

FARGO CITY COMMISSION AGENDA
Monday, August 22, 2022 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, August 8, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Letter of Support for the 6 Broadway, LLC Project.
- 2. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of the following Ordinances:
 - a. Relating to Noise Control and Interference.
 - b. Relating to Use and Care of Streets and Sidewalks.
- 3. Settlement Agreement - Tax Increment Financing District No. 2019-02 with Roers Development, Inc. and NC Land Lease, LLC.
- 4. 2nd reading and final adoption of the following Ordinances; 1st reading, 8/8/22:
 - a. Rezoning Certain Parcels of Land Lying in Urban Plains by Brandt Sixth Addition.
 - b. Rezoning Certain Parcels of Land Lying in Valley View Addition.
- 5. Amended Gaming Site Authorization for VFW Post 762 at VFW Club.
- 6. Applications for Games of Chance:
 - a. Fargo South High School for a calendar raffle from 9/1/22 through 2/23/23.
 - b. First Choice Clinic (d/b/a W Care Center) for bingo on 9/22/22.
 - c. Vocational Training Center for a raffle on 9/30/22; Public Spirited Resolution.
 - d. North Dakota Autism Center for a raffle on 9/20/22.
 - e. Impact Foundation for a raffle on 10/15/22.
- 7. Receive and file General Fund – Budget to Actual through July 2022 (unaudited).
- 8. 2023 City Commission meeting dates.
- 9. Contracts and bonds for Project Nos. HD-22-A1 and UR-22-B1.
- 10. Change Order No. 1 in the amount of \$10,307.12 and time extension to the substantial and final completion dates to 8/19/22 and 9/2/22 for Project No. NR-20-A3.
- 11. ND Department of Transportation Cost Participation and Maintenance Agreement.
- 12. Land Use Agreement with Maple Valley Shops, LLC.

13. Bid award for Project No. SR-22-C1.
14. Bid advertisement for Project No. FM-21-A.
15. Amendment to Agreement for Temporary Use of Space with FirstLink.
16. Resolution Authorizing the Issuance and Delivery of Allonge and Amendment to Loan Agreement (Sales Tax Revenue Bonds, Series 2008B).
17. State Water Commission request for cost reimbursement for the Fargo-Moorhead Metropolitan Area Flood Risk Management in the amount of \$3,555,737.95.
18. Purchase of Services Agreement with Cass County Human Service Zone.
19. Notice of Grant Award from the ND Department of Health for Community Grant Program (CFDA #93.991).
20. Amendment to the Notice of Grant Award from the ND Department of Health and Human Services for Childhood Obesity Prevention (CFDA #93.994).
21. Contract Agreement for Services with New Life Center.
22. Addendum to the mowing of tall grass and weeds – code enforcement contract with Valley Green and Associates (RFP22049).
23. Annual Massage Therapy Establishment Fee of \$100.00 to cover the remainder of 2022 and all of 2023, and the annual fee to be assessed again on 1/1/24.
24. Engagement of Baker Tilly to conduct the executive search for the City Administrator position.
25. Set September 6, 2022 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 2315 2nd Avenue South.
26. Resolution Approving Plat of Valley View Estates Third Addition.
27. Application for Project Safe Neighborhoods Grant Funds Request.
28. Memorandum of Understanding with the ND Soybean Processors, LLC and Cass Rural Water Users District.
29. Bills.
30. Final reimbursements to Southeast Cass Water Resource District in the amount of \$247,425.82 and Madelyn Meadow Developer in the amount of \$18,585.46 for Improvement District No. FM-20-C1.
31. Amended Engineer's Report for Improvement District No. BN-22-C.
32. Bid award for the following Improvement Districts:
 - a. No. BN-22-N1.
 - b. No. PN-22-M1.

REGULAR AGENDA:

33. **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**).
34. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
- a. Hearing on a dangerous building located at 437 23rd Street South.
 - b. Simonson Companies Second Addition (5237 38th Street South and 3825, 3863 and 3901 53rd Avenue South); approval recommended by the Planning Commission on 8/2/22:
 1. Zoning Change to repeal and re-establish a C-O, Conditional Overlay in the LC, Limited Commercial zoning district.
 2. 1st reading of rezoning Ordinance.
 - c. West Acres Seventh Addition (1882 39th Street South); approval recommended by the Planning Commission on 8/2/22:
 1. Zoning Change from GC, General Commercial to MR-3, Multi-Dwelling Residential.
 2. 1st reading of rezoning Ordinance.
 - d. CONTINUE TO 9/6/22 - 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.
35. Construction Update.
36. Recommendation to approve Amendment No. 4 with Apex Engineering to add the westbound to northbound right turn lane at 25th Street South for the 32nd Avenue South Reconstruction Project (Improvement District No. BR-22-A1).
37. Recommendation for appointment to the Economic Development Incentives Committee.
38. 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.




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City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: August 18, 2022

SUBJECT: Letter of Support for 6 Broadway LLC

The City of Fargo is a member of the North Dakota Opportunity Fund Consortium along with 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010.

The fund provides loans and investments to small businesses. In order for a business to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and North Dakota Opportunity Fund (NDOF) involvement in the financing. There is no City financial support included required with the letter of support.

6 Broadway, LLC is applying to the NDOF for support for the acquisition and remodeling of a downtown building at 6 Broadway. The main floor will be converted to a restaurant and some office space. The second floor tenant will remain. NDOF money would be used for a loan and to buy down the interest rate in a Bank of North Dakota program.

This project would renovate an existing building and provide space for a relocated restaurant. I am recommending City Commission approval of this request for a letter of support.

Recommended Motion

Provide a letter in support for the 6 Broadway project and the North Dakota Opportunity Fund providing a loan and match of the Bank of ND interest buy down program.

**OFFICE OF THE
 CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

(2) ab

August 18, 2022

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

Mayor and Commissioners,

Please find attached for your consideration proposed changes to the Street Performer (Ch. 18-03) and the Noise (Ch. 11-02) ordinances. There are no changes proposed to the pushcart vending ordinances at this time, with the understanding that this will need to be revisited. Compliance with existing rules and stepped-up enforcement are anticipated to resolve many of the complaints generated by the increased street activity in the downtown area.

The changes to the street performer ordinance include removal of the permit requirement, and recognition that amplified sound may be used up to the permitted noise level in the revised sound ordinance. All other applicable rules remain in place, as stated in the existing ordinance. The Amplified Sound permits previously issued are null and void- permits to exceed the sound limits are generally for events for the day or days identified on the permit only, and at designated locations. The noise ordinance revisions also reflect a very light "touch", increasing the decibel level in some zoning districts from 55 to 65 db between 6:00 a.m. and 10:00 p.m., and from 50 to 60 db between 10:00 p.m. and 6:00 a.m., regardless of whether amplification is used or not, and clarifying that the amplified sound permit requirement is only for dates, times and locations requested to exceed the permitted noise levels. The ordinance provides for one permit in a 30-day period in residential and zoning districts with 500 feet of a residential zoning district, modified by a Covid moratorium until September 2022.

Given the extent of prior conversations about these changes, including my extensive memo and comment period, and the existing quality of life issues presented by the level of noise, staff proposes that receipt and filing be waived and that this be placed on for first reading.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 11-0203, Section 11-0204 and section 11-0209 of article 11-02 of chapter 11 of the Fargo Municipal Code relating to Noise Control and Radio Interference and an ordinance Amending Section 18-0310 and Repealing Sections 18-0310.1, 18-0310.2, 18-0310.3, 18-0310.4, 18-0310.5, 18-0310.6 and 18-0310.8 of Article 18-03 of Chapter 18 of the Fargo Municipal Code Relating to Use and Care of Streets and Sidewalks.

Please feel free to contact me with any questions, comments or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Morris". The signature is fluid and cursive, with a long horizontal stroke at the end.

Nancy J. Morris

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 18-0310 AND
REPEALING SECTIONS 18-0310.1, 18-0310.2, 18-0310.3, 18-0310.4, 18-0310.5, 18-0310.6
AND 18-0310.8 OF ARTICLE 18-03 OF CHAPTER 18
OF THE FARGO MUNICIPAL CODE
RELATING TO USE AND CARE OF STREETS AND SIDEWALKS

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 purposes; and,

WHEREAS, the Board of City Commissioners has determined that an initial issuance fee may be required of any licensee which is the holder of a license from another subdivision over which the City of Fargo has required jurisdiction by annexation; 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 18-0310 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby amended to read as follows:

18-0310.—Performers of sidewalk entertainment.

Performers of sidewalk entertainment, ~~who perform pursuant to a permit issued pursuant to this article,~~ may perform on any sidewalk or pedestrian way ~~within the Central Business District~~ provided that such performers shall:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 A. Not violate the prohibitions on disturbing, annoying and unnecessary noise as
2 set forth in article 11-02 of the Fargo Municipal Code.
- 3 B. Not violate the prohibitions on panhandling as set forth in Fargo Municipal
4 Code section 10-0311.
- 5 C. Not obstruct or cause to be obstructed pedestrian or vehicular traffic, including
6 but not limited to not obstructing or causing to be obstructed sidewalks,
7 doorways or other access areas. Entertainer must provide a minimum of 6 feet of
8 pedestrian passageway. If a performer attracts a crowd sufficient to obstruct the
9 public way, a police officer may disperse the crowd if the officer determines the
10 crowd is resulted in an obstructed pathway. The officer may ask the performer
11 to temporarily suspend a performance or to move to a less congested area.
12 ~~Failure to cooperate with such request can lead to suspension and/or revocation
13 of the sidewalk entertainer permit.~~
- 14 D. Not sell records, tapes or other products.
- 15 E. Perform only at times between the hours of 9:00 a.m. and 10:00 p.m.
- 16 F. Not consume nor be under the influence of alcoholic beverages or other
17 controlled substances while performing, in compliance with the North Dakota
18 laws and regulations.
- 19 G. Not perform any nearer than 150 feet from another professional sidewalk
20 entertainer who is also performing.
- 21 H. Not perform at locations designated for a community event or festival, unless
22 permitted to play at the community event or festival by the event or festival
23 coordinator, pursuant to section 18-0313.
- 24 I. Comply with all federal, state and local laws when performing within the city,
25 including but not limited to, the panhandling ordinance and the noise ordinance.
- 26 ~~J. Display at all times the city issued permit for sidewalk entertainment so that it
27 can be easily seen by city staff or Fargo police. If such permit is not displayed as
28 required, it will be assumed that the performer has no valid permit and the
29 police will have authority to order the person to cease performing and move
30 from the location if appropriate.~~
- 31 ~~K.J.~~ Not perform within fifty (50) feet of a pushcart or permitted outdoor eating area.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 ~~LK.~~ Maintain the permitted area within a radius of ten feet free of trash and debris.

2 ML. Not create a fire hazard or use fire, knives, or dangerous items during a performance.

3 NM. Not engage in the application of tattoos or body piercing.

4 ON. Not include obscenity in a performance.

5 PO. Not engage in harassment or coercion of passersby.

6 QP. Not display or offer food or drink for sale.

7 RQ. Not display tables, lounge chairs, push carts or mobile display racks.

8 SR. Not block access to an entrance to a building.

9 TS. Not perform in a street, or not interfere with a motorist, either regarding the passage of a vehicle or the sight of its driver.

10 UT. Make no effort to reserve a location for sidewalk entertainment; performance
11 locations shall be on a daily, first-come, first-served basis. ~~Permit holders~~
12 Sidewalk entertainers shall abandon the location at the end of the day, including
the removal of all personal property by 10:00 p.m.

13 ~~V.~~ ~~Not engage in fraudulent practices or solicitations, including, but not limited to~~
14 ~~misrepresentation about the nature and type of organization with which the~~
15 ~~permit holder is associated or misrepresentation or concealment of any material~~
16 ~~fact in the application process.~~

17 WU. Not connect to electric outlets or power sources owned by the city or others
18 without the express written permission to do so.

19 Section 2. Repeal.

20 Section 18-0310.1 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby
21 repealed in its entirety.

22 Section 3. Repeal.

23 Section 18-0310.2 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby
repealed in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 4. Repeal.

Section 18-0310.3 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 5. Repeal.

Section 18-0310.4 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 6. Repeal.

Section 18-0310.5 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 7. Repeal.

Section 18-0310.6 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 8. Repeal.

Section 18-0310.8 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby repealed in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 9. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION
11-0203, SECTION 11-0204 AND SECTION
11-0209 OF ARTICLE 11-02 OF CHAPTER 11 OF
THE FARGO MUNICIPAL CODE
RELATING TO NOISE CONTROL
AND RADIO INTERFERENCE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 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 supercede 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 11-0203 of Article 11-02 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0203. – Unlawful noise—Determination.

The standards which shall be considered in determining whether a violation of § 11-0202 exists shall include, but shall not be limited, to the following:

- A. The volume of the noise.
- B. The intensity of the noise.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- C. Whether the nature of the noise is usual or unusual.
- D. Whether the origin of the noise is natural or unnatural.
- E. The volume and intensity of the background noise, if any.
- F. Within the ~~Downtown~~ Central Business District and all residential zoning districts, the following noises between the hours of 10:00 p.m. and 6:00 a.m. ~~Sunday evening through Friday morning and 11:00 p.m. and 7:00 a.m. Friday evening through Sunday morning are specifically prohibited:~~
 - 1. Radios, tape players or other sound amplifiers, whether portable or installed in vehicles, at a level which can be heard by a person more than 10 feet away from said vehicle or amplifier.
 - 2. Any horn, bell or other noise-making device except burglar alarms or similar emergency warning devices.
 - 3. Shouting or yelling where the voice is clearly audible at a distance of more than 10 feet.

Section 2. Amendment.

Section 11-0204 of Article 11-02 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0204. – Projection of sound unlawful.

It shall be unlawful to project a sound or noise excluding noise emanating from a moving motor vehicle from one property into another, within the boundary of a use district which exceeds the limiting noise criteria set forth in Table 1 below, except as permitted under section 11-0208 and 11-0209.

- A. Sound or noise projecting from one use district, into another use district with a different noise level limit, shall not exceed the limits of the district into which the noise is projected.
- B. The permissible levels in decibels set forth in Table 1 shall be modified so that any noise occurring on property deemed to be nonconforming use property shall be determined upon the conforming zoning designation of the property.

OFFICE OF THE CITY ATTORNEY
 FARGO, NORTH DAKOTA

ORDINANCE NO. _____

TABLE 1. LIMITING NOISE LEVELS FOR ZONING DISTRICTS

	Zoning District		
	Residential AG, SR-0, SR-1, SR-2, SR-3, SR-4, MR-1, MR-2, MR-3, MHP, NO, NC, DMU	Commercial GO, LC, GC	Industrial LI, GI
Maximum number of decibels permitted from 6:00 a.m. to 10:00 p.m., Monday through Thursday and 6:00 a.m. to 11:00 p.m. on Friday and 7:00 a.m. to 11:00 p.m. Saturday and 7:00 a.m. to 10:00 p.m. on Sunday	55 65	65	80
Maximum number of decibels permitted from 10:00 p.m. to 6:00 a.m. Sunday evening through Friday morning and 11:00 p.m. to 7:00 a.m. Friday evening through Sunday morning	50 60	60	75

For purposes of the decibel levels listed in Table 1, zoning districts that are comprised of a mixed use, having a residential land-use component, shall be designated as residential and the more restrictive decibel levels applicable for residential zoning shall apply.

Section 3. Amendment.

Section 11-0209 of Article 11-02 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0209. – Application for permit for sound amplifying equipment used outdoors exceeding the limiting noise levels for zoning districts-Permit Required.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

No person shall use or maintain any sound amplifying equipment outdoors above the limiting noise levels for zoning districts in Section 11-0204 without first having obtained a permit.

A. Application— A complete application for a permit must be submitted to the chief of police or his authorized designee in a form established by the chief of police, along with a non-refundable fee that has been established by resolution of the board of city commissioners. The application must be made ~~at least 30 days~~ not less than 7 days in advance of the requested permit date, unless a waiver is granted by the chief of police. The application shall contain the following information or, in lieu thereof, a detailed statement of the reason why such information cannot be furnished:

1. The name, address and telephone number of the applicant;
2. The address and a site plan showing the location of the property where the sound amplifying equipment will be used, a listing of the type of sound amplifying equipment and the direction to which the amplified sound will be directed;
3. The date and time period the sound amplifying equipment will be used; and
4. A statement that the applicant understands the requirements of this chapter and agrees to comply with all applicable requirements.

