fargo for payment.
- 1.06 Design Coordination Meetings and Plan Review Meetings (4 total):** Apex will organize these meetings at key points in project development, arrange for a meeting location (either at Apex or the City of Fargo) or hold the meeting virtually on Microsoft Teams, conduct the meeting, and prepare detailed minutes for distribution. This scope includes two (2) design coordination meetings and two (2) plan review meetings (30% and 50%) during the project. The 95% PS&E plan review meeting is already included in the NDDOT contract.

**Task 1.0 Deliverables:**

- Progress reports
- Monthly invoices
- Meeting minutes
- Appropriate correspondence to the City of Fargo as needed

**TASK 2.0: PRELIMINARY ENGINEERING – CITY SEWER AND WATER**

- 2.01 Existing Utility Mapping & Data Collection:** Apex will research and review existing sewer and water as-built plans, City GIS data bases, videotape, and researching old service ties for the businesses and buildings along the corridor. This will also include taking existing private utility information from the topo drawing and including this information on the existing utility maps for the purpose of including in project drawings.
- 2.02 Review Existing City Televised Sewer Video:** Apex will review updated televised sewer video supplied by the City of Fargo. We will document and assess the condition based on the video to determine what pipe will have to be completely removed and replaced vs. what pipe could be potential candidate for relining or cured in place pipe restoration. This video will also be useful for identifying service locations for the sanitary sewer into buildings along the corridor.
- 2.03 Sewer and Water Rehab / Replacement Alternatives:** Based on existing condition assessment of the sewer and water lines, Apex will work with City officials to determine feasible rehabilitation and/or replacement alternatives for the environmental document. These options will be reviewed and recommended based on Apex's Senior Engineer's experience and potential consultation with industry experts.
- 2.04 Sewer and Water Preliminary Layouts & Phasing (30%):** Apex will prepare preliminary plans showing which sections of sewer and water will be removed and replaced, rehabilitated or relocated depending on alternatives selected for consideration in the environmental document. Preliminary plans will be no more than 30% of final. The preliminary phasing of the utility replacements or rehab work will be in conjunction with proposed roadwork.
- 2.05 Preliminary Utility Cost Estimates:** Apex will prepare an engineer's opinion of costs for alternatives related to the possible removal/replacement, rehab or relocation of City sewer and water. This information will be incorporated into the overall cost estimates as needed for the environmental document. Apex will rely on private utility companies to provide any relocation or adjustment costs to their own facilities.

**Task 2.0 Deliverables:**

- Preliminary plan drawings in AutoCAD/Civil 3D
- Electronic file submittal (MS Word and MS Excel) of the preliminary cost estimates and versions prepared for the utility portion of the environmental document
- Documented results from the sewer condition review based on the video provided by the City of Fargo
- Supplemental information pertaining to Sewer and Water line rehab / replacement alternatives

**TASK 3.0: FINAL DESIGN – CITY SEWER AND WATER**

- 3.01 Sanitary Sewer Bypass Design:** It is anticipated that during replacement or trenchless options for rehabilitating the existing sewer main there will be the necessity to prepare bypass pumping plans in phases or segments of the project. Apex will incorporate pumping design plans into the construction documents so the contractor can include bypass pumping costs in their bid.
- 3.02 Temporary Water Service Design:** It is anticipated that during reconstruction there will be the need for temporary water service to buildings along the corridor and that plans will need to be developed that include shut-off locations and quantified temporary piping into the construction documents so the contractor can include those costs in their bid.
- 3.03 Sanitary Sewer Final Design:** Based on the alternative selected from the preliminary engineering process, Apex will prepare final design, plan & profile sheets, and details to accommodate replacement or trenchless technologies into the project plans. This will require verification of pipe capacities, sewer contribution/service areas, existing hydraulic conditions, flows, etc.
- 3.04 Watermain Final Design:** Based on the alternative selected from the preliminary engineering process, Apex will prepare final design, plan & profile sheets, and details for watermain and service connections.
- 3.05 Sewer and Water Phasing Plans:** Based on selected alternatives from the preliminary design phase, the sewer and water works will be laid out in conjunction with the roadway construction phasing. This will require coordination with the construction phasing design team.
- 3.06 Specifications and Special Instructions to Bidders (SIBs):** Apex will coordinate with City Engineering staff and incorporate into the plans any specific plan notes or special instructions to bidders as per the City of Fargo's requirements as they pertain to sewer and water utilities.
- 3.07 30%, 50%, and PS&E Submittals:** Apex will assemble final plans and information for review to the City for 30% and 50% plan reviews, and to both NDDOT and City as per NDDOT's typical PS&E pre-final (95%) review set for comments by the agencies. Meeting time is including in Task 1.0.
- 3.08 30%, 50%, and PS&E Plan Changes:** Based on comments received from the 30% review, 50% review, and PS&E meeting, Apex assumes there will be changes that will be required and incorporated for final bid documents.
- 3.09 Final Cost Estimates:** Apex will compile cost estimates for PS&E and final plans. This will include compiling quantities and preparing cost estimates.
- 3.10 Bid Questions and Addenda:** Apex will be prepared to answer questions related to the work Apex is responsible for during the bidding phase of the project. Additionally we have included staff time to handle or prepare any necessary addenda information if deemed necessary. This also includes time to attend a pre-bid meeting if held.

**Task 3.0 Deliverables:**

- Final design and construction documents for integration into the overall project final plan set
- Electronic Files in AutoCAD and Civil 3D
- Final cost estimates will be submitted as an electronic file submittal in MS Excel/PDF format



**Exhibit A-2 (Attachment)**  
**Apex Engineering Group, Inc.**  
**Fee Estimate for Preliminary Engineering and Final Design - City Sewer and Water Utilities**  
**City of Fargo BR-23-A2 / NDDOT NHU-CPU-8-010(046)938 PCN 23199**  
**Main Avenue Reconstruction - 25th Street to University Drive**  
 August 25, 2022

Apex Project No. 22.103.0099

Task No.	Classification Task Description	Principal Hours	Senior Engineer Hours	Lead Engineer Hours	Design Engineer Hours	Graduate Engineer Hours	Sr. Eng Tech Hours	Operations Specialist Hours	Support Staff II		Total Hours	Total Labor Cost
									\$100	Hours		
<b>1.0 Project Management</b>												
1.01	Internal Team Coordination	2	24	6	12	12	12	2			70	\$11,248
1.02	Coordination with the City of Fargo		24								24	\$4,536
1.03	Coordination with ND Department of Environmental Quality (NDDEQ)		4		4	4					12	\$1,860
1.04	QC/QA Reviews	4	16	16							36	\$6,640
1.05	Progress Reports, Invoicing, Contract Administration	2	20						2		24	\$4,380
1.06	Design Coordination Meetings and Plan Review Meetings (4 total)		8		8	8	8				24	\$3,800
	<i>Task 1 Subtotal</i>	8	96	22	24	16	20	2	2		190	\$32,464
<b>2.0 Preliminary Engineering - City Sewer and Water</b>												
2.01	Existing Utility Mapping & Data Collection		8		12	40	40				100	\$13,656
2.02	Review Existing City Televised Sewer Video		4		16		16				36	\$5,332
2.03	Sewer & Water Rehab / Replacement Alternatives		4	8	16		20	4			52	\$7,948
2.04	Sewer & Water Preliminary Layouts & Phasing (30%)		8	12	40	60	76	4			200	\$28,000
2.05	Preliminary Utility Cost Estimates	2	4	4	8	16	16	4			50	\$7,204
	<i>Task 2 Subtotal</i>	2	28	24	92	116	168	8	0		438	\$62,740
<b>3.0 Final Design - City Sewer and Water</b>												
3.01	Sanitary Sewer Bypass Design		12		12	16	60				100	\$14,116
3.02	Temporary Water Service Design		12		12	16	60				100	\$14,116
3.03	Sanitary Sewer Final Design		20	8	16	40	80	164			224	\$23,300
3.04	Watermain Final Design		16	8	16	24	60				124	\$17,880
3.05	Sewer and Water Phasing Plans		8	8	16	12	24				68	\$10,056
3.06	Specifications and Special Instructions to Bidders (SIBs)		4	4	40	16	16		8		76	\$11,080
3.07	30%, 50%, and PS&E Submittals		8		16	24	40				52	\$7,316
3.08	30%, 50%, and PS&E Plan Changes		8		16	24	40				52	\$7,316
3.09	Final Cost Estimates	2	4	4	12	16	20	4			58	\$8,348
3.10	Bid Questions and Addenda		8		8	8	16				40	\$5,864
	<i>Task 3 Subtotal</i>	2	100	32	164	188	376	0	8		870	\$124,356
<b>Total Labor Hours / Costs - Total</b>		<b>12</b>	<b>224</b>	<b>78</b>	<b>280</b>	<b>320</b>	<b>564</b>	<b>10</b>	<b>10</b>		<b>1498</b>	<b>\$218,960</b>