B. Regulations for Use.— The following regulations apply to all permits issued pursuant to Section 11-0209.

1. The only sound permitted shall be music or human speech or both.
- ~~2. No permits shall be issued for any property located within a residential zoning district. For the purpose of this section the Downtown Mixed Use Zoning District is not considered residential.~~
- ~~3.~~ 2. Permits are valid for the day or days listed on the permit only.
- ~~4. Permits issued for any property where the source of the sound is located within 500 feet of a residential zoning district shall be valid for no longer than one day.~~
- ~~5.~~ 3. With respect to any permit for a property where the source of the sound is within a residential zoning district or within 500 feet of a residential zoning district, no more than one permit may be issued every 30 days.

C. Waiver—The requirement of filing an application at least 30 days before the event may be waived by the chief of police upon a showing that the 30-day period may substantially burden protected rights, including rights of speech and assembly as to matters of public concern.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 D. Issuance of Permit— The chief of police has the discretion to grant or deny a permit
2 that pertains to a property for which a permit has been revoked within the prior 24-
3 month period. In deciding whether to deny a permit on such grounds, the chief of
4 police shall consider:

- 5 1. Whether the ownership of the property has changed since a prior permit was
6 denied.
- 7 2. What steps, if any, the property owner has taken to correct the violation which led
8 to the permit revocation.

9 With respect to all other applications for permits, the chief of police shall issue a
10 permit to any applicant who has submitted a properly completed application along with
11 the applicable fee unless such permit is prohibited ~~because the application pertains to~~
12 ~~property in a residential zoning district~~ by other provisions of this Section 11-0209.

13 E. Revocation— A permit may be revoked by the chief of police upon:

- 14 1. Violation of one or more regulations of the permit;
- 15 2. Material misrepresentation of fact in the permit application; ~~or~~
- 16 3. Material change in any of the circumstances relied upon by the chief of police in
17 granting the permit; or
- 18 4. ~~A permit may be revoked at any time, even after the permitted event, if the chief~~
19 ~~of police learns of any violation listed above.~~

20 F. Exemptions - The following shall be exempt from the requirement of obtaining a
21 permit under this section:

- 22 1. Community events and festivals permitted by Section 18-0314 of the Fargo
23 Municipal;
- 2. Other community-wide events or festivals; and
- 3. ~~An event that is open to the general public for which no admission is charged and~~
~~when the purpose for the event is generally not for commercial gain; and;~~
- 4. 3. All land and property owned by the Park District is exempt from the requirements
of this section.

The chief of police is authorized to determine whether a proposed event is exempt pursuant
to this subsection, and shall consider the factors provided under Section 18-0314.C. of the
Fargo Municipal Code in making such determination. The Fargo Moorhead Marathon,
currently operated by Fargo Marathon, Inc., is hereby deemed to be a community-wide
event that is exempt.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 G. Appeal—~~The permit applicant or any person actually or potentially aggrieved by the~~
2 ~~issuance or denial of a permit or the granting or denial of an exemption~~ may appeal the
3 denial of a permit ~~said decision~~ to the board of city commissioners.

4 * * * *

5 Section 2. Penalty.

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

10 Section 3. Effective Date.

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

13 _____
14 Dr. Timothy J. Mahoney, M.D., Mayor

15
16 Attest:

17 _____
18 Steven Sprague, City Auditor

19 First Reading:
20 Second Reading:
21 Final Passage:
22 Publication:

August 18, 2022



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

Dear Mayor and Commissioners,

Please find attached for your review and approval a Settlement Agreement regarding Tax Increment Financing District 2019-02, prepared in accordance with settlement discussions with Roers Development, Inc. This Settlement Agreement amends the existing Developer Agreement, establishing a completion date of the required minimum improvements of May 31, 2023, subject to late penalties.

Suggested Motion: I move to approve the Settlement Agreement regarding Tax Increment Financing District 2019-02, as presented.

Please feel free to contact me with any questions, comments or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Nancy J. Morris', is written over a printed name.

Nancy J. Morris

Enclosure

SETTLEMENT AGREEMENT

Tax Increment Financing District 2019-02

THIS AGREEMENT is made effective the ____ day of August, 2022, by and between:

CITY OF FARGO, NORTH DAKOTA
a North Dakota municipal corporation
225 4th Street North
Fargo, North Dakota 58102

and

ROERS DEVELOPMENT, INC. (Assignor)
a North Dakota corporation
200 45th Street South
Fargo, North Dakota 58103

and

NC Land Lease, LLC (Assignee)
a North Dakota limited liability company
200 45th Street South
Fargo, North Dakota 58103

RECITATIONS:

- A. The City of Fargo, North Dakota (hereinafter, the "City") and Roers Development, Inc. entered into a Developer Agreement dated August 26, 2019 (the "Developer Agreement") for the development of real property in Fargo, North Dakota, described in Exhibit A attached hereto. This development property will be referred to as the "Newman Project" or "Project." Roers assigned the Developer Agreement to NC Land Lease, LLC, a North Dakota limited liability company on August 26, 2019, attached hereto as Exhibit B (collectively hereafter "Developer" or "Roers").

- B. The development plan for the Newman Project was approved by the City on August 26, 2019.
- C. In conjunction with the Developer Agreement, a Renewal Plan was also adopted by the City for Tax Increment Financing District 2019-02 in August of 2019.
- D. The Newman Project involved construction of the Newman Center, including a church, administration area, faith-based apartment housing, market rate apartment housing and seven (7) townhomes (Townhomes).
- E. The Development Agreement required that construction of improvements to the Newman Project be completed by December 31, 2021, unless affected by Unavoidable Delays, as that term is defined in the Developer Agreement.
- F. The City has provided a Notice of Default to Roers dated June 6, 2022 for the failure to build the Townhomes by December 31, 2021.
- G. The Developer has claimed there were Unavoidable Delays which contributed to the Event of Default.
- H. The Developer has committed and does commit to the construction of the seven townhomes by May 31, 2023.
- I. The Developer and the City have negotiated a resolution of the outstanding issues and desire to set forth their agreement in this document. The parties agree that the terms of this Agreement shall fully and finally resolve the existing dispute, recognizing Developer's continued obligation to complete the required Townhomes and City's TIF obligation.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. **Recitations**. The Recitations previously set forth are hereby incorporated into this Agreement.

Section 2. **Completion of Project**. The Developer will complete the construction of the Townhomes (interior and exterior) by May 31, 2023.

Section 3. **Penalty**. Failure to complete the Townhomes on or before May 31, 2023, shall result in a penalty to Roers in the amount of \$300 per day per unfinished Townhome, for a maximum penalty of \$2,100 per day, which penalty amount shall be subtracted from the Tax Increment Financing (TIF) note.

Section 4. **Payment of TIF Amount**. Developer and the City agree that the five percent (5%) capitalized interest which is to be paid on the TIF amount pursuant to the terms of the Developer Agreement shall not accrue from December 31, 2021 until the

Townhomes are fully completed (Certificate of Occupancy received), and shall be calculated on the amount of the TIF note, reduced by penalties.

Section 5. **Recognition of Improvements.** Developer and City recognize that the improvements as constructed have an assessed value in excess of \$9,000,000, and that the Townhomes are estimated by Developer to have an assessed value when completed in excess of \$2,100,000.

Section 6. **TIF Proceeds Prorated.** Developer and City agree the TIF proceeds will be prorated for the year of completion of the Townhomes, commencing at such time as the Townhomes all receive the corresponding Certificate of Occupancy. No payments will be made until all Townhomes are complete. Developer shall not receive TIF revenue from the 2021 and 2022 tax years. TIF paid to the Developer shall be paid over a 10 year period, including the prorated portion of the 2023 tax year, if any. The TIF amount presently projected to be paid Roers based on accepted costs incurred is approximately \$147,800 annually, for a period of 10 years, including capitalized interest. Such amount is subject to proration and reduction by penalty, as stated herein. A chart attached as Exhibit B hereto is illustrative of the potential TIF payments, but may not reflect the final terms of this Agreement.

Section 7. **Unavoidable Delays Stricken.** Developer and City agree that the Unavoidable Delays provision of the Developer Agreement shall be stricken, and replaced with the following Force Majeure Clause:

No party shall be liable or responsible to the other party, nor deemed to be in default or in breach of this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, from and after the date of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events (Force Majeure Event) that destroys the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake, explosion, lightning strike, destructive high winds or tornado; (c) war, invasion, hostilities, terrorist acts, riot or other civil unrest destroying the purpose of the Agreement; or (d) government order or law.

Section 8. **Renewal Plan.** TIF proceeds will be utilized by the City in accordance with the terms of the Renewal Plan for Tax Increment Financing District No. 2019-02, dated August 2019, and for purposes permitted for activities in the Roosevelt Neighborhood.

Section 9. **Developer Agreement Remains in Effect.** The Developer Agreement will remain in full force and effect, except as otherwise amended as set forth in this Agreement.

Section 10. **Withdrawal of Notice of Default.** The Notice of Default provided by the City to Developer dated June 6, 2022, is withdrawn. Any subsequent default will require a new notice of default, in compliance with the terms of the Developer Agreement.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed as of the day and year first above written.

CITY OF FARGO

a North Dakota municipal corporation

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

ATTEST:

By: Steven Sprague, City Auditor

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by TIMOTHY J. MAHONEY, M.D. and Steven Sprague, the Mayor and City Auditor, respectively, of the City of Fargo, North Dakota, on behalf of said City.

Notary Public

(Signature Page to Agreement)

DEVELOPER (Assignor):

ROERS DEVELOPMENT, INC.

a North Dakota corporation



By, Mark Frosaker
Its: CFO/Authorized Agent

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

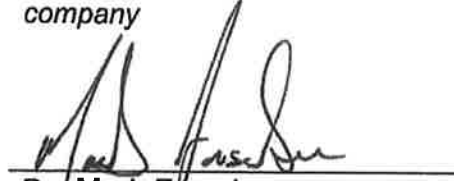
The foregoing instrument was acknowledged before me this 18th day of August, 2022, by MARK FROSAKER, the CFO/Authorized Agent of ROERS DEVELOPMENT, INC., a North Dakota corporation.

DEETTE GOERGER
Notary Public
State of North Dakota
My Commission Expires April 19, 2025


Notary Public

DEVELOPER (Assignee):

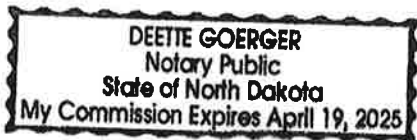
NC Land Lease, LLC
a North Dakota limited liability
company



By: Mark Frosaker
Its: CFO/Authorized Agent

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

The foregoing instrument was acknowledged before me this 18th day of August, 2022, by MARK FROSAKER, the CFO/Authorized Agent of NC Land Lease, a North Dakota limited liability company.


Notary Public

(Signature Page to Agreement)

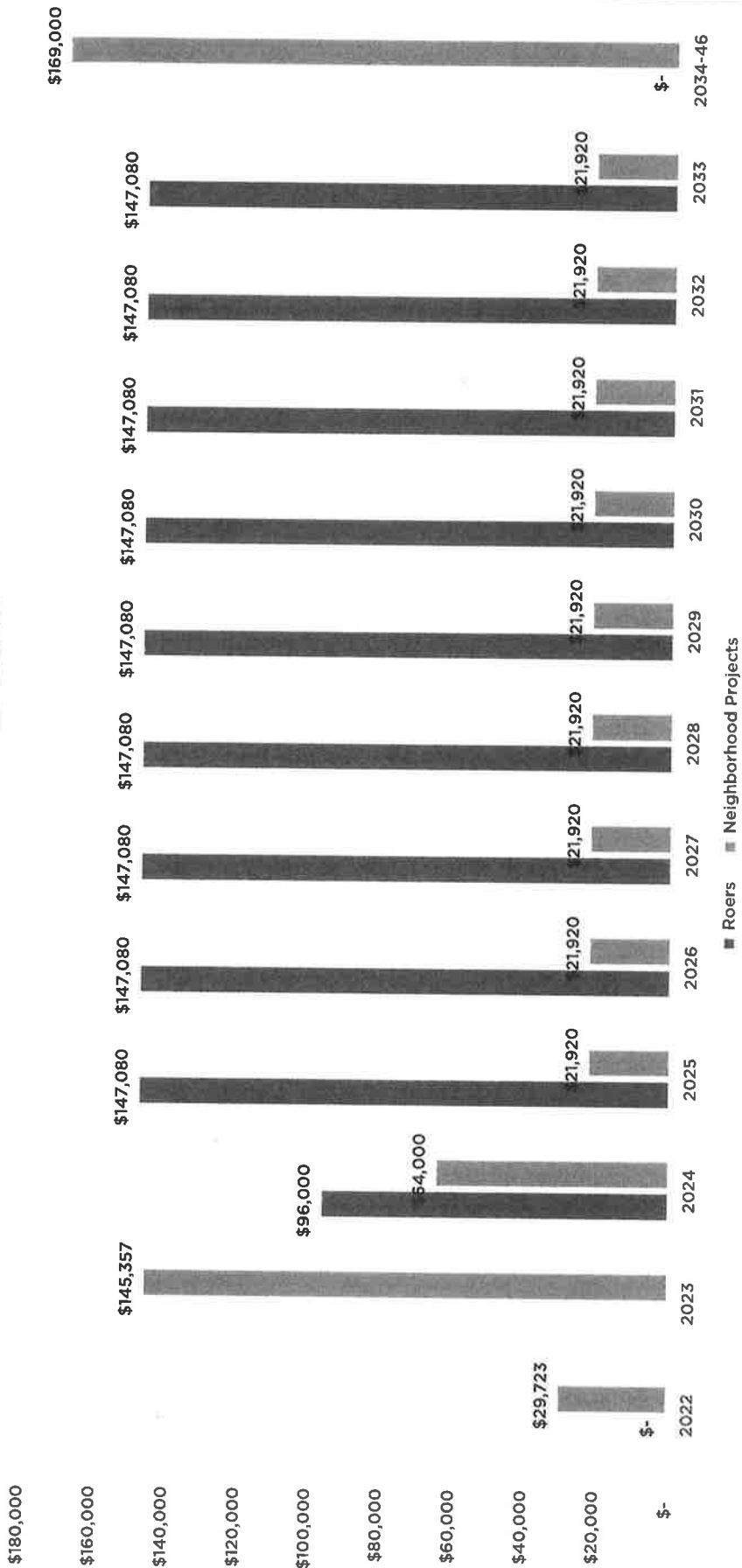
EXHIBIT A

LEGAL DESCRIPTION

**Lots Two (2), Three (3) and Four (4) of Block One (1),
St. Paul's Newman Center Addition to the City of Fargo**

EXHIBIT B: APPLICATION OF TIF FUNDS

REVISED AGREEMENT



**MINUTES OF SPECIAL MEETING
OF SHAREHOLDERS, DIRECTORS AND OFFICERS OF
ROERS DEVELOPMENT, INC.
JANUARY 31, 2022**

A special meeting of the shareholders, directors and officers of Roers Development, Inc., ("RDI" or "Company") was held at 200 45th Street South, Fargo, North Dakota on January 31, 2022. Present at the meeting were James P. Roers ("Jim"), Larry S. Nygard ("Larry") and Shannon Roers Jones ("Shannon"). It was agreed that all notice and time requirements be waived by those in attendance, and that all matters that may come before the meeting may be fully discussed and acted upon, the same as if proper notice had been given.

Resolution #1 Signing Authority


RESOLVED, that the Managing Member hereby confirms that the following are appointed as Authorized Agents of the Company and shall continue in such role until the Board of Directors of Company removes them from such positions: Mark Frosaker ("Frosaker"), and Shannon Roers Jones ("Roers Jones").

FURTHER RESOLVED, that the Company hereby delegates its authority to execute subcontract agreements and financial instruments to Frosaker or Roers Jones, as Authorized Agents of the Company, and each shall independently hold the authority to contract for, negotiate on behalf of and otherwise represent the interests of the Company, as so authorized by the Company and in accordance with the provisions of the Operating Agreement.

FURTHER RESOLVED, that each Frosaker or Roers Jones hold the ability to independently sign or transact any business as delegated, and only one of their signatures is required.

IN WITNESS WHEREOF, the undersigned have executed this Written Action effective the date first above written.

Respectfully Submitted,


Shannon Roers Jones, Secretary

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1
2 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
3 LYING IN URBAN PLAINS BY BRANDT SIXTH ADDITION
4 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

5 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
6 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain
7 parcels of land lying in Urban Plains by Brandt Sixth Addition to the City of Fargo, Cass County,
8 North Dakota; and,

9 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
10 request on June 7, 2022; and,

11 WHEREAS, the rezoning changes were approved by the City Commission on August 8,
12 2022,

13 NOW, THEREFORE,

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

15 Section 1. The following described property:

16 Lots One (1) and Two (2), Block One (1) of Urban Plains by Brandt Sixth Addition
17 to the City of Fargo, Cass County, North Dakota;

18 is hereby rezoned from "MR-3", Multi-Dwelling Residential, District, with a "C-O", Conditional
19 Overlay, District as established by Fargo Municipal Ordinance 5334, to "LC", Limited Commercial,
20 District, extinguishing the existing "C-O", Conditional Overlay, District, and replacing with the
21 following "C-O", Conditional Overlay, District:

22 1) Building orientation, form, and style

23 1.1 Building Orientation

a) The building shall be designed to have all exterior walls with equal design
consideration, to include materials, color, articulation and general aesthetics for the
purpose of access and appreciation by the general public.

1.2 Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or
rear of buildings and shall be visually screened from adjacent public right-of-way by

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

walls or fencing. Dumpsters and refuse containers shall contain walls or fencing on at least three sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a gate to visually screen the dumpsters or refuse containers.

2) Site Design

2.1 Surface parking lots shall not be oriented between buildings and 51st Street South boulevards.

2.2 Accessory garages are prohibited with the exception of the Western 120 ft of the property provided that the accessory garages are not visible from 51st Street South and are screened with site amenities from the other Rights-of-Way

2.3 Visibility from public right of way shall be designed for the appreciation by the general public with the use of landscaping enhancements along the public right of way in order to encourage pedestrian activity on the public sidewalks and amongst adjacent sites.

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

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

3) Prohibited Uses

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

3.1 Portable advertising signs;

3.2 Detention facilities;

3.3 Self-service storage;

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 3.4 Vehicle repair;

2 3.5 Vehicle service, limited; and

3 3.6 Off-premise advertising.

4 4) Definitions

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

7 4.1 Façade: Any exterior side of a building as viewed from a single direction. Said
8 direction is typically perpendicular to the exterior side of the building being viewed.

9 4.2 Depth: A horizontal distance that is perpendicular to a building façade.

10 4.3 Elevation: A horizontal orthographic projection of a building on to a vertical plane, the
11 vertical plane being parallel to one side of the building

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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(SEAL)

Attest:

Steven Sprague, City Auditor

Timothy J. Mahoney, M.D., Mayor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

46

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN VALLEY VIEW ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on July 5, 2022; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on August 8,
11 2022,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot One (1) Block Seven (7) of Valley View Addition to the City of Fargo, Cass County,
16 North Dakota;

17 is hereby rezoned from "MR-3" Multi-Dwelling Residential, District with a "CUP", Conditional
18 Use Permit to "LC, Limited Commercial, District, repealing the existing "CUP", Conditional
19 Use Permit to the above-described property and enacting a "C-O", Conditional Overlay as
20 follows:

21 1. This Conditional Overlay is intended to provide for a higher quality of design than is
22 afforded by the City of Fargo Land Development Code regarding the future commercial
23 development of Lot 1, Block 7, Valley View Addition.

24 2. All primary buildings shall be constructed or clad with materials that are durable,
25 economically-maintained, and of a quality that will retain their appearance over time, including
26 but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed
27 concrete masonry units; high-quality pre-stressed concrete systems; or glass. Natural wood or
28 wood paneling shall not be used as a principal exterior wall material, but durable synthetic
29 materials with the appearance of wood may be used.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 3. Color schemes shall tie building elements together, relate pad buildings within the
2 same development to each other, and shall be used to enhance the architectural form of a
3 building.

4 4. All building facades greater than 150 feet in length, measured horizontally, shall
5 incorporate wall plane projections or recesses having a depth of at least three (3) percent of the
6 length of the facade, and extending at least 20 percent of the length of the facade. No
7 uninterrupted length of any facade shall exceed 150 horizontal feet. An articulated facade would
8 emphasis elements on the face of a wall including change in setback, materials, roof pitch or
9 height.

10 5. Ground floor facades that face public streets shall have arcades, display windows,
11 entry areas, awnings, or other such features along no less than 60 percent of their horizontal
12 length. If the facade facing the street is not the front, it shall include the same features and/or
13 landscaping in scale with the facade.

14 6. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public
15 view by parapets, including but not limited to the back of the structure. The average height of
16 such parapets shall not exceed one third of the height of the supporting wall, and such parapets
17 shall not be of a constant height for a distance of greater than 150 feet.

18 7. Loading facilities shall not be located at the front of structures where it is difficult to
19 adequately screen them from view. All loading and service areas shall be screened from the view
20 of adjacent public streets through a structure and/or landscaping.

21 8. Dumpsters and outdoor storage areas must be completely screened from view.
22 Collection area enclosures shall contain permanent walls on three (3) sides with the service
23 opening not directly facing any public right-of-way or residentially zoned property. The fourth
side shall incorporate a metal gate to visually screen the dumpster or compactor.

 9. Separate vehicular and pedestrian circulation systems shall be provided. An on-site
system of pedestrian walkways shall be designed to provide direct access and connections to and
between the following:

- a) the primary entrance or entrances to each commercial building, including pad site

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

buildings;

b) any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development;

c) parking areas or structures that serve such primary buildings;

d) connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network;

e) any public sidewalk system along the perimeter streets adjacent to the commercial development; and

f) where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, office buildings.

10. The following use(s) are prohibited:

a) Detention Facilities;

b) Off-Premise Advertising Signs (directional signs that are less than 50 square feet in size are exempt for this prohibition);

c) Portable Signs; and

d) Vehicle Repair.

11. The Zoning Administrator shall review each applicable Site Plan to determine compliance with this Conditional Overlay and act to approve or deny the Site Plan application.

12. The decision of the Zoning Administrator may be appealed to the Planning Commission.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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6 _____
Timothy J. Mahoney, M.D., Mayor

(SEAL)

7 Attest:

8
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10 _____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

Amended



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

5

G-0038()
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **VFW Post 762**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location VFW Club			
Street 202 N Broadway	City Fargo	ZIP Code 58102	County CASS
Beginning Date(s) Authorized 8/23/22	Ending Date(s) Authorized 7/1/23	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Main Floor *excludes Bathrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 8/22/22
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



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

(Car)

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit		<input type="checkbox"/> Restricted Event Permit*					
Games to be Conducted							
<input type="checkbox"/> Bingo		<input type="checkbox"/> Raffle		<input type="checkbox"/> Raffle Board		<input checked="" type="checkbox"/> Calendar Raffle	
<input type="checkbox"/> Sports Pool		<input type="checkbox"/> Poker*		<input type="checkbox"/> Twenty-One*		<input type="checkbox"/> Paddlewheels*	

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 Fargo South High School	Dates of Activity 9/1/22 - 2/23/23	If raffle, provide drawing date I will email this list.	
Organization or Group Contact Person Karri Segal	Title or Position Bookkeeper	Telephone Number 701-446-2022	
Business Address 1840 15th Ave S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Fargo South High School			
Site Address 1840 15th 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 Raffle	1/2 of Money Collected	3000
Total (limit \$40,000 per year)		3,000

Intended Uses of Gaming Proceeds Student Travel Needs
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)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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.)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Organization or Group Contact Person

Name Karri Segal	Title Bookkeeper	Telephone Number 701-446-2022	E-mail Address segalk@fargo.k12.nd.us
Signature of Organization or Group's Top Official <i>Todd D. Burtch</i>		Title Principal	Date 7/20/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (04-2020)

CC
 8/11/22
 25.00
 (66)

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

Games to be Conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*
Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

Name of Organization or Group of People permit is issued to First Choice Clinic (dba WCareCenter)		Dates of Activity 9-22-2022		If raffle, provide drawing date _____	
Organization or Group Contact Person Mona Franck		Title or Position Office / Events		Telephone Number 701-237-5902	
Business Address 103 University Drive		City FARGO	State ND	ZIP Code 58102	
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 ND	ZIP Code 58103	County Cass	

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize Package	Retail Value of Prize
BINGO	Golf Bag / Driver / Plo / 2 Golf Games / Hat / Wallet / Mug	\$ 810
BINGO	Bison Tickets / Yeti Cooler / Yeti Rambler Cups	\$ 820
BINGO	Black Stone Grill	\$ 700
BINGO	Louis Vuitton Purse	\$ 1790
BINGO	Wellness Giftcard / Braclet / Skin Care Products / Bag	\$ 650
BINGO	Ooni Karu Outdoor Pizza Oven	\$ 800

Total (limit \$40,000 per year) **\$ 23,120⁰⁰**

Intended Uses of Gaming Proceeds
Continue providing service to women in need.

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)

Organization or Group Contact Person **W**

Name Mona Franck	Title Office / Events	Telephone Number 701-237-5902	E-mail Address mona@wccnd.com
Signature of Organization or Group's Top Official		Title	Date



(W)

\$25.00
cc
8-17-22

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

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 Vocational Training Center	Dates of Activity 9/1/22 - 9/30/22	If raffle, provide drawing date 9/30/22	
Organization or Group Contact Person Ben Zimmer	Title or Position Program Manager	Telephone Number 701-551-3147	
Business Address 424 9th Ave S.	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Vocational Training Center			
Site Address 424 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	White-tailed deer TAG-any open season or unit	\$272.00
Raffle	LOVE SEAT glider	\$365.00
Raffle	Adirondack glider	\$265.00
Raffle	CORN HOLE SET WITH CUSTOM SKIN OF AMERICAN FLAG with white-tailed deer	\$200.00
Total (limit \$40,000 per year)		\$1,102.00

Intended Uses of Gaming Proceeds
 Ninety percent of donations will be used to purchase equipment to assist adults with disabilities. Ten percent towards a conservation project.

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 Ben Zimmer	Title Program Manager	Telephone Number 701-551-3147	E-mail Address ben@fargovtc.org
Signature of Organization or Group's Top Official <i>Ben Zimmer</i>		Title Program Manager	Date 08/17/2022



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

(Handwritten initials)

CC
 25.00
 8/17/22

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 North Dakota Autism Center	Dates of Activity 9-20-2022	If raffle, provide drawing date 9-20-2022	
Organization or Group Contact Person Emily Carpenter	Title or Position Event Coordinator	Telephone Number 701-491-8984	
Business Address 647 13th Ave E	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Rose Creek Golf Course			
Site Address 1500 East Rose Creek Pkwy S	City Fargo	ZIP Code 58104	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Split the Pot Raffle*	Half the proceeds	Up to \$8,000
50/50		
Total (limit \$40,000 per year)		\$8,000

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 Emily Carpenter	Title Event Coordinator	Telephone Number 701-491-8984	E-mail Address ecarpenter@ndautismcenter.org
Signature of Organization or Group's Top Official <i>(Handwritten Signature)</i>		Title Executive Director	Date 08-12-2022



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (04-2020)

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

Games to be Conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*
*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.*

Name of Organization or Group of People permit is issued to Impact Foundation	Dates of Activity Selling 8/30/22-10/14/22	If raffle, provide drawing date 10/15/22	
Organization or Group Contact Person Emily Jones	Title or Position Development Director	Telephone Number 701-356-3144	
Business Address 4141 28th Avenue	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Tech4Kids			
Site Address 6119 Silverleaf Dr. S., Fargo, ND 58104	City	ZIP Code	County

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Purses	\$1,000

Total (limit \$40,000 per year)	\$1,000
---------------------------------	----------------

Intended Uses of Gaming Proceeds
 Proceeds will go towards providing laptops for children that do not have access to technology in their home and therefore unable to do remote learning, homework or online tutoring.

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)

Organization or Group Contact Person

Name Emily Jones	Title Development Director	Telephone Number 701-356-3144	E-mail Address ejones@dakmed.org
Signature of Organization or Group's Top Official <i>Emily Jones</i>		Title Development Director	Date 8/17/22

7

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

	2022 BUDGET	2022 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 34,524,816	\$ 33,986,890	\$ (537,926)
Licenses & Permits	3,720,791	4,018,779	297,988
Fines & Traffic Tickets	1,345,769	862,701	(483,068)
Intergovernmental Revenue	11,322,097	10,086,194	(1,235,903)
Charges for Services	7,461,207	6,791,397	(669,810)
Interest	1,318,324	1,777,796	459,472
Miscellaneous Revenue	1,572,105	709,728	(862,377)
Transfers In	9,114,280	5,590,956	(3,523,324)
Total Revenues	\$ 70,379,389	\$ 63,824,441	\$ (6,554,948)
EXPENDITURES:			
City Administrator	\$ 5,660,044	\$ 5,481,675	\$ 178,369
Finance	5,278,530	4,716,886	561,644
Planning & Development	3,295,820	2,432,234	863,586
Public Works	10,686,437	10,799,944	(113,507)
Fire Department	9,457,079	9,578,736	(121,657)
Police	14,798,787	13,507,880	1,290,907
Health	7,423,163	8,635,681	(1,212,518)
Library	3,005,218	2,904,420	100,798
Commission	462,731	452,045	10,686
Social Services	356,122	298,379	57,743
Capital Outlay	1,179,240	415,360	763,880
Vehicle Replacement/IT	-	(14,716)	14,716
Contingency	(1,193,188)	(7,076)	(1,186,112)
Transfers Out	3,210,804	2,708,536	502,268
Total Expenditures	\$ 63,620,787	\$ 61,909,984	\$ 1,710,803
Excess of Revenue Over (Under) Expenditures	\$ 6,758,602	\$ 1,914,457	\$ (4,844,145)



Executive Assistant Kember Anderson

Fargo City Hall

225 4th Street North

Fargo, ND 58102-4817

Phone: 701.241.8572 | Fax: 701.476.4136

Email: KAnderson@FargoND.gov

www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: EXECUTIVE ASSISTANT KEMBER ANDERSON

DATE: AUGUST 22, 2022

SUBJECT: MEETING SCHEDULE FOR 2023

I am proposing the following schedule for City Commission meetings for calendar year 2023 (please note, if a meeting day falls on a holiday, the meeting will be held on Tuesday).

January 9 and 23

February 6 and 21 (Tuesday)

March 6 and 20

April 3 and 17

May 1, 15 and 30 (Tuesday)

June 12 and 26

July 10 and 24

August 7 and 21

September 5 (Tuesday) and 18

October 2, 16 and 30

November 13 and 27

December 11 and 26 (Tuesday)

RECOMMENDED MOTION: To approve the 2023 City Commission meeting schedule as outlined above.

10

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-20-A3 Type: Change Order #1 & Time Extension
 Location: STS LS #6, #8 & #49 Date of Hearing: 8/15/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/22/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Change Order #1 in the amount of \$10,307.12 for additional work, along with the associated time extension to the Substantial and Final Completion Dates adjusting them to August 19, 2022 and September 2, 2022.

Staff is recommending approval of Change Order #1 in the amount of \$10,307.12 and the time extension to the Substantial and Final Completion Dates as described above.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #1 and the time extension to the Substantial and Final Completion Dates to Sun Electric.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$10,307.12 bringing the total contract amount to \$108,307.12 and the time extension to the Substantial and Final Completion Dates adjusting the dates to August 19, 2022 and September 2, 2022 to Sun Electric.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments & Storm Sewer Utility Funds

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

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: August 15, 2022
Re: Project No. NR-20-A3 - Change Order #1 & Time Extension
STS LS Rehab – Electrical Contract

Background:

Project No. NR-20-A3 is the Electrical Contract for modifying Storm Sewer Lift Stations #6, #8 & #49. New SCADA Controls at lifts #6 & #8 added remote monitoring of pumping operations and lift #49 received new controls for the pumps along with SCADA equipment.

At Storm Sewer Lift Station #8, two of the three pumps were scheduled for replacement. Prior to pump removal, the Contractor found that conduits mounted to the underside of the cover slab would interfere with removal of the pumps. The old conduits needed to be removed and new conduits rerouted around the pump openings. Sun Electric also needed to temporarily feed the pumps with power while the conduits were being relocated.

The old conduits had power and control wiring in the same conduit and that does not meet current codes. New conduits needed to be installed to carry power lines separately from the float cables. The new catwalks were not installed at the time of this electrical reconfiguration which added to the overall installation time and complexity. See attached invoice for work performed. Total cost for labor and materials is \$8,913.56.

The special instructions to bidders did not clearly define if the General Contractor or the Electrical Contractor was responsible for disconnecting power to existing pump motors if a split General and Electrical contract was awarded. Sun Electric performed the motor disconnects and rewiring oiler solenoids at lifts #6 & #8 which totaled \$1,393.56.

The Substantial Completion Date for the project was 3/15/2022 and Final Completion Date was 6/1/2022. The Prime Contractor (CC Steel) was responsible for acquiring the control cabinets and Sun Electric was responsible for installation of the control cabinets. The Controls Supplier (Quality Flow) did not supply the electrical cabinets until the first week of May 2022 due to delays associated with acquiring the internal components. Sun Electric installed the panels as they arrived but were delayed while awaiting updated wiring schematics from AE2S which Sun Electric received in late July. It is recommended that the Substantial Completion Date be modified to 8/19/2022 to establish SCADA communication and final punchlist items to be completed by a revised Final Completion Date of 9/2/2022.