Direct Expenses \$800  
 Grand Total Fee Estimate \$219,760

Estimated Direct Expenses	
<b>Expenses - Preliminary Design</b>	
Vehicle Mileage: Site Visits - 2 trips x 20 miles @ \$0.625/Mile	\$25
Miscellaneous Printing and Supplies	\$275
<i>Direct Expense Subtotal</i>	<b>\$300</b>
<b>Expenses - Final Design</b>	
Vehicle Mileage: Site Visits - 4 trips x 20 miles @ \$0.625/Mile	\$50
Miscellaneous Printing and Supplies	\$450
<i>Direct Expense Subtotal</i>	<b>\$500</b>

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-K1 Type: Change Order #2
Location: Crossroads Dr, 42nd St – 41st St S & 23rd Ave S – Crossroads Dr Date of Hearing: 9/12/2022

Routing Date
City Commission 9/19/2022
PWPEC File X
Project File Matthew Jennings

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, for Change Order #2 in the amount of \$32,770.31 for additional work.

Staff is recommending approval of Change Order #2 in the amount of \$32,770.31, bringing the total contract amount to \$2,181,417.68.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #2 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$32,770.31, bringing the total contract amount to \$2,181,417.68 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Table with 2 columns: Question, Yes/No. Rows include 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).

COMMITTEE

Table with 4 columns: Name, Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

Signature of Brenda E. Derrig, P.E., City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC  
**From:** Matthew Jennings, Project Manager  
**Date:** September 12, 2022  
**Re:** Improvement District No. BN-22-K1 – Change Order #2

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**Background:**

Improvement District No. BN-22-K1 is for the New Construction of Underground Utilities, Concrete Pavement and Incidentals on Crossroads Drive South and 41st Street South.

Dakota Underground is the Prime Contractor on this project.

This Change Order is for replacing the original quote for coal tar coating on eight of the manhole bases to now be raven coating from invert to rim on three manholes based on coal tar shortage and proximity to sewer main on 42<sup>nd</sup> St.

The Change Order in the amount of **\$32,770.31** (1.56% of the original contract), which increases the total contract amount to \$2,181,417.68 for additional work as shown is attached.

**Recommended Motion:**

Approve Change Order #2 in the amount of \$32,770.31 for Improvement District BN-22-K1.

MCJ/jmg  
Attachment



**CHANGE ORDER REPORT**  
**NEW PAVING AND UTILITY CONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. BN-22-K1**  
**ON CROSSROADS DRIVE FROM 42 ST S TO 41 ST S AND ON 41 ST S FROM 23 AVE**  
**S TO CROSSROADS DRIVE.**

Change Order No 2 Change Order Date 9/2/2022  
 Contractor Dakota Underground Co Inc

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

**EXPLANATION OF CHANGE** Change Order # 2

This change order is for replacing the original quote for coal tar coating on 8 of the manhole bases to now be raven coating from invert to rim on three manholes based on recent change in manhole coating policy.

Section	Line No	Item Description	Unit	Orig Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 2	41	Mobilization	LS	0	0	0	1	1	\$3,360.00	\$3,360.00
	42	Adjust Manhole	EA	0	0	0	3	3	\$1,575.00	\$4,725.00
	43	F&I Manhole Liner 4' Dia	LF	0	0	0	26	26	\$500.19	\$13,004.94
	44	F&I Manhole Liner 5' Dia	LF	0	0	0	13	13	\$898.49	\$11,680.37
<b>Change Order 2 Sub Total</b>										<b>\$32,770.31</b>

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments

\$32,770.31

\$51,571.50

\$2,097,075.87

\$2,181,417.68

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

APPROVED

For Contractor

Title

*Jared Heller, PE*

Dakota Underground Company

Project Manager

APPROVED DATE

Department Head

Mayor

Attest



Hawley Office  
 401 Michael St South  
 Hawley, MN 56549  
 218-486-5885  
 Fax: 218-486-5889  
[www.forterrapipeandprecast.com](http://www.forterrapipeandprecast.com)