Recommended Motion:

Approve Change Order #1 in the amount of \$10,307.12 for modifying the conduits at lift station #8, motor disconnects at lifts #6 & #8 and modifying the contract Substantial and Final Completion dates to 8/19/2022 and 9/2/2022 respectively.

All costs are shared 50% Special Assessments & 50% Storm Sewer Utility.

RJH/klb
Attachments

C: Jody Bertrand, Division Engineer



CHANGE ORDER REPORT
STORM SEWER LIFT STATION REHAB/RECONSTRUCTION & INCIDENTALS
IMPROVEMENT DISTRICT NO. NR-20-A3
STS LS #6, #8, #49, #51 & #70

Change Order No 1 **Change Order Date** 8/9/2022
Contractor Sun Electric

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

STS LS #6: Disconnect power to existing pump motor and rewire oiler solenoids. STS LS #8: Disconnect power to existing pump motors, reroute power and control conduits around pump openings to allow for pump removal and replacement.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	2	F&I Lift Station Electrical	LS	0	0	0	1	1	\$696.78	\$696.78
	3	F&I Lift Station Electrical	LS	0	0	0	1	1	\$9,610.34	\$9,610.34
Change Order 1 Sub Total									\$10,307.12	

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments (50%) Storm Sewer Utility Fund 524 (50%)

\$10,307.12

\$0.00

\$98,000.00

\$108,307.12

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

3/15/2022

Additional Days Substantial Completion

157

New Substantial Completion Date

8/19/2022

Current Final Completion Date

6/1/2022

Additional Days Final Completion

93

New Final Completion Date

9/2/2022

Interim Completion Dates

APPROVED
For Contractor
Title

Robert Jones
Sun Electric
Project Manager

APPROVED DATE
Department Head
Mayor
Attest

T. FLOE
8/16/22



411 - 39th Street NW
 Fargo, ND 58102
 T: 701-281-9140
 F: 701-281-9194

WORK ORDER

WORK ORDER # 35464

TO City of Fargo

DATE OF ORDER 3/31/22	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY Ryan	CUSTOMER'S PHONE NUMBER
JOB NUMBER 210069	<input type="checkbox"/> SERVICE CALL <input checked="" type="checkbox"/> EXTRA
JOB NAME NR-20-A1	
#8 conduit relocation	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
10	3/4" Sealtight	\$ 4.30	E	\$ 43.00	*Re-routed motor feed conduits and controls *Temped up pumps while running new conduit
180	#6 THHN	\$ 1.73	E	\$ 311.40	
150	#8 THHN	\$ 1.09	E	\$ 163.50	
30	#10 THHN	\$ 0.59	E	\$ 17.70	
360	#14 THHN	\$ 0.27	E	\$ 97.20	
120	#12 THHN	\$ 0.38	E	\$ 45.60	
2	1 1/2" Hoffman Plugs	\$ 24.30	E	\$ 48.60	
10	SS Deep Strut	\$ 36.64	E	\$ 366.40	
80	3/4" Rigid	\$ 5.12	E	\$ 409.60	
9	3/4" Hub	\$ 9.76	E	\$ 87.84	
					OTHER CHARGES
15	3/4" SS Strut Straps	\$ 8.09	E	\$ 121.35	\$ 0.00
6	3/8" SS Rod	\$ 8.95	E	\$ 53.70	\$ 0.00
2	3/8" Anchors	\$ 1.99	E	\$ 3.98	\$ 0.00
20	1/4" Anchors	\$ 0.86	E	\$ 17.20	\$ 0.00
20	1/4" SS Bolts	\$ 1.36	E	\$ 27.20	\$ 0.00
20	1/4" SS Washer	\$ 0.40	E	\$ 8.00	\$ 0.00
20	1/4" Lock Washers	\$ 0.30	E	\$ 6.00	\$ 0.00
					TOTAL OTHER
					\$ 0.00
6	3/8" SS Nuts	\$ 1.38	E	\$ 8.28	
					LABOR
4	3/8" SS Washer	\$ 0.56	E	\$ 2.24	Travis ST
2	3/8" SS Lock Washer	\$ 0.55	E	\$ 1.10	Elliott ST
3	3/4" LB Form 7	\$ 14.12	E	\$ 42.36	Travis OT
2	3/4" ALUM LB	\$ 18.66	E	\$ 37.32	Elliott OT
6	3/4" Sealtight	\$ 4.30	E	\$ 25.80	
3	3/4" Rigid Coup	\$ 3.51	E	\$ 10.53	
2	3" HUB	\$ 81.83	E	\$ 163.66	
1	Material from Page 2	\$ 869.00	E	\$ 869.00	
				TOTAL LABOR	\$ 5,925.00
				TOTAL MATERIALS	\$ 2,988.56
				TOTAL OTHER	\$ 0.00

Work ordered by: _____

Customer Signature: _____

I hereby acknowledge the satisfactory completion of the above described work

<i>Thank You</i>	TAX	
	TOTAL	\$ 8,913.56

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

NDDOT Project No. IM-8-029(191)064, PCN 22629 Type: Cost Participation and Maintenance Agreement

Location: I-29 & 13th Avenue Interchange (NE Ramp)

Date of Hearing: 8/15/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/22/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Cost Participation and Maintenance Agreement (CPM) with NDDOT for a project located at the I-29 and 13th Avenue interchange. Work consists of median widening and modifications to better direct traffic movements between the northeast ramp and frontage road.

At the current time, we have no costs associated with the project. The NDDOT would like this agreement so that if anything came up during construction that we, the City, would like to add to the project, there would be a clear understanding of how that work is to be paid.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of the CPM Agreement with the NDDOT.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the CPM Agreement with the NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>✓</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, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

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

Date: August 11, 2022

Re: Cost Participation and Maintenance Agreement with NDDOT (CPM)
I-29 and 13th Avenue Interchange; NE Ramp
IM-8-029(191)064, PCN 22629

Background:

I have attached a CPM agreement from the Local Government Division of the NDDOT for this minor intersection safety project. This project is located at the I-29 and 13th Avenue interchange; NE Ramp. Work consists of median widening and modifications to better direct traffic movements. I have attached a location map of the project.

At the current time, we have no costs associated with the project. Having said that, the NDDOT would like this agreement so that if anything came up during construction that we, the City, would like to add to the project, there would be a clear understanding of how that work is to be paid for.

Recommended Motion:

Approve the attached CPM Agreement with the NDDOT.

JMG/klb
Attachments

MEMO TO: William Panos
Director

FROM: Johnson, Michael E.

DATE: 08/03/2022

SUBJECT: IM-8-029(191)064, PCN 22629 CPM Agreement

This is the Cost Participation and Maintenance Agreement for the above project in Fargo located at the I-29 and 13th Avenue interchange; NE Ramp. Work consists of median widening and modifications to better direct traffic movements.

If you have any questions on this agreement, please contact Michael Johnson at 701-328-2118.

38/mej

DocuSign Workflow:
Stacey Hanson, LGD Review
Paul Benning, LGD Signer
Shannon Sauer, Finance
Brenda Derrig, City Engineer
City Attorney
City Auditor
Mayor or President of Commission
Michael Johnson, LGD Review
Clint Morgenstern, Legal
Jen Turnbow, DDP

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Johnson, Michael E.

Telephone: 701-328-2118

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

Project No. IM-8-029(191)064

Location: 13TH AVE SOUTH NE RAMP

Type of Improvement: PCC Pavement Widening & Median Modifications

Point of Beginning: RP 64.322

Point of Ending: RP 64.322

In consideration of the mutual benefits to be derived therefrom, it is agreed 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 the Local Public Agency (LPA) of city of Fargo, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 0 percent of the total actual cost of right of way acquired for the project which are determined eligible for funding participation; and
- b. Will pay 0 percent of the total actual cost of utility relocations required for the project which are determined eligible for funding participation; and
- c. Will pay 0 percent of the total actual construction cost of all items which are determined eligible for funding participation; and
- d. Will pay 0 percent of the total actual preliminary engineering cost of all items which are determined eligible for funding participation; and
- e. Will pay 0 percent of the total actual construction engineering cost of all items which are determined eligible for funding participation; and
- f. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as requested by the LPA and determined to be non-participating or ineligible for federal aid.



PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$95,385, with the LPA's estimated share being \$0.
3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.



PART III

Maintenance

The LPA will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

LPA agrees to the following maintenance items in addition to the above:

The LPA will maintain the frontage road in the northeast quadrant of the 13th Avenue South interchange and the combined bicycle trail and sidewalk. The LPA will maintain all signs and pavement markings on the frontage road and connecting road with the island, except the island sign to guide traffic from the ramp onto the frontage road.

NDDOT agrees to the following maintenance items in addition to the above:

NDDOT will maintain all signs and pavement markings on the ramp and those guiding ramp traffic.

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. 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.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



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

APPROVED:

LPA of City of Fargo

LPA ATTORNEY (TYPE OR PRINT)

Dr. Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

Steve Sprague
AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

Paul Benning
DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

DocuSigned by:
Paul Benning
SIGNATURE
A411F817506247A

DS
SH

SIGNATURE
DS
SS

8/3/2022
DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, Rev. 06-20; C.M. 08/03/2022



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of City of Fargo will provide non-federal funds, whose source is identified below, as match for the amount the LPA 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 by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

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

ATTEST:

Steve Sprague
AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of City of Fargo

Dr. Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 08-18; C.M. 08/03/2022



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 11-19



DESIGN DATA	
Traffic	Average Daily
Current (2019)	Pass: 4370 Trucks: 60 Total: 4430
Forecast	Pass: Trucks: Total:
Clear Zone Dist. Existing	Design Speed: 35 mph
Minimum Sight Dist. for Stopping	Bridges: N/A
Full Control of Access. No Point of Access Other Than at Interchange Ramps	
Pavement Design Life (years)	
Design Accumulated One-way Rigid ESALS:	

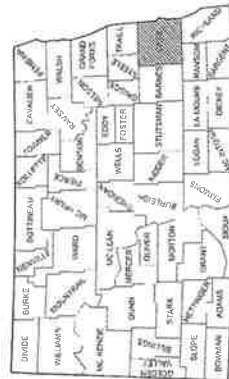
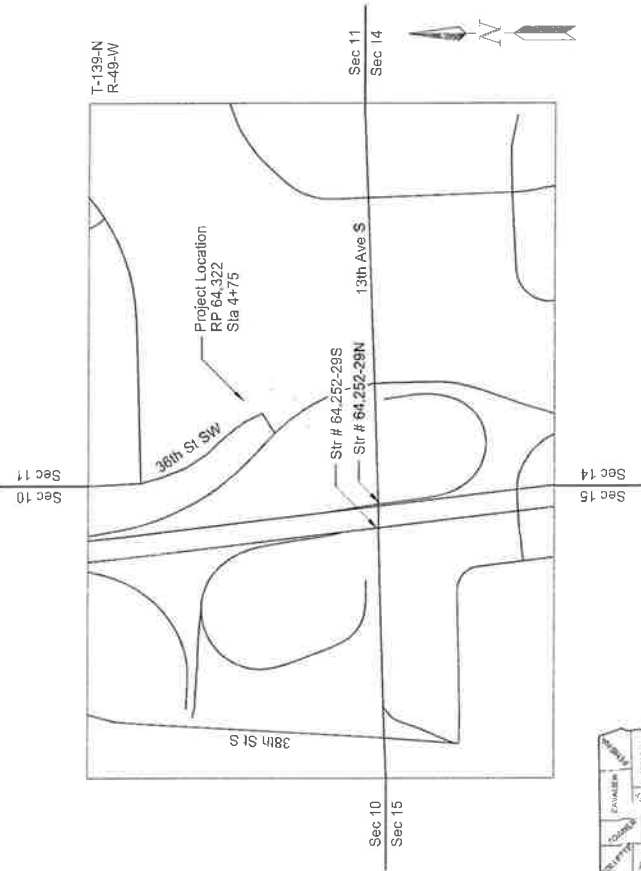
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

IM-8-029(191)064

Cass County
Intersection of I-29 NE Ramp & 36th St SW
PCC Pavement Widening & Median Modifications
FHWA Limited Involvement

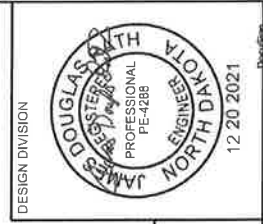
GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	10/1/2020
Supplemental Specifications	NONE

PROJECT NUMBER / DESCRIPTION IM-8-029(191)064
NET MILES 0.1704
GROSS MILES 0.1704



DESIGNER	Aaron Murra P.E.
DESIGNER	Brady Haussler P.E.
DESIGNER	Hannah Mueller

ND DEPARTMENT OF TRANSPORTATION
 OFFICE OF PROJECT DEVELOPMENT
Kirk J Hoff
 Hoff, Kirk J.
 12/20/21



Certificate Of Completion

Envelope Id: 97B76212B5774D0F8ECE50CF960DEABC
 Subject: Contract #38211267: Please DocuSign: Cost Participation & Maintenance Agreement
 Contract Number: 38211267
 PCN: 22629
 Source Envelope:
 Document Pages: 10
 Certificate Pages: 3
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Michael Johnson
 608 E Boulevard Ave
 Bismarck, ND 58505
 mijohnson@nd.gov
 IP Address: 165.234.92.5

Record Tracking

Status: Original
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 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Michael Johnson
 mijohnson@nd.gov
 Pool: StateLocal
 Pool: Carahsoft OBO North Dakota Department of
 Transportation CLOUD

Location: DocuSign

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: 165.234.253.12

Timestamp

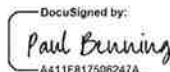
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 Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

DocuSigned by:

 A411F817506247A

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:
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Signer Events

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

Signature



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

Timestamp

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Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brenda Derrig
BDerrig@FargoND.gov
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

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgentstern
cdmorgentstern@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

Signer Events

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature**Timestamp****In Person Signer Events****Signature****Timestamp****Editor Delivery Events**

Michael Johnson
mijohnson@nd.gov
Urban Cowboy

North Dakota Department of Transportation
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

Using IP Address: 165.234.252.245

Timestamp

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Completed: 8/3/2022 2:09:05 PM

Agent Delivery Events

Brenda Derrig
BDerrig@FargoND.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Status**Timestamp**

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Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Legal Admin
dotlegaladmin@nd.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Legal Admin
dotlegaladmin@nd.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

District Engineer
bwalton@nd.gov
Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:
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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events**

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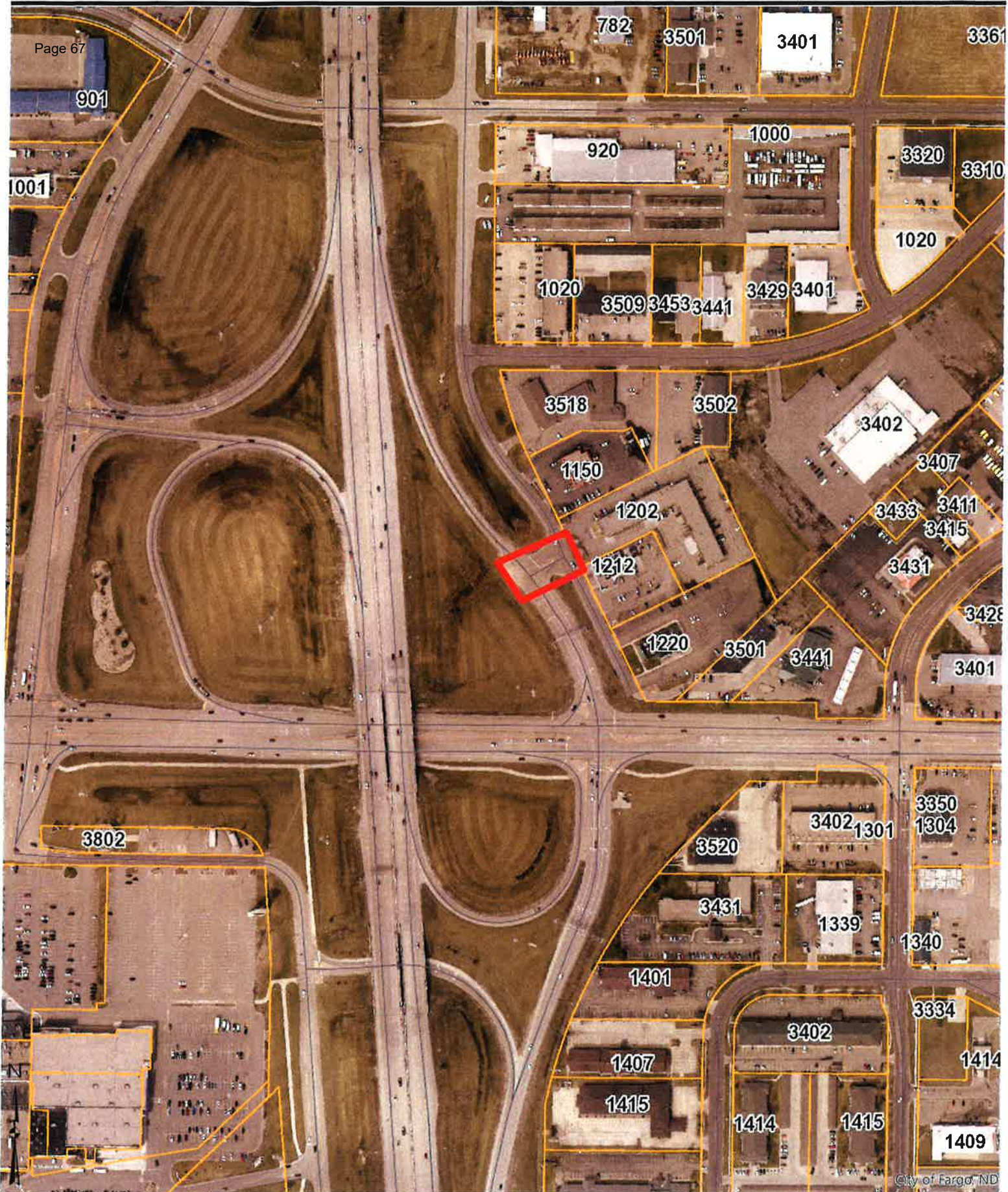
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Timestamps

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Payment Events**Status****Timestamps**



City 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.

Project Location Map

1:5,595

8/11/2022 9:48 AM

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



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

12

Type: Land Use Agreement

Location: 6140 36th Street South

Date of Hearing: 8/15/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/22/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Land Use Agreement with Maple Valley Shops to use as a staging area for construction of shop condos at 6140 36th Street South.

Maple Valley Shops reached out to Engineering to request use of a portion of the City parcel across the street as a staging area. They plan to use the area for three months (September – November) and have agreed to pay a lease fee of \$2,000.

Staff is recommending approval of the Land Use Agreement with Maple Valley Shops.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of the Land Use Agreement with Maple Valley Shops.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Land Use Agreement with Maple Valley Shops.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

	<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>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

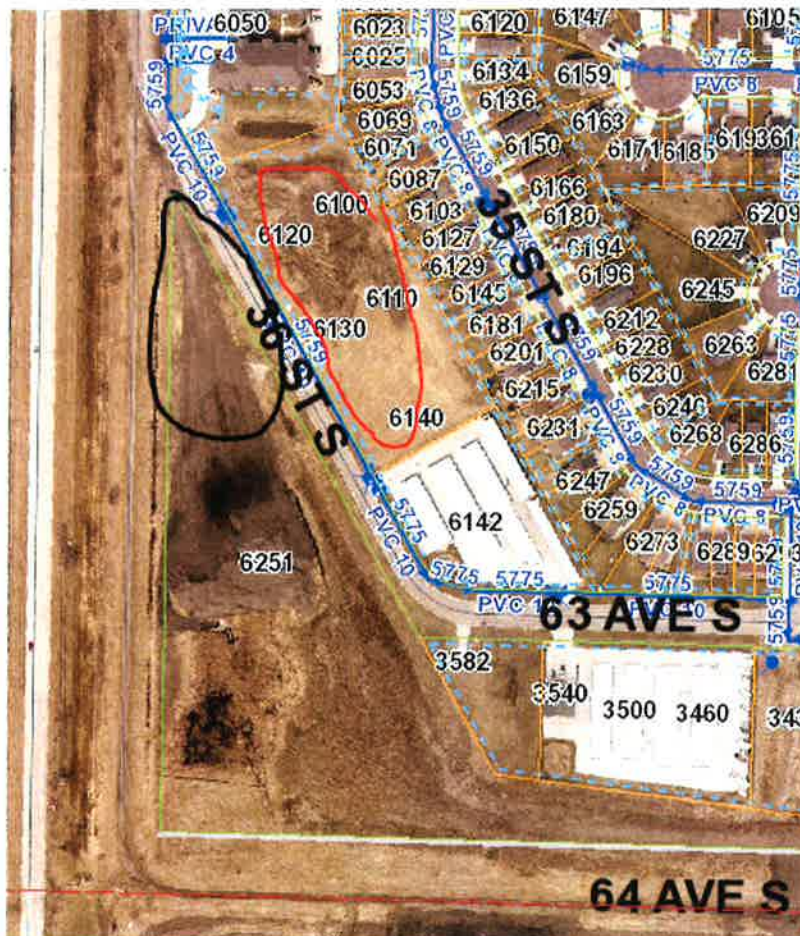
From: Kevin Gorder
Division Engineer

Date: August 10, 2022

Subject: Maple Valley Shops Request to use City Right of Way as a Staging Area

Background:

Maple Valley Shops plan to construct shop condos at 6140 36th St S circled in red in the graphic below. They reached out to Engineering and asked if they could use a portion of the City Parcel across the street as a staging area. This area is circled in Black. Maple Valley Shops wants to use this area for three months between September and the end of November and have agreed to pay a lease fee of \$2,000. I talked with Jason Leonard who is the project engineer on the overpass project and we do not feel it will be a conflict with Ames as they build the interstate overpass.



Recommended Motion:
Approve the Land Use Agreement with Maple Valley Shops



Hunt Map
Layers

X

Area 08/03/22

16:11

08/03/22, 4:11 PM



Hide on map

Area
1.5 ac

Perimeter
460 yds



Share
Add to Folder



Edit



Delete

LAND USE AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Fargo, North Dakota, a North Dakota municipal corporation, (hereinafter referred to as "Owner" or "City"), and MAPLE VALLEY SHOPS, LLC, a North Dakota limited liability company, (hereinafter referred to as "Permittee").

RECITATIONS:

- A. Owner is the owner of certain real property located at 6251 36th St S., in Fargo, North Dakota (hereinafter referred to as the "Premises").
- B. Permittee wishes to use a portion of the Premises as shown in Exhibit A for purposes of temporary construction access related to the redevelopment at 6140 36th St S., Fargo, ND.
- C. Owner is willing to allow Permittee access to the Premises for the above-stated purpose under the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. Premises. The Premises, located at 6251 36th Street South, Fargo, ND 58104, is legally described as follows:

Lot 1, Block 7, Maple Valley Addn to the City of Fargo, County of Cass, State of North Dakota.

- 2. Use of Premises. Permittee shall have the non-exclusive use and occupancy of the Premises for storing construction supplies used in building shop condos at 6140 36th St S, placing job trailers, and using the existing access point from 36th St S. on Owner's property. The Premises

may not be used for any purposes other than as stated, except with the express written permission of Owner. Permittee's use and occupancy of the Premises shall not unreasonably interfere with the Owner's use and occupancy of the Premises for any lawful purpose.

3. Term of Agreement. This Agreement shall expire on or before November 30, 2022, or as indicated below and as modified from time to time by written agreement of the parties hereto. Any request for extension must be made in writing at least thirty (30) days prior to the expiration of this Agreement to allow City adequate time to consider the request. At the end of the term of this Agreement, Permittee shall surrender the Premises to Owner in as good a condition as at the commencement of this Agreement. City reserves the right to terminate this Agreement at any time, with or without notice, should City determine, in its sole discretion, that public safety and/or the public infrastructure is at risk due to Permittee's use of or activity on the Premises. In the event of an emergency, as determined by City, in its sole discretion, Permittee shall immediately vacate the Premises. In no event shall City be responsible to Permittee or any third-party for any damages caused or incurred by Permittee's use of the Premises.

4. Maintenance of the Premises. Permittee shall, at its sole expense, keep and maintain all portions of the Premises occupied and used by Permittee in a clean, safe, and sanitary condition, and in compliance with all applicable laws, ordinances, and regulations. Permittee's obligations hereunder shall include, but not be limited to, the maintenance and repair of the existing City utilities, and items in the Public Right of Way ("PROW"), and other requirements incident to use.

5. Use of the PROW. Permittee shall be permitted to exercise control over the PROW adjacent to the intended construction activity on the Premises, under certain terms and conditions as stated herein. Permittee shall not obstruct or restrict the public's access or use of the PROW, or impede travel through the PROW. Permittee shall be responsible for ensuring all construction and restoration work in the PROW complies with all City Construction Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>.

6. Protection of Public and Private Utilities. Permittee will, during any use of PROW, use due care to protect City streets, utilities, and all other public property and private utilities occupying the PROW. Any damage caused by Permittee's activities shall be remedied immediately, at the discretion of City, with all costs to be borne by Permittee.

7. Public Safety and Early Termination. Permittee must remedy any unsafe or unsatisfactory condition due to the use of the PROW, as determined by City, in its sole discretion. When a corrective measure is required by City, City will notify Permittee by phone and email. If concerns persist, and no remedy can be agreed upon, City may require Permittee to vacate the PROW use permitted herein and return the PROW to its pre-existing condition. All costs incurred by the City will be billed to the Permittee. Payment is due within 30 days. If payment is not received within 30 days, interest will accrue at a rate of 1.5% per month. Failure of the Permittee to pay any billings provided for herein within 30 days from the due date shall result in City reducing the deposit, as described in Paragraph 18, for the amount billed plus any accrued interest.

8. Permittee to Secure Site. Permittee shall be responsible for securing the site at its

discretion. City shall not be responsible for any items lost or damaged while Permittee uses the Premises.

9. Restoration of Premises. It is understood and agreed by and between the parties that Permittee will be responsible for the repair or replacement of any property which may be damaged or destroyed as a direct or indirect result of the use of the Premises, including but not limited to leveling the ground and restoration of the Premises to the condition prior to Permittee's permitted use of the Premises, to City's satisfaction, in City's sole discretion.

10. Snow Removal from Premises. Permittee shall provide supplemental snow removal in and around the Premises and shall be required to haul or remove snow from the Premises and adjoining area at the direction of the Director of Operations-Public Works or designee, or City Engineer or designee.

11. Alterations and Additions. Permittee shall not construct any structures or improvement on the Premises, or make any changes thereto, without the express written consent of Owner.

12. Right of Access. Permittee hereby grants to City a right of entry and access to the Premises and PROW, in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Permittee agrees and understands that City shall not be liable or responsible for construction delays or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make a reasonable attempt to contact the Permittee prior to City entry to the Premises and PROW, except in case of an emergency as determined by City.

13. Covenant to Hold Harmless. Permittee hereby agrees to indemnify and hold Owner harmless from any and all liability for damages to any person or property in and about the Premises, including but not limited to others using the Premises to the extent Permittee is responsible for the maintenance thereof and the safe operation of its equipment. Permittee agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Permittee shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity on the Premises or in the PROW.

14. Assignment and Subletting. Permittee shall use the Premises throughout the entire term hereof, and any extension thereof for the purposes stated herein, and for no other purpose. Permittee shall not be permitted to assign or sublet any portion of the Premises without the express written consent of Owner.

15. Garbage and Rubbish Removal. Permittee will be responsible for the removal of all garbage and rubbish generated by Permittee. In connection therewith, Permittee agrees that it will promptly remove all such garbage and rubbish from the Premises.

16. Intent of Parties. It is the intent of the parties that Permittee shall be responsible for any and all costs which may be incurred in connection with the occupancy, use, and restoration of the Premises.

17. Construction. This agreement shall be governed and construed under the laws of the State of North Dakota.

18. Deposit. Permittee shall provide the City a deposit in the amount of \$5,000 to cover all expenses that may be incurred by City as a result of Permittee's work in the PROW and on the Premises. If at any time the amount of the deposit is reduced to less than \$1,000, Permittee shall replenish the deposit to \$5,000. Any deposit remaining at the end of the construction project will be reimbursed after acceptance by the Owner. Permittee must request final inspection and reimbursement of the remaining deposit in writing. City agrees to promptly inspect and return the deposit when notified the Permittee is no longer using the Premises.

19. Lease Payment. Permittee agrees to pay City \$2,000 to use the premises for three months. Payment is due upon execution of this Agreement and before Permittee shall use the Premises. Owner agrees to use the deposit to make the lease payment so the balance of the deposit will be reduced to \$3,000.

DATE: _____

OWNER:

City of Fargo, a North Dakota
municipal corporation

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

Attest: _____
Steven Sprague, City Auditor

DATE: 8/10/22

PERMITTEE:

Maple Valley Shops, LLC,
a North Dakota limited liability company.

By  JEFFREY MCKAY

Its: MEMBER



13

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

August 3, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. SR-22-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, August 3rd 2022, for Sidewalk & Shared Use Path Rehab/Reconstruction, Project No. SR-22-C1, located at Madison Park Bike Trail.

The bids were as follows:

Key Contracting Inc	\$348,929.00
Earthwork Services, Inc	\$417,651.00
Engineers Estimate	\$297,915.00

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Key Contracting Inc., contingent upon receipt of HUD award letter and HUD's approval of the 2022 Action Plan, in the amount of \$348,929.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



Engineer's Statement Of Cost
Project # SR-22-C1
Sidewalk & Shared Use Path Rehab/Reconstruction

Madison Park Bike Trail

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Sidewalk & Shared Use Path Rehab/Reconstruction Project # SR-22-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Park District					
1	F&I Shared Use Path 5" Thick Reinf Conc	SY	1,130.00	99.00	111,870.00
2	Remove Sidewalk All Thicknesses All Types	SY	1,150.00	27.00	31,050.00
3	Temp Fence - Safety	LS	1.00	7,000.00	7,000.00
4	Mulching Type 1 Hydro	SY	2,100.00	1.50	3,150.00
5	Seeding Type C	SY	2,100.00	1.50	3,150.00
Park District Total					156,220.00
CDBG Madison Park					
6	Rem & Repl Curb & Gutter	LF	48.00	120.00	5,760.00
7	F&I Shared Use Path 5" Thick Reinf Conc	SY	823.00	99.00	81,477.00
8	F&I Sidewalk 6" Thick Reinf Conc	SY	40.00	119.00	4,760.00
9	Remove Sidewalk All Thicknesses All Types	SY	35.00	18.00	630.00
10	F&I Det Warn Panels Cast Iron	SF	40.00	65.00	2,600.00
11	Salvage & Install Fence	LF	32.00	100.00	3,200.00
12	Remove Fence	LF	64.00	50.00	3,200.00
13	Remove Tree	EA	3.00	400.00	1,200.00
14	F&I Flap Gate 12" Dia Stainless Steel	EA	1.00	3,500.00	3,500.00
15	F&I Pipe 12" Dia Corr Steel	LF	93.00	111.00	10,323.00
16	Remove Pipe All Sizes All Types	LF	33.00	58.00	1,914.00
17	Fill - Import	CY	350.00	45.00	15,750.00
18	Traffic Control - Type 1	LS	1.00	1,000.00	1,000.00
19	Temp Construction Entrance	EA	2.00	4,500.00	9,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	Sediment Control Log 6" to 8" Dia	LF	535.00	5.00	2,675.00
21	Inlet Protection - Existing Inlet	EA	8.00	340.00	2,720.00
22	Seeding Type C	SY	2,000.00	1.50	3,000.00
23	Mulching Type 1 Hydro	SY	2,000.00	1.50	3,000.00
24	Topsoil - Strip & Spread	LS	1.00	28,000.00	28,000.00
25	F&I Flared End Section 12" Dia Corr Steel	EA	2.00	4,500.00	9,000.00
CDBG Madison Park Total					192,709.00
Total Construction in \$					348,929.00
Contingency 5.00%					17,446.45
Misc. Costs					60,000.00
Total Estimated Costs					426,375.45
Federal Funds - CDBG					385,000.00
Fargo Park District Funds					41,375.45
Unfunded Costs					0.00

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

Date: 08/16/2022



Thomas Knakmuhs

Assistant City Engineer



14

COVER SHEET
CITY OF FARGO PROJECTS

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 Project as it will appear in the Contract:

Flood Risk Management

Project No. FM-21-A

Call For Bids August 22, 2022

Advertise Dates Aug 31, Sept 7 & 14, 2022

Bid Opening Date September 28, 2022

Substantial Completion Date August 18, 2023

Final Completion Date September 1, 2023

- N/A PWPEC Report (**Part of 2022 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)
- N/A Notice to Property Owners (Dan Eberhardt)
- X **WIFIA (460 Fund)** Language Included

Project Engineer Roger E. Kluck, PE, CFM

Phone No. (701) 241-1537

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- N/A Create District (Attach Copy of Legal Description)
- N/A Order Plans & Specifications
- N/A Approve Plans & Specifications
- N/A Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- N/A Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT
FLOOD RISK MANAGEMENT
PROJECT NO. FM-21-A
RED RIVER EROSION PROTECTION & BANK
STABILIZATION UNIVERSITY DR S AND 52ND AVE S**

Nature & Scope

To stabilize the shoreline on the Red River along University Drive South and north of 52nd Avenue South.