Hawley Plant: 218-486-5885

## QUOTATION

LETTING DATE:

LETTING TIME:

PROJECT: Fargo - BN-22-K1

MH Coatings - CHANGE ORDER

LETTING AGENT: City of Fargo

ENGINEER: City of Fargo

CONTACT INFORMATION

Sales: Paul Tobkin, P. E.  
 218-689-0141

Estimating: Kevin Buntrock  
 218-491-1555

Quote No. **Private**

ITEM	SIZE	CLASS	DESCRIPTION	QUAN	PRICE	UNIT	TOTAL
<b>RAVEN COATING SYSTEM:</b>							
			MOBILIZATION	1	\$3,200.00	LS	\$3,200.00
			DEHUMIDIFICATION ← <span style="border: 1px solid black; padding: 2px;">May not be required if contractor allowed to coat MH's at end of September</span>	1	\$4,500.00	LS	\$4,500.00
	60"		MANHOLE RISER WITH STEPS - RAVEN COATING	13	\$880.00	FT	\$11,440.00
	48"		MANHOLE RISER WITH STEPS - RAVEN COATING	26	\$562.00	FT	\$14,612.00
<b>RAVEN COATING SYSTEM TOTAL:</b>							<b>\$33,752.00</b>

**COAL TAR COATING - DEDUCT:**

	60"		MANHOLE RISER WITH STEPS - COAL TAR COATING	4	\$198.00	FT	\$792.00
	48"		MANHOLE RISER WITH STEPS - COAL TAR COATING	17.6	\$126.50	FT	\$2,226.40
<b>COAL TAR COATING - DEDUCT:</b>							<b>\$3018.40</b>

**MH COATING TOTAL** **\$30,733.60**

GC Markup  
 10% first 10K = \$1000  
 5% on Remaining \$20,733.60 = \$1,036.68  
 Total Change Order Proposal = \$32,770.28

**TERMS AND CONDITIONS OF SALE:**

- A. Terms - Net 30 DAYS from invoice
- B. These prices are firm for 60 days after the bid letting and do not include state and local taxes. Delivery date to be negotiated.
- C. The above quantities are not guaranteed to be correct. Any additions or deletions are the purchaser's responsibility to let us know in a timely a timely manner
- D. Unless noted, the above prices are FOB jobsite on our truck as near as possible under its own power and are based on full truck load quantities.
- E. A minimum drop charge of \$75 will apply on less than full truckload quantities.
- F. All product returns are subject to a freight delivery charge and/or a return freight delivery charge.
- G. The contractor will be required to unload all items not suitable for our pipe unloaders.

ACCEPTANCE

Subject to being awarded the contract and subject to the terms and conditions on the attached,

WE ARE AN EQUAL OPPORTUNITY EMPLOYER  
**FORTERRA BUILDING PRODUCTS**

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY:   
 Paul A. Tobkin, P.E.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(27)

Improvement District No. BR-21-C1 Type: Change Order #4 & Time Extension  
 Location: 21<sup>st</sup> Ave S, 15<sup>th</sup> St to Gold Dr Date of Hearing: 9/12/2022

<u>Routing</u>	<u>Date</u>
City Commission	9/19/2022
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, regarding Change Order #4 in the amount of \$24,726.15 for additional work, along with the associated time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Phase 3 Interim – July 27, 2022 Substantial – October 3, 2021 Final – October 31, 2021	- Substantial – October 1, 2022 Final – October 31, 2022	Phase 3 Interim – August 10, 2022 Substantial – October 15, 2022 Final – November 14, 2022

Staff is recommending approval of Change Order #4 in the amount of \$24,726.15 and the time extension to the Substantial and Final Completion Dates as described above.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #4 and the time extension to Border States Paving.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #4 in the amount of \$24,726.15, bringing the total contract amount to \$3,184,017.43 and the time extension to the Substantial and Final Completion Dates adjusting the dates to October 15, 2022 and November 14, 2022 to Border States Paving Inc.

PROJECT FINANCING INFORMATION:


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

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

COMMITTEE

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

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Aaron Edgar, Project Manager  
**Date:** September 6, 2022  
**Re:** Improvement District No. BR-21-C1 – Change Order #4 & Time Extension

**Background:**

Border Sates is the Prime Contractor for Improvement District BR-21-C1 on 21<sup>st</sup> Avenue South from 15<sup>th</sup> Street to Gold Drive.