Purpose

To provide an interim stabilization of the sliding river shore line adjoining a flood control wall.

Feasibility

The estimated cost of construction is \$2,199,297.25. The cost breakdown is as follows:

Sales Tax Fund 460			
Construction Cost			\$2,199,297.25
Fees			
Contingency	10%		\$219,929.73
Total Estimated Cost			\$2,419,226.98
Funding			
Sales Tax Funds - Flood Control - 460	100.00%		\$2,419,226.98

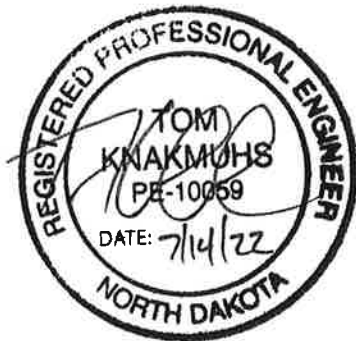
Miscellaneous Costs			
Outside Engineering			\$193,500.00
Total Miscellaneous Costs			\$193,500.00
Funding			
Sales Tax Funds - Flood Control - 460	100.00%		\$193,500.00


Project Funding Summary

Sales Tax Funds - Flood Control - 460	100.00%	\$2,612,726.98
Total Estimated Project Cost		\$2,612,726.98

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
Assistant City Engineer

15

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: August 18, 2022
Re: FirstLink Amendment to Memorandum of Understanding

Dear Commissioners:

FirstLink of Fargo provides essential 211 services and the Suicide Hot Line for our area. They will be relocating to a new building and are in need of a temporary location for the month of October. There is already a current Memorandum of Understanding in place for the City of Fargo to provide temporary facility use at the Public Safety Building located at 4630 15th Ave N in Fargo in the event of an emergency. The attached Amendment extends the MOU to cover this particular non-emergency event as well.

The Amendment was drafted by Nancy Morris, City Attorney. The MOU and Amendment were reviewed and approved by Brady Scribner, Emergency Management Office; Nick Lindhag, Information Services; and Bekki Majerus, Facilities Management. FirstLink has reviewed and signed the Amendment.

Attachments:

- Amendment to Agreement for Temporary Use of Space
- Memorandum of Understanding for Use of Facilities between FirstLink and City of Fargo

Recommended Action:

Approve the Amendment to the Memorandum of Understanding with FirstLink.

**AMENDMENT TO AGREEMENT FOR
TEMPORARY USE OF SPACE**

This amendment amends that certain agreement dated July 29, 2019, by and between FirstLink, a North Dakota non-profit corporation and the city of Fargo, a North Dakota municipal corporation, for the use of the Fargo Public Safety Building, located at 4630 15th Avenue North ("Facility") as a temporary alternative location during their office relocation.

For the reasons stated herein, and for valuable consideration hereby acknowledged, the parties hereto agree as follows:

1. FirstLink Facility Use. FirstLink shall have permission to use the facility from October 1, 2022 to October 31, 2022 for normal operations while the FirstLink permanent location is under construction.
2. Extensions. Any extensions of this amendment must be in writing, signed by both parties.
3. Equipment. FirstLink shall be responsible for proving its own equipment for use while occupying the facility. Fargo shall provide access to the network system as approved by Fargo Information Services personnel. FirstLink shall be solely responsible for its own equipment while located in the facility and insure against its loss or destruction.
4. Access. FirstLink shall be provided 24 hour, 7 days per week access to the facility via individually assigned access key fobs provided by Fargo to employees and volunteers of FirstLink registered to provide FirstLink services. FirstLink will be held responsible for the cost to replace any key fobs that are lost or not returned at the end of the term.
5. Rent. FirstLink shall be permitted to use the space designated herein without the payment of rent or remuneration to Fargo for the period provided herein.

All other applicable terms and conditions of the existing MOU shall continue in effect, as modified herein.

Dated this 18 day of August, 2022.

FIRSTLINK,
a North Dakota non-profit corporation



CITY OF FARGO,
a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

Memorandum of Understanding
FOR USE OF FACILITIES
In the Event of a Disaster or Emergency

Between
FirstLink
And
City of Fargo

I. Purpose

To establish an understanding and arrangement between FirstLink, a North Dakota nonprofit corporation ("FirstLink") and the City of Fargo, a North Dakota municipal corporation ("City" or "Fargo"), to utilize the Fargo Public Safety building, located at 4630 15th Ave N. ("Facility") as a temporary alternate location to maintain and continue operations in the case of an Emergency. This document shall formalize the understanding among the parties to allow FirstLink to efficiently relocate and transition staff into the Alternate Site with minimal interruption or delay in the case of an Emergency. It is the City of Fargo's intention to make the necessary space available if reasonably possible, without the payment of rent, provided the intended space is not needed for City operations, which City purpose shall take priority.

II. Scope

This Memorandum shall apply to all Emergencies that affect the operations of FirstLink in any manner that might cause the need for FirstLink's facility to be evacuated or cause its Property to be rendered unsafe or otherwise not feasible for use for call center operations.

"Emergency" shall mean an unplanned event (either man-made or naturally caused) that causes or threatens to cause:

- 1.) Death or significant bodily injury to one or more individuals;
- 2.) A disruption of FirstLink operations in its permanent location; or
- 3.) Physical or environmental damage.

III. Roles and Responsibilities

A. Notification

FirstLink, as soon as practical in the event of an Emergency, shall notify the City of Fargo Emergency Services Coordinator or designee of the need to utilize the Alternate Site as a temporary location to maintain and continue operations. Temporary shall be defined as 2 months or less, unless otherwise agreed to in writing by the parties hereto.

B. Establish Transition Plan

FirstLink shall establish a transition plan to transport staff, and necessary resources required to maintain operations to the Alternate Site in the case of an Emergency.

C. Emergency Planning

FirstLink will work with the City of Fargo to develop effective Emergency Response Plans that are specific to the Alternate Site. These plans shall include evacuation and lock-down plans. City will provide FirstLink key fob access, in the name of the Director of Operations for FirstLink. Access to the facility shall be limited to authorized personnel only, and be the responsibility of FirstLink. All access keys shall be returned immediately upon cessation of use of the Facility.

IV. Operational Set-up

A. Activating the Alternate Site

FirstLink will be solely responsible for the set up and additional expenses for the operation of the Alternate Site located at the Fargo Public Safety Building, 4630 15th Ave N., including but not limited to any costs borne by FirstLink directly, as well as a proportionate share of increased cost due to the permitted use of the Facility, including but not limited to janitorial, utilities, and maintenance costs attributable to FirstLink's use of the Facility.

B. Technology Assistance

FirstLink shall coordinate all technological needs with the City of Fargo's Information Services department; no connections made to any city services that may interfere with the City of Fargo communications network or day-to-day operations will be allowed. FirstLink operations shall be completely independent of the City.

C. Activation Set-up Plan

FirstLink will provide City of Fargo Emergency Management a basic diagram of set-up and IT logistical needs to include workspace size and area, IT networking or technological needs, in advance of an activation. The needs should include security concerns or considerations for activation.

D. Relationship

FirstLink and Fargo agree and understand that this Memorandum does not create the relationship of principal and agent, partnership or joint venture, employment, or of any association between FirstLink and City. FirstLink employees and volunteers shall remain such at all times.

E. Liability

Unless the liability for damage or loss is caused solely by the negligence of City, its agents or employees, FirstLink shall hold harmless City from any liability for damages to any person or property in or upon the alternative Premises, including the person and property of FirstLink and its employees and all persons in the building at its or their invitation. All property kept, maintained or stored on the Premises shall be so kept, maintained or stored at the sole risk of FirstLink.

V. Administration of the Memorandum

A. Preemption

Nothing in this Memorandum shall supersede or contravene any tribal, state, or federal statute or any City of Fargo or FirstLink administrative or regulatory procedures, contractual obligations, rules, regulations, or duties.

B. Term

This Memorandum shall be in effect as of the date of the last signature executed below and shall continue in full force and effect until otherwise modified. Any party may terminate this Memorandum with a written notice given at least 30 days in advance to the other party.

C. Follow-up

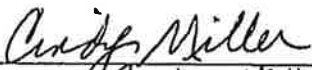
FirstLink and City of Fargo agree to review this Memorandum annually and modify this Memorandum as deemed necessary.

D. Modifications

Modifications to this Memorandum shall be made only in writing, executed by all parties to this Memorandum.


Dated this 15 day of July, 2019.

FirstLink, a North Dakota nonprofit corporation

By: 
Name: Cindy Miller
Title: Executive Director

Dated this 29th day of July, 2019.

City of Fargo, a North Dakota municipal corporation


Timothy J. Mahoney, M.D., Mayor


ATTEST:


Steve Sprague, City Auditor



16

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

TO: BOARD OF COMMISSIONERS
FROM: TERRI GAYHART, DIRECTOR OF FINANCE 
RE: RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF ALLONGE AND AMENDMENT TO LOAN AGREEMENT
DATE: AUGUST 8, 2022

The North Dakota Public Finance Authority State Revolving Loan Fund Program recently contacted Troy Hall, the Director of the Water Treatment Plant, and offered to reduce the interest rate to 2% from 2.82% for the City's previously issued \$29,240,000 Sales Tax Revenue Bonds Series 2008B with a current outstanding principal balance of \$4,900,000.

The savings from this interest rate reduction will save the City just over \$300,000.

Recommendation: Approve the resolution authorizing the issuance of allonge and amendment to the loan agreement.

**RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF
ALLONGE AND AMENDMENT TO LOAN AGREEMENT**

BE IT RESOLVED by the governing body of the City of Fargo, North Dakota (the “Issuer”), as follows:

Section 1. Recitals of Fact. The Issuer makes the following recitals of fact:

A. The North Dakota Public Finance Authority (the “Authority”) State Revolving Loan Fund Program (the “SRF Program”) provides below-market interest rate loans to political subdivisions for the purpose of financing authorized projects, establishing reserve funds, and for other purposes allowed under the state and federal Clean Water and Safe Drinking Water Acts.

B. The Issuer previously issued its \$29,240,000 Sales Tax Revenue Bonds, Series 2008B, with an original issue date of September 29, 2008 (the “Municipal Securities”), which was purchased by the Authority to evidence the Authority’s loan to the Issuer pursuant to the SRF Program (the “Loan”). The outstanding principal balance of the Municipal Securities is \$4,900,000.

C. The Authority and Issuer entered into a Loan Agreement dated September 29, 2008, which sets forth the terms of the Loan (the “Loan Agreement”).

D. At the time of issuance of the Municipal Securities, the interest rate for the Municipal Securities was set in accordance with SRF program procedures at a rate calculated at 75% of market rate for loans over \$5,000,000; the Authority now offers SRF Program loans to political subdivisions at a uniform interest rate of 1.50%, regardless of the principal amount of the loan.

F. The Authority has offered to reduce the interest rate on the Municipal Obligation to a rate of 2.00% (plus an administrative fee as set out in the Loan Agreement).

G. In order for the Issuer to benefit from the reduced interest rate for the Municipal Securities, it will be necessary to amend the Loan Agreement and the Municipal Securities.

H. The Authority has agreed to modify the terms of the Municipal Securities pursuant to an Allonge in substantially the form attached hereto as Exhibit A (the “Allonge”).

Section 2. Findings. The Issuer finds, determines and declares that:

A. No Event of Default under the Loan Agreement and no event which with the giving of notice or the passage of time, or both, would constitute an Event of Default under the Loan Agreement, has occurred or is continuing as of the date hereof; and

B. It is in the best interest of the Issuer to accept the new terms of the Loan and Municipal Securities by entering into the Allonge.

Section 3. Authorization and Approvals.

A. The Issuer approves the terms of the Allonge in substantially the form attached hereto as Exhibit A, subject to modifications as approved by counsel to Issuer, the Mayor and the City Auditor (the "Authorized Officers").

B. The Authorized Officers are authorized and directed to execute, attest to and deliver the Allonge.

C. All actions of the Authorized Officers taken with regard to the Allonge are ratified and approved.

D. The Issuer agrees that the Loan Agreement shall be amended and modified to the extent provided for in the Allonge and no further documentation shall be necessary to evidence such modifications to the Loan Agreement.

Section 4. Delivery. Delivery of the Allonge shall be made at a place mutually satisfactory to the Issuer and the Authority. The Allonge, when prepared in accordance with this Resolution and executed by the Issuer, shall be delivered by or under the direction of the City Auditor in exchange for execution of the Allonge by the Authority. The Issuer further approves execution and delivery by the Authorized Officers of such certificates as may be required by the Authority in connection with the refinance of the Loan.

Section 5. Effect of Resolution. Except as amended or modified by the Allonge, all terms and conditions of the Municipal Securities and Loan Agreement remain in full force and effect.

City of _____

By: _____
Mayor

Attest:

City Auditor

EXHIBIT A

ALLONGE

to

City of Fargo, North Dakota

\$4,900,000 Sales Tax Revenue Bonds, Series 2008B

This ALLONGE (hereinafter referred to as this “Allonge”) is made as of [_____], 2022, by and between the governing body of the City of Fargo, North Dakota, a political subdivision as defined in N.D.C.C. 6-09.4 (the “Issuer”) and the North Dakota Public Finance Authority (“Authority”).

BACKGROUND RECITALS

- A. The Issuer previously issued its \$29,240,000 Sales Tax Revenue Bonds, Series 2008B, with an original issue date of September 29, 2008 (the “Municipal Securities”).
- B. The outstanding principal balance of the Municipal Securities is \$4,900,000.
- C. The Authority has offered to reduce the interest rate payable on the Municipal Securities and the Issuer wishes to accept such offer.
- D. The Authority and the Issuer wish by execution of this Allonge to reduce their agreement to writing.

AGREEMENT

NOW, THEREFORE, and in consideration of the above, the parties agree as follows:

- 1. Incorporation of Recitals. The recitals stated above are a part hereof and are incorporated herein.
- 2. Amendment to Municipal Securities. Effective as of the date first above written, the following changes apply to the Municipal Securities:
 - (A) *Interest Rates.* The interest rate payable on the Municipal Securities shall be 2.00% (plus an administrative fee as set out in the Loan Agreement).
 - (B) *Limitation on Amendments to Municipal Securities.* The Municipal Securities are deemed amended to the extent necessary to reflect the change set forth above. No other amendments are made to the Municipal Securities.
- 3. No Additional Security or Credit. The parties expressly agree and acknowledge that execution of this Allonge does not constitute an agreement by the Issuer to grant additional security to the Authority, nor an agreement by Authority to loan any

amount in excess of that amount loaned pursuant to the Municipal Securities; nor shall it obligate the Issuer to at any future time grant additional security to Authority, or obligate Authority to at any future time loan any amount to the Issuer in excess of that amount loaned pursuant to the Municipal Securities.

4. Legal and Binding Obligations. The parties further acknowledge that by this Allonge neither the Issuer nor Authority is, by acceptance of this Allonge, waiving any rights under the Municipal Securities.

5. Amendment of Loan Agreement. The parties agree that the Loan Agreement dated September 29, 2008 between the Issuer and the Authority executed in connection with the Municipal Securities is amended to the extent necessary to reflect the terms of this Allonge. All other provisions of the Loan Agreement are ratified and affirmed by the Issuer and the Authority, including payment of the Administrative Fee (as defined in the Loan Agreement).

6. Authority and Capacity. The individuals executing this Allonge on behalf of the Issuer have full and complete corporate authority and capacity to bind the Issuer to this Allonge.

7. Effect of Allonge. Except as amended or modified by this Allonge, all terms and conditions of the Municipal Securities and the Loan Agreement remain in full force and effect.

8. Execution Counterparts. This Allonge may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

9. Miscellaneous. The Municipal Securities and the Loan Agreement as amended by this Allonge represent the entire agreement between Authority and the Issuer with respect to the Municipal Securities. There are no other agreements or understandings, express or implied, except as set forth therein. This Allonge is governed by the laws of the State of North Dakota. This Allonge may only be amended with the written consent of the parties.

IN WITNESS WHEREOF, the parties hereto each duly executed this Allonge as of the day and year first above written.