The attached Change Order in the amount of \$24,726.15 (0.80% of the original contract), which increases the total contract amount to \$3,184,017.43, is for additional work as shown on Change Order #4.

**Change Order #4:**

- 1.) Added signage for a pedestrian detour for the pedestrian crossing over I-94. The Contractor is requesting \$1,677.50 for this additional work.
- 2.) Delays caused by existing gate valves leaking on two separate occasions. This caused the Contractor down time while having to deal with the City of Fargo's gate valves. The Contractor is requesting \$9,002.40 for this additional work.
- 3.) In order to install the new 36" and 8" water main, the Contractor had to remove the existing 15" VCP sanitary sewer and replace it with 15" PVC. The Contractor is requesting \$14,046.25 for this additional work.

Border States is requesting a change in the Interim, Substantial, and Final Completion Dates due to trucking delays (10 days) and extra work (4 days), for a total of 14 additional days.

**Recommended Motion:**

Approve Change Order #4 in the amount of \$24,726.15 and the associated time extensions for the Completion Dates as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Phase 3 Interim – July 27, 2022 Substantial – October 3, 2021 Final – October 31, 2021	- Substantial – October 1, 2022 Final – October 31, 2022	Phase 3 Interim – August 10, 2022 Substantial – October 15, 2022 Final – November 14, 2022





**CHANGE ORDER REPORT**  
**WATER MAIN REPLACEMENT, STORM SEWER, STREET RECONSTRUCTION & INCIDENTALS**

**IMPROVEMENT DISTRICT NO. BR-21-C1**

**ON 21ST AVENUE SOUTH FROM GOLD DRIVE TO THE EAST SIDE OF 15TH STREET.**

**Change Order No** 4      **Change Order Date** 7/28/2022  
**Contractor** Border States Paving Inc

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

**EXPLANATION OF CHANGE**      Change Order # 4

This change order is for adding a pedestrian detour route, removing and replacing a 15" VCP sanitary sewer line, down time due to leaking city gate valves, and for a 14 day time extension due to trucking delays and extra work. The time extension will add 14 days onto the interim completion date on phase 3. The time extension will also change the substantial completion date from October 1, 2022 to October 15, 2022 and the final completion date from October 31, 2022 to November 14, 2022.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	Remove Pipe All Sizes All Types	LF	305		62.5	367.5	\$10.10	\$631.25
	3	Connect Pipe to Exist Structure	EA	1		2	3	\$1,010.00	\$2,020.00
Change Order 4	114	F&I Pipe w/GB SDR 35 - 15" Dia PVC	LF	0	0	62.5	62.5	\$182.32	\$11,395.00
	115	Temp Line Stop 8" Dia	EA	0	0	2	2	\$4,501.20	\$9,002.40
	116	Traffic Control - Minor	LS	0	0	1	1	\$1,677.50	\$1,677.50
							<b>Sanitary Sewer Sub Total</b>		<b>\$2,651.25</b>
							<b>Change Order 4 Sub Total</b>		<b>\$22,074.90</b>

Summary

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Waste Water Utility, Water utility, Sales Tax, State Funds, Special Assessments

\$24,726.15

\$62,070.00

\$3,097,221.28

\$3,184,017.43

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

APPROVED

For Contractor

Title

Joel Paur

Border States Paving Inc

*Joel Paur*

APPROVED DATE

Department Head

Mayor

Attest

*T. Cole*

COVER SHEET  
CITY OF FARGO PROJECTS

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

Exact, full name of Improvement District as it will appear in the Contract:

PAVING AND UTILITY REHAB/RECONSTRUCTION

Improvement District No. BR-23-B

Call For Bids September 19, 2022

Advertise Dates September 28 & October 5, 2022

Bid Opening Date October 26, 2022

Substantial Completion Date October 6, 2023

Final Completion Date November 5, 2023

N/A PWPEC Report (**Part of 2023 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Aaron Edgar

Phone No. (701) 476-4108

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT**  
**PAVING AND UTILITY REHAB/RECONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. BR-23-B**  
**8 ST N FROM 7 AVE N TO 10 AVE N; 8 AVE N FROM 9 ST N**  
**TO 7 ST N; 10 AVE N FROM 9 ST N TO 7 ST N.**

**Nature & Scope**

This project is for the replacement of the water main, sanitary sewer, storm sewer, street reconstruction, and sidewalk replacement.