NORTH DAKOTA PUBLIC FINANCE
AUTHORITY

By _____
Its Executive Director

City of Fargo

By: _____
Mayor


Attest:

City Auditor



17

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

TO: BOARD OF CITY COMMISSIONERS
FROM: TERRI GAYHART, DIRECTOR OF FINANCE 
RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL
DATE: August 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 \$3,555,737.95.

**FINANCE OFFICE**

PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

www.FargoND.gov

August 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 #127 pursuant to the terms and conditions of House Bill 1020 for costs incurred from June 1, 2022 - June 30, 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 \$3,555,737.95

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$ 354,500,000.00	\$ 347,627,633.61	\$ 7,111,475.90	50%	\$ 3,555,737.95	\$ 3,316,628.44

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
V01704	Right of Entry Requests
V03804	Pay App #4 – WP50E – Property Structure Mitigation
V03805	Pay App #1 – WP50F – Property Structure Mitigation
V04805	Utility Relocation

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

Expense Type	Amount
Engineering Services	837,559.85
Construction Management	1,483,448.62
Legal Services	427,522.85
Appraisal Services	45,100.00
Consulting Services	108,574.66
Property Holding Costs	1,627.21
Quality Testing	39,511.03
Trustee Fees	16,480.00
Other Services	6,350.00
Total Eligible Expense	2,966,174.22

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
 June 2022


7907930-429 71-31	71-31	6/16/2022	CIN-1318X	32067	12734	CASS COUNTY JOINT WATER RESOURCE DI	16,210.00	VO1701	ND LAND PURCH-OUT OF TOWN
7907930-429 71-31	71-31	6/16/2022	CIN-8526	32067	12734	CASS COUNTY JOINT WATER RESOURCE DI	1,120.00	VO1701	ND LAND PURCH-OUT OF TOWN
7907930-429 71-31	71-31	6/30/2022	CIN-5048	32038	12734	CASS COUNTY JOINT WATER RESOURCE DI	269,610.00	VO1701	ND LAND PURCH-OUT OF TOWN
7907930-429 71-31	71-31	6/30/2022	CIN-540X	32038	12734	CASS COUNTY JOINT WATER RESOURCE DI	-1,870.00	VO1701	ND LAND PURCH-OUT OF TOWN
7907930-429 71-31	71-31	6/30/2022	CIN-8551.1887.20	32038	12734	CASS COUNTY JOINT WATER RESOURCE DI	374,865.00	VO1701	ND LAND PURCH-OUT OF TOWN
						Total Easements	668,675.00		
7907930-429 73-20	73-20	6/6/2022	PAY #1-DIVERSIO	32012	24007	SCHMIDT AND SONS CONSTRUCTION INC	36,200.00	VO3805	WPSOF-STRUCTURE MITIGATIO
7907930-429 73-20	73-20	6/23/2022	PAY #4	32029	24007	SCHMIDT AND SONS CONSTRUCTION INC	18,300.00	VO3804	WPSOE-STRUCTURE REMOVALS
						Total Site Improvements	55,500.00		
7907950-429 73-70	73-70	6/23/2022	A500389-	320207	23951	CENTURYLINK	17,363.00	VO4805	215 PAIR COPPER LINE
						Total Utilities	17,363.00		
						Total Eligible Expense for the Period	7,111,475.50		
							3,555,737.95		



18

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 8, 2022

**RE: PURCHASE OF SERVICE AGREEMENT WITH CASS COUNTY
HUMAN SERVICE ZONE BOARD FOR IN HOME SERVICES
PROVIDED BY FCPH**

The following purchase of service agreement is with Cass County Service Zone Board for Fargo Cass Public Health to provide in home services (\$6.71 a unit for homemaker services and \$7.46 a unit for personal care services) to residents that qualify for the services.

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

Suggested Motion: Move to approve purchase of service agreement with Cass County Service Zone Board with FCPH.


DF/lis
Enclosure



19

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 18, 2022

**RE: NOTICE OF GRANT AWARD COMMUNITY GRANT PROGRAM
FOR AN ADDITIONAL \$22,000, G21.436A, CFDA 93.991**

The attached Notice of Grant Award is for the Community Grant Program for Preventative Health and Health Services. This amendment provides an additional \$22,000 of funding to implement strategies related to the Fargo Community Health Coalition that addresses social determinants of health.

BUDGET ADJUSTMENTS

REVENUE		
Comm Grant Program	101-0000-331-12-45	\$22,000
EXPENSE		
Contract Services	101-6035-451-38-11	\$22,000

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

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

DF/lls
Enclosure



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

Grant Number G21.436A	CFDA Name Preventive Health and Health Services Block Grant	CFDA Number 93.991
FAIN Number NB01OT009270	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2021
Federal Award Date 8/19/2021	Grant End Date 9/30/2022	
Federal Awarding Agency Centers for Disease Control and Prevention		

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

Title of Project/Program Community Grant Program	North Dakota Department of Health (NDDoH) Project Code 4531 HLH 5141-31
Grantee Name Fargo Cass Public Health	Project Director Brianna Monahan
Address 1240 25 th Street South	Address 600 E. Boulevard Ave., Dept. 301
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Larry Anenson	Contact Name Brianna Monahan
Telephone Number 701-241-8575	Telephone Number 701-328-2698
Email Address lanenson@fargond.gov	Email Address bmonahan@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$22,000	\$0	\$22,000
Previous Funds Awarded	\$10,000	\$0	\$10,000
Total Funds Awarded	\$32,000	\$0	\$32,000
Indirect Rate (Check One)	<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
 This amendment provides additional funding of \$22,000 to implement strategies related to the Fargo Community Health Coalition that addresses social determinants of health. All other scope of service requirements of the original agreement remain the same.

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

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

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

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 08/18/2022	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Director, Division of Community and Health Systems	
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.



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

Grant Number G21.605A	CFDA Name Maternal and Child Health Block Grant to the States	CFDA Number 93.994
FAIN Number B0440153	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 2/1/2022
Federal Award Date 10/29/2020	Grant End Date 9/30/2022	
Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program Childhood Obesity Prevention	North Dakota Department of Health (NDDoH) Project Code 4551 HLH 5131 05
Grantee Name Fargo Cass Public Health	Project Director Mikaela Schlosser
Address 1240 25th Street South	Address 600 East Boulevard Ave., Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Larry Anenson	Contact Name Mikaela Schlosser
Telephone Number 701-241-8575	Telephone Number 701-328-4529
Email Address LAnenson@FargoND.gov	Email Address mischlosser@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$14,500	\$0	\$14,500
Previous Funds Awarded	\$15,000	\$11,250	\$26,250
Total Funds Awarded	\$29,500	\$11,250	\$40,750
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
This amendment provides additional funding of \$14,500 for the continued support of the scope of service requirements as noted in the original agreement.

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

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

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the 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
08/18/2022	<i>Desi Fleming</i>		
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Director, Division of Family Health and Wellness	
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.



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.

20

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 17, 2022

RE: NOTICE OF GRANT AWARD AMENDMENT FROM NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR CHILDHOOD OBESITY PREVENTION FOR AN ADDITIONAL \$14,500. GRANT NUMBER G21.605A CFDA 93.994

The following Notice of Grant Award Amendment for an additional \$14,500 from the North Dakota Department of Health and Human Services is for the grantee to carry out the childhood obesity prevention program in accordance with the work plan that was approved.

No budget adjustment

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

Suggested Motion: Move to approve the award from North Dakota Department of Health and Human Services

DF/lls
Enclosure



(21)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 18, 2022

**RE0: AGREEMENT FOR SERVICES WITH NEW LIFE CENTER
FOR MAXIMUM**

The attached Contract Agreement with New Life Center is 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 New Life Center.

DF/lls
Enclosure



CONTRACT AGREEMENT FOR SERVICES

Fargo Cass



Public Health
Prevent. Promote. Protect.

THIS AGREEMENT, effective the 1st day of September 2022, by and between Fargo Cass Public Health (FCPH); and New Life Center (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, provide the tools and resources for clients to quit smoking, maintain tobacco cessation, and move towards a health management of their cravings.
- C. **Reimbursement:** The contracting consultant shall be reimbursed up to \$12,383. This includes staff time of \$2,500 for Tobacco Treatment Specialist Training, \$520 for Smoke-Free Future supplies, \$1,100 for Urine Analysis Test Kits, \$1,040 for one Micro+ Basic Smokerlyzer Package, \$2,975 for an access control cabinet, \$3,904 for a treadmill, \$344 for a Spikeball and chess sets.
- 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, quarterly, and 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 8/18/2022

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

Date _____

New Life Center

Amy Gedrose
By Amy Gedrose (Aug 18, 2022 08:10 CDT)
Name: Amy Gedrose
Title: Executive Assistant

Date 08/18/2022

OFFICE USE:
Contract Originator: Preston Nesemeier
Division: Health Protection and Promotion
Sub Category: Tobacco

OFFICE USE:
Contract Originator: Preston Nesemeier
Division: Health Protection and Promotion
Sub Category:







New Life Center

Final Audit Report

2022-08-18

Created:	2022-08-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAViulnl3QAXRhdpzePhL2zAR1PQcYKcFp

"New Life Center" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2022-08-17 - 10:10:15 PM GMT
-  Document emailed to amy.gedrose@fargonlc.org for signature
2022-08-17 - 10:10:25 PM GMT
-  Email viewed by amy.gedrose@fargonlc.org
2022-08-18 - 0:24:27 AM GMT
-  Signer amy.gedrose@fargonlc.org entered name at signing as Amy Gedrose
2022-08-18 - 1:10:57 PM GMT
-  Document e-signed by Amy Gedrose (amy.gedrose@fargonlc.org)
Signature Date: 2022-08-18 - 1:10:59 PM GMT - Time Source: server
-  Agreement completed.
2022-08-18 - 1:10:59 PM GMT



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.

22

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: GRANT LARSON *GL*
DIRECTOR OF ENVIRONMENTAL HEALTH
DATE: AUGUST 18, 2022
RE: ADDENDUM TO COF RFP22049

The Environmental Health Division, Fargo Cass Public Health, request an addendum to the mowing contract ENV24, associated with tall grass and weeds, which was approved by the COF Commission in April of 2022.

We request the addition of a **\$75 fee** to cover the deployment costs of our mowing contractor who may arrive at a property, after being notified by the Environmental Health Division, which has already been mowed by the property owner.

If you have any questions please contact me directly at 701.241.1388.

Suggested Motion: Move to approve the amendment consisting of a \$75 deployment fee associated with RFP22049 and the abatement of tall grass and weeds.

GL
Enclosure

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Human Service Zone (CCHSZ) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph entitled "Scope of Service" should be purchased: and

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

(Provider), proposes to provide those services.

NOW, THEREFORE, the CCHSZ and Provider enter into the following:

AGREEMENT

I. TERM OF THE AGREEMENT:

The term of this agreement shall be from January 1, 2022 through December 31, 2022.

II. SCOPE OF SERVICE:

The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCHSZ. The Provider agrees that the specific services to be provided Recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services, the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCHSZ will inform the Provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCHSZ for the specific services to be provided Recipients, the number of units of service to be provided Recipients, and the compensation for Recipients as set forth in paragraph III herein.

III. COMPENSATION:

- A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.
- B. The Provider understands and agrees that:
 - 1. Travel time will not be billed nor paid.
 - 2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCHSZ makes no guarantee of the number of hours that will be referred for service.
 - 3. No release time or cancel time will be billed.
 - 4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.

5. The Provider shall submit a complete billing for a service period to the CCHSZ within five (5) working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
 6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCHSZ determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
 7. No supplemental billings will be accepted by the CCHSZ without prior notification to CCHSZ of the need and justification for such a billing and authorization by the CCHSZ to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
 8. CCHSZ will make payments within statutory requirements.
- C. The Provider understands and agrees that Recipients will be screened by the Cass County Human Service Zone to determine eligibility. Both parties understand that units of service expended will be at the unit rate of \$6.71/unit for homemaker services and \$7.46/unit for personal care for the period of January 1, 2022 through December 31, 2022.
- D. The CCHSZ agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the CCHSZ. The billing must include the Recipient's name, units of service per Recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:
- "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."
- E. The Provider agrees to accept the rate of payment as payment in full and shall not make demands on individual Recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCHSZ. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and

incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCHSZ may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCHSZ, under any of the following conditions:

- A. If CCHSZ funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If the Qualified Service Provider (QSP) rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CCHSZ by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

- A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or
- B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCHSZ, fails to correct such failures within 10 days or such longer period as the CCHSZ may authorize. The rights and remedies of the CCHSZ provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCHSZ, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, the Cass County States Attorney's Office and others at its direction, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as reasonably determined by the CCHSZ, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the Recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCHSZ's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

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

XIV. CAPTIONS:

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

XV. EXECUTION AND COUNTERPARTS:

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

XVI. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XVII. NOTICES:

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XVIII. SUCCESSORS IN INTEREST:

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

XIX. INSURANCE AND LEGAL DEFENSE:

It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the CCHSZ's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against is resolved by one party but continues

against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the CCHSZ's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The CCHSZ shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of \$250,000 per person and at least \$500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to Cass County and the CCHSZ, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against Cass County and the CCHSZ, its officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if Cass County and the CCHSZ refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing Cass County and the CCHSZ, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

XX. SEVERABILITY:

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

XXI. WAIVER:

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

XXII. MERGER CLAUSE:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in 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.

Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:

This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workmen's compensation; except as a self-employed individual. Provider is an independent contractor.

XXIV. INDEMNITY:

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

The Provider shall save and hold harmless Cass County and the CCHSZ, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement.

XXV. INTEGRATION AND MODIFICATION:

This contract constitutes the entire agreement between the Provider and the CCHSZ. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties, and attached hereto.

Addendum A

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the county or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.
- I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

- Standard I. There shall be legal authorization to operate the agency.
- Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.
- Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.
- Standard IV. There shall be responsible fiscal management.

STAFFING:

- Standard V. There shall be responsible personnel management, including:
 - A. Appropriate processes used in the recruitment, selection, retention, and termination of homemakers:
 - B. Written personnel policies, job descriptions, and a wage scale established for each job category.
- Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

- Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.
- Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:
 - A. Service of a supervised homemaker-personal care aide;
 - B. Service of professional persons responsible for case management functions.

COMMUNITY:

- Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.
- Standard X. There shall be ongoing interpretation of the service to the community.
- Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

- J. The provider assures that the homemaker has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

Fargo Cass Public Health
 Provider
 By Desi Fleming Date 08/08/22

Director of Public Health
 Title

456002069
 Provider's Federal ID Number

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

Cass County Human Service Zone Board
 By Paul B. Date 1.24.22

Cass County Human Service Zone Director
 Title

Addendum B

DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	\$6.71/15 min.	7 units/visit 26 visits/year	\$26.84/hr of direct client time

DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
The intermittent or occasional provision of personal support care tasks/activities that enables an individual to maintain as much independent and self-reliance as possible to continue living in their home.	\$7.46/15 min.	\$30,000/year	\$29.84/hr of direct client time



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

Grant Number G21.436A	CFDA Name Preventive Health and Health Services Block Grant		CFDA Number 93.991
FAIN Number NB01OT009270	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2021	Grant End Date 9/30/2022
Federal Award Date 8/19/2021	Federal Awarding Agency Centers for Disease Control and Prevention		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Community Grant Program	North Dakota Department of Health (NDDoH) Project Code 4531 HLH 5141-31		
Grantee Name Fargo Cass Public Health	Project Director Brianna Monahan		
Address 1240 25 th Street South	Address 600 E. Boulevard Ave., Dept. 301		
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0200		
Contact Name Larry Anenson	Contact Name Brianna Monahan		
Telephone Number 701-241-8575	Telephone Number 701-328-2698		
Email Address lanenson@fargond.gov	Email Address bmonahan@nd.gov		
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$22,000	\$0	\$22,000
Previous Funds Awarded	\$10,000	\$0	\$10,000
Total Funds Awarded	\$32,000	\$0	\$32,000
Indirect Rate (Check One)	<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 This amendment provides additional funding of \$22,000 to implement strategies related to the Fargo Community Health Coalition that addresses social determinants of health. All other scope of service requirements of the original agreement remain the same.			
Reporting Requirements All reporting requirements of the original agreement remain the same.			
Special Conditions All special conditions of the original agreement remain the same.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Accounting Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 08/18/2022	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Director, Division of Community and Health Systems	
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.			



Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com



Public Health
Prevent. Promote. Protect.

APPROVED BY THE BOARD
OF CITY COMMISSIONERS Fargo Cass Public Health

5/2/22



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: GRANT LARSON *GL*
DIRECTOR OF ENVIRONMENTAL HEALTH
FARGO CASS PUBLIC HEALTH
DATE: APRIL 28, 2022
RE: MOWING COF RFP22049

The Environmental Health Division of Fargo Cass Public Health request approval to award Valley Green Associates as the contractor to provide mowing services associated with the City of Fargo RFP22049.