**Purpose**

The existing water mains are CIP, which were installed over 100 years ago and are being replaced to minimize impacts and costs associated with breaks.

The existing sanitary sewer mains are VCP, which were installed over 100 years ago and are showing signs of deterioration. As part of this project, we will replace the sanitary sewer pipe.

The street reconstruction is necessary because the existing asphalt street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt street paving, gravel base, curb and gutter, storm sewer inlets and leads, driveway approaches, and sidewalk replacement.

The project will be funded by a combination of City Funds and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

**Feasibility**

The estimated cost of construction is \$2,883,000.00. The cost breakdown is as follows:

**Sanitary Sewer**

<b>Construction Cost</b>			<b>\$452,700.00</b>
--------------------------	--	--	---------------------

**Fees**

Admin	4%	\$18,108.00
Contingency	5%	\$22,635.00
Engineering	10%	\$45,270.00
Interest	4%	\$18,108.00
Legal	3%	\$13,581.00

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<b>Total Estimated Cost</b>			<b>\$570,402.00</b>
-----------------------------	--	--	---------------------

**Funding**

Utility Funds - Wastewater - 521	73.38%	\$418,546.46
Special Assessments	26.62%	\$151,855.54

**Water Main**

<b>Construction Cost</b>			<b>\$671,400.00</b>
--------------------------	--	--	---------------------

**Fees**

Admin	4%	\$26,856.00
Contingency	5%	\$33,570.00
Engineering	10%	\$67,140.00
Interest	4%	\$26,856.00
Legal	3%	\$20,142.00

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<b>Total Estimated Cost</b>			<b>\$845,964.00</b>
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**Funding**

Utility Funds - Water - 501	81.84%	\$692,325.56
Special Assessments	18.16%	\$153,638.44

<b>Signing</b>			
<b>Construction Cost</b>			<b>\$5,500.00</b>
<b>Fees</b>			
Admin	4%		\$220.00
Contingency	5%		\$275.00
Engineering	10%		\$550.00
Interest	4%		\$220.00
Legal	3%		\$165.00
<b>Total Estimated Cost</b>			<b>\$6,930.00</b>
<b>Funding</b>			
Utility Funds - Street Lights - 528	100.00%		\$6,930.00

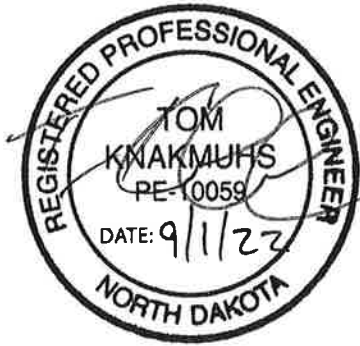
<b>Paving</b>			
<b>Construction Cost</b>			<b>\$1,545,900.00</b>
<b>Fees</b>			
Admin	4%		\$61,836.00
Contingency	5%		\$77,295.00
Engineering	10%		\$154,590.00
Interest	4%		\$61,836.00
Legal	3%		\$46,377.00
<b>Total Estimated Cost</b>			<b>\$1,947,834.00</b>
<b>Funding</b>			
Utility Funds - Wastewater - 521	26.20%		\$510,253.54
Utility Funds - Water - 501	4.16%		\$81,112.44
Sales Tax Funds - Infrastructure - 420	49.02%		\$954,756.51
Special Assessments	20.62%		\$401,711.51

<b>Storm Sewer</b>		
<b>Construction Cost</b>		<b>\$207,500.00</b>
<b>Fees</b>		
Admin	4%	\$8,300.00
Contingency	5%	\$10,375.00
Engineering	10%	\$20,750.00
Interest	4%	\$8,300.00
Legal	3%	\$6,225.00
<b>Total Estimated Cost</b>		<b>\$261,450.00</b>
<b>Funding</b>		
Special Assessments	50.00%	\$130,725.00
Utility Funds - Stormwater - 524	50.00%	\$130,725.00

<b>Project Funding Summary</b>		
Utility Funds - Wastewater - 521	25.57%	\$928,800.00
Utility Funds - Water - 501	21.29%	\$773,438.00
Sales Tax Funds - Infrastructure - 420	26.28%	\$954,756.51
Special Assessments	23.07%	\$837,930.49
Utility Funds - Street Lights - 528	0.19%	\$6,930.00
Utility Funds - Stormwater - 524	3.60%	\$130,725.00
<b>Total Estimated Project Cost</b>		<b>\$3,632,580.00</b>

**This project does not have any alternate or optional containers.**

We believe this project to be cost effective.



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

Thomas Knakmuhs, PE  
Assistant City Engineer





**LOCATION AND COMPRISING  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-23-B  
8 ST N FROM 7 AVE N TO 10 AVE N, 8 AVE N FROM 9 ST N  
TO 7 ST N, 10 AVE N FROM 9 ST N TO 7 ST N.**

**LOCATION:**

On 8th Street North from 7th Avenue to 10th Avenue, on 8th Avenue North from 9th Street to 7th Street, and on 10th Avenue North from 9th Street to 7th Street.

**COMPRISING:**

Lots 1 through 7, Block 17.

All platted in Harwoods 2nd Addition.

Lots 1 through 6, Block 12.

The east 46 2/3 feet of lot 7, Block 12.

All platted in Harwoods 2nd Addition.

Lots A, B, H, I, J, & 6, Block 3.

The North 40 feet of lot 5, Block 3.

All platted in Harwoods Addition.

Lot 1, Block 9.

All platted in Meritcare Addition.

Lots 13 through 18, Block 2.

Comm 105 feet east of SE corner of lot 6 block 3 Harwoods, then north 96 feet and south 96 feet and west 50 feet to pt of beg, lying west of Sheehans Subdivision.

All platted in Park Addition.

Lots 8 through 11, Block 13.

Lots 1 and 2, Block 13

The south half of lot 3, Block 13.

All platted in Harwoods 2nd Addition.

Lots 5 through 10, Block 16.

All platted in Harwoods 2nd Addition.

Lots 11 through 13, Block 16 of Wilson's Subdivision.

All in Chapins Addition.

Lot A, Block 16 of Auditor's Subdivision.

All in Chapins Addition.

Lot B and C, Block 15 of Auditor's Subdivision.  
All in Chapins Addition.

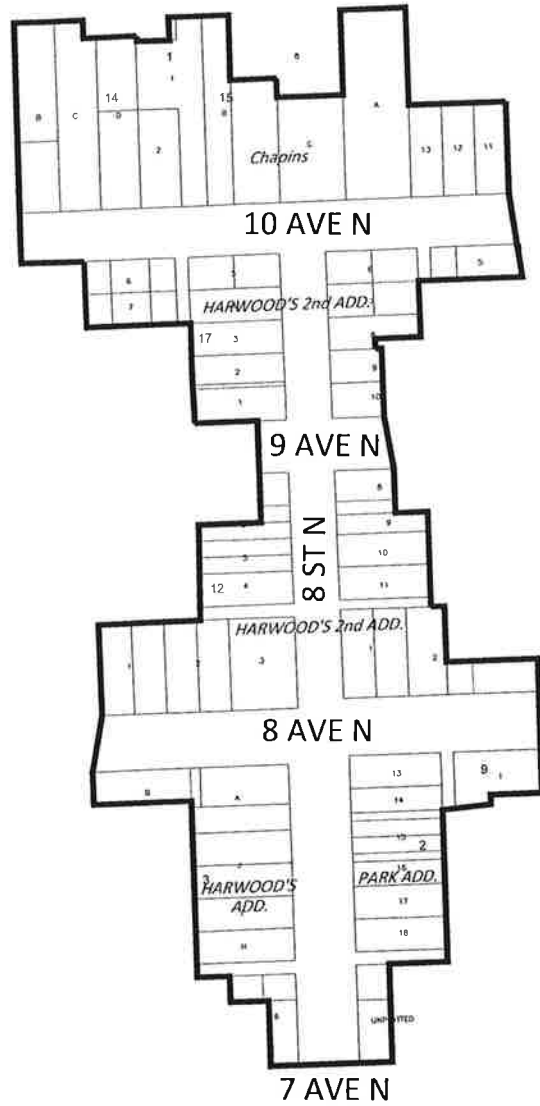
The east 12 feet of the north 35 feet of E, Block 14 of Auditor's Subdivision.  
All in Chapins Addition.

Lot B, Block 14.  
All in Chapins Addition.

Lot C and D, Block 14 of Auditor's Subdivision.  
All in Chapins Addition.

Lot 1 and 2, Block 1 of Auditor's Subdivision.  
All in Rhett's Row Addition.

All the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

PROJECT TITLE & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-23-B