If you have any questions please contact me directly at 701.241.1388.

Suggested Motion: Move to receive and approve Valley Green Associates as the mowing contractor for COF RFP22049.

GL
Enclosure



Fargo Cass Public Health is issuing a Request for Proposal (RFP) for contractor assistance in performing mowing of tall grass and weeds in association with City Ordinance Code Enforcement

Contractor will deliver one (1) original proposal to the following Address:

**City of Fargo Auditors Office
RFP Mowing of Tall Grass & Weeds
Code Enforcement
225 4th Street N
Fargo, ND 58102**

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

Proposal Due Date and Time

April 8, 2022, 2:00 p.m.

Proposals received after the above cited date and time will not be considered.

- Please make sure the envelope or package is marked:
"MOWING OF TALL GRASS AND WEEDS RFP"
Code Enforcement
- Please direct questions regarding this RFP to Grant Larson at (701) 241-1388.

Thank you for your interest.

I. PURPOSE OF PROPOSAL

The City of Fargo is seeking contractors to work with Fargo Cass Public Health to mow properties with tall grass and/or weeds that have been inspected by Environmental Health Department and found to be in violation of City Ordinance 11-0805 "Control of noxious or other weeds and tall grass".

II. PROPOSAL TERMS:

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be because it is deemed the most advantageous regarding price, quality of service, contractors' qualifications, and capabilities to provide the specified service. The city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is selected.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful proposer to accept the obligations of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of this RFP an addenda will be provided. If RFP revisions are made, the deadline for submission of proposals may be adjusted. To be eligible for consideration, the original and amended proposal must be delivered to the City of Fargo Auditors Office on or before the date and time specified.

The fees listed in the bidder's proposal will not be subject to any price increase from the time the proposal is submitted through the end date of the contract.

III. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- B. At least two (2) current references of former agreements covering similar services listed in the proposal. Include company name, contact name, and phone number.
- C. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposal shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed by the person signing the proposal.

IV. SCOPE OF SERVICES

This RFP is for mowing of tall weeds and/or grass on properties that have been found to be non-compliant with City Ordinance 11-0805 "Control of noxious or other weeds and grass". The term of this contract shall run from May 1, 2022 through November 15, 2024. The contractor will be required to perform the mowing of tall grass and/or weeds as set forth in this section.

A. Mowing Services

1. Light Duty Mowing – Mowing that can be accomplished with the use of a walk behind lawnmower, push lawnmower, or a riding lawnmower as well as a string/plastic blade weed trimmer.
2. Heavy Duty Mowing – Mowing that must be accomplished with the use of a tractor mounted rotary mower and a saw blade weed trimmer.
3. Trimming – Trimming of vegetation around objects located on designated properties in order to eliminate tall grass and/or weeds that is not accessible by a lawnmower.
4. Work Order – Contractors will follow specific instructions on the work order which will detail what needs to be mowed or addressed on a specific property. Please note, no grass and/or weeds shall be left on any public sidewalk or blown onto city streets.
5. Timeframe - Contractors will be required to complete the mowing of the tall grass and/or weeds within **48 hours** following notification from Environmental Health Department staff, weather permitting.
6. Photographs - Contractors will be required to submit electronic photographs **before and after** conducting the work completed in accordance with a work order. Photographs should include clear views of the tall grass and/or weeds on the property as well as the house number on the residence. Photographs will be submitted with contractor's bill to the city and will be used to verify the scope of services performed. If the appropriate photographs are not submitted, the city has the right to **refuse payments** for services associated with said property.
7. Obstructions - Contractors will not be responsible for mowing areas on the property that are obstructed and unable to be mowed. Contractors will, however, make a reasonable effort to mow/weed whip between and around such obstructions.
8. Safety - All mowing services will be conducted in a safe manner, with care given to the safety of the general public.

B. Equipment Requirements

Contractors will provide the necessary equipment to accomplish the details for each work order. Equipment must be of sufficient type, capacity, and quantity to safely and efficiently perform the mowing services as specified.

C. Hours/Conditions of operation

All mowing operations shall be legally performed between the time of sunrise and sunset and shall not be performed if tall grass and/or weeds are too wet to cut evenly.

D. Property Damage

Contractors will notify, in writing, the Director of Environmental Health of any property damage that occurs as a result of mowing or trimming services. Notification will occur within 48 hours of the contractor becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of mowing or trimming services. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Environmental Health Department, any damaged property in a timely manner.

V. STANDARD PROVISIONS FOR CONTRACTS

A. Reporting of Contractor

The contractor will work closely with the Environmental Health Division in order to insure timely and satisfactory work progress.

All reports, estimates, memoranda, and documents submitted by the contractor must be dated and bear the contractor's name. All reports made in connection with these services are subject to review and final approval by the city.

The city reserves the right to inspect the contractor's activities at any time during the term of this contract.

B. Personnel

The contractor will provide the required services personally and **will not** subcontract or assign services without the city's written approval.

The contractor will not hire any city employee for any of the required services without the city's written approval.

C. Indemnification Agreement

The contractor will protect, defend and indemnify the city, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the city in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor.

D. Insurance Requirements

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

E. Compliance with Laws and Regulations

The contractor will comply with all federal, state, and local laws and regulations.

F. Interest of Contractor

The contractor promises that it has no interest which would conflict with the performance of services required by the contract. The contractor also promises that, in the performance of this contract, no officer, agency, employee of the city, or member of its governing bodies, may participate in any decision relating to this contract which effects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

G. Contingent Fees

The contractor promises that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the city may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the contractor.

H. Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

I. Ownership of Documents and Publications

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the contractor. During the performance of the service, the contractor will be responsible for any loss of or damage to the documents which are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the contractor must reference the project sponsorship by the city.

J. Assigns & Successors

This contract is binding on the city and the contractor, their successors and assigns. Neither the city nor the contractor will assign or transfer its interest in this contract without the written consent of the other.

K. Termination of Contract

Termination without cause. Either party may terminate the contract by giving ten (10) days written notice to the other party.

L. Payroll Taxes

The contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the city against such liability.

M. Practice and Ethics

The parties will conform to the code of ethics of their respective national professional associations.

N. Changes in Scope or Schedule of Services

Changes due to the sale or the purchase of properties will be incorporated into this contract by written amendment.

O. Extent of Contract

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements whether written or oral.

VI. TERMS AND CONDITIONS

A. Award

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractors' qualifications and capabilities to provide the specified service.

The city does not intend to award a contract fully on the basis of response made to the proposal; the city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed best to meet the city's specification and needs.

B. Term of Contract

The initial term of this contract shall be for two (2) years commencing on May 1, 2022 and expiring November 15, 2024. The term of this agreement may be extended for a one-year period for a maximum of two (2) additional years, if approved and accepted, in writing, by both the contractor and the city prior to October 31st of the final contract year.

Contractor performance, quality of service, price, and reliability are some of the criteria that will be used as a basis for the city to exercise an additional year. The awarded contractor or city may submit a written notification requesting to exercise the extension by no later than April 15th of the appropriate year.

The initial agreement places no obligation on the city to renew beyond the initial term of the contract.

C. Evaluation Criteria

The proposal submitted and received by the city will be evaluated and ranked according to the following criteria:

1. Previous Work Experience – 25%
2. Work performance (references will be checked by the city) – 25%
3. Price – 50%

RFP 22049

4/8

City of Fargo

Fargo Cass Public Health is issuing a Request for Proposal (RFP) for contractor assistance in performing mowing of tall grass and weeds in association with City Ordinance Code Enforcement

Contractor will deliver one (1) original proposal to the following Address:

**City of Fargo Auditors Office
RFP Mowing of Tall Grass & Weeds
Code Enforcement
225 4th Street N
Fargo, ND 58102**

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

Proposal Due Date and Time

April 8, 2022, 2:00 p.m.

Proposals received after the above cited date and time will not be considered.

Please make sure the envelope or package is marked:

**"MOWING OF TALL GRASS AND WEEDS RFP"
Code Enforcement**

Please direct questions regarding this RFP to Grant Larson at (701) 241-1388.

City Auditor's Office
(March 16 & 23, 2022)

Evaluation Criteria

- 1) Previous Work Experience – please provide a narrative of any relevant work experience.

See cover Letter

- 2) Work performance - Please provide at least two (2) work related references.

See cover Letter

- 3) Bid Sheet – Please provide your hourly costs below.

Hourly Service	Fee Per Hour
Light Duty Mowing	\$ 75
Heavy Duty Mowing	\$ 95
Trimming	\$ 75

All work orders associated with mowing and/or trimming will provide details for each specific property involved in the bidding process and will need to be bid accordingly.

SIGNATURE SHEET

[Signature]
Signature

Valley Green
Company Name

Nicole Seaberg
Print Name

4117 32nd Ave S.
Company Address

Office Manager
Title

Maplehead, MN 56560
City, State Zip Code

701 729 5419
Telephone Number

N/A
Fax Number

47-2280970
Federal Tax ID Number

www.valleygreenassociates.com
URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 60 days.

Cover Letter



Contractor qualifications & experience: Valley Green & Associates is able to provide all your lawn maintenance needs. We mow both residential and commercial locations along with a variety of other lawn contracts. We currently work with the City of Moorhead on their lawn abatement contract for the fifth straight season and the City of West Fargo for the third season. We perform similar snow removal abatement work along with regular lawn mowing services for the City of Fargo and have developed a positive working relationship with the City's Director of Operations. This will be the sixth year Valley Green has mowed for the City of Fargo.

Company information:

- Name: Abrahamson Services, LLC DBA Valley Green
- Address: 4117 32nd Ave S Moorhead, MN 56560
- Telephone number: Office – Nicole – 701.729.5419 Owner – Josh – 218.790.7871
- Fax: N/A
- Email: nicole@valleygreenassociates.com, josh@valleygreenassociates.com
- Year established: 2008
- Insurance information: Please see attached
- North Dakota contractor number: 58057 Class D

References:

- Ben Dow: City of Fargo Director of Operations – 701.241.1310
- Anita Burnside: City of Fargo Public Works (Abatement Snow) – 701.241.8279
- Kristie Leshovsky: City of Moorhead Community Development Director (Abatement Mow) – 218.299.5332



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dickelman Insurance Agency Inc 1615 Main Ave SE Moorhead, MN 56560	CONTACT NAME: John Dickelman PHONE (A/C, No, Ext): 218-284-7778 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: SECURA</td> <td>22543</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SECURA	22543	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED Abrahamson Services LLC DBA Valley Green & Associates 4117 32nd Ave S Moorhead, MN 56560															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			3313696	10/21/2021	10/21/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			3313697	10/21/2021	10/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3313698	10/21/2021	10/21/2022	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Asset List for Valley Green

A	B	C	D	E	F
Category	Year	Make	Model	EQUIP NAME	Serial #
MOWERS					
3	MOWER ATTACHMENTS	2019		MOWER - 12 FT PULL BEHIND	1XFFM30XVK0000391
4	MOWERS	2016	JOHN DEERE	Z925M	1TC925MECJ060070
5	MOWERS	2018	JOHN DEERE	652R	1TC652RKJ1T060715
6	MOWERS	2018	JOHN DEERE	652R	1TC652RKJ1T060270
7	MOWERS	2018	JOHN DEERE	652R	1TC652RKP1T060386
8	MOWERS	2018	JOHN DEERE	Z955M	1TC955MD1JY060154
9	MOWERS	2019	JOHN DEERE	636M	1TC636MGK1T060681
10	MOWERS	2019	JOHN DEERE	WAM 1600, 4 POST MOWER	1TC1600TKKG600039
11	MOWERS	2019	JOHN DEERE	Z930M	1TC930MFKKT070338
12	MOWERS	2020	JOHN DEERE	Z930M	1TC930MCKL1T082805
13	MOWERS	2020	JOHN DEERE	Z930M	1TC930MGHL1T080371
14	MOWERS	2020	JOHN DEERE	Z930M	1TC930MFLV1T080146
15	MOWERS	2020	JOHN DEERE	Z930R ZTrak	1TC930RFVLT090040
16	MOWERS	2020	JOHN DEERE	Z930M Ztrak	1TC930MHHMT090232
17	MOWERS	2021	HONDA	HRX21K6HYA	MAMA1259988
18	MOWERS	2021	HONDA	HRX21K6HYA	MAMA1312015
19	MOWERS	2021	HONDA	HRX21K6VKA	MAMA1304146
20	MOWERS		EXMARK		313618172
21	MOWERS		EXMARK		315632568
22	MOWERS		HONDA	HRX217	MAMA-1012373
23	TRACTORS/CABS/MOWER	2007	JOHN DEERE	3720	LV3720H380886
24	TRACTORS/CABS/MOWER	2007	JOHN DEERE	3720	LV3720H381129
25	TRACTORS/CABS/MOWER	2010	JOHN DEERE & COZY CAB	X729	MOX729A040520
26	TRACTORS/CABS/MOWER	2011	JOHN DEERE & COZY CAB	X749	1MOX749AABM060229
27	TRACTORS/CABS/MOWER	2011	JOHN DEERE & COZY CAB	X749	1MOX748AKBM060368

Asset List for Valley Green

A	B	C	D	E	F
28 TRACTORS/CABS/MOWER	2011	JOHN DEERE & COZY CAB	X729	TRACTOR	1MOX729ALAM060025
29 TRACTORS/CABS/MOWER	2012	JOHN DEERE	X729	TRACTOR	1MOX729AACM070605
30 TRACTORS/CABS/MOWER	2012	JOHN DEERE	X729	TRACTOR	1MOX729AFCM070608
31 TRACTORS/CABS/MOWER	2012	JOHN DEERE	X728	TRACTOR	1MOX728AKBM061638
32 TRACTORS/CABS/MOWER	2012	JOHN DEERE & COZY CAB	X729	TRACTOR	1MOX729AABM060185
33 TRACTORS/CABS/MOWER	2013	JOHN DEERE	3720	TRACTOR	1LV3720HLDH940722
34 TRACTORS/CABS/MOWER	2014	JOHN DEERE	X739	TRACTOR	1MOX739ALDMO11272
35 TRACTORS/CABS/MOWER	2014	JOHN DEERE	X739	TRACTOR	1MOX739ACEM020026
36 TRACTORS/CABS/MOWER	2014	VENTRAC	4500P	TRACTOR	4500P-AJ01668
37 TRACTORS/CABS/MOWER	2014	VENTRAC	4500Y	TRACTOR	4500Y-AJ02091
38 TRACTORS/CABS/MOWER	2014	VENTRAC	4500Y	TRACTOR	4500Y-AJ03734
39 TRACTORS/CABS/MOWER	2015	VENTRAC	3400Y	TRACTOR	3400Y-AK01836
40 TRACTORS/CABS/MOWER	2017	JOHN DEERE	1585	TRACTOR	1TC1585UCHSO40009
41 TRACTORS/CABS/MOWER	2017	JOHN DEERE	3039R	TRACTOR	1LV3039REHH401886
42 TRACTORS/CABS/MOWER	2018	JOHN DEERE	4066R	TRACTOR	1LV4066RJ1403914
43 TRACTORS/CABS/MOWER	2018	JOHN DEERE	X739	TRACTOR	1MOX739APHM060114
44 TRACTORS/CABS/MOWER	2019	JOHN DEERE	4066R	TRACTOR	1LV4066RLKK406099
45 TRACTORS/CABS/MOWER	2019	JOHN DEERE	3033R	TRACTOR	1LV3033RRHKK401923
46 TRACTORS/CABS/MOWER	2019	JOHN DEERE	3033R	TRACTOR	1LV3033RVKK401934
47 TRACTORS/CABS/MOWER	2019	JOHN DEERE	3033R	TRACTOR	1LV3033RLKK401936
48 TRACTORS/CABS/MOWER	2019	JOHN DEERE	3033R	TRACTOR	1LV3033REKK401941
49 TRACTORS/CABS	2019	JOHN DEERE	5125R	TRACTOR	1LV5125RTKK401132
3 RIDE ON SPREADER SPRAYERS + 5 TANK SPRAY TRUCKS FOR HERBICIDE APPLICATIONS					
51 SPRAY TANK		RIVERBEND		300 gallon spray tank	
52 SPRAYER	2021	F & S Mtg	SPRAYER	SPRAYER	15607
53 SPREADER/SPRAYERS	2018	EXMARK	Ride on	SPREADER/SPRAYER	316636185
54 SPREADER/SPRAYERS		EXMARK	STAND ON	SPREADER/SPRAYER	401322502
55 SPREADER/SPRAYERS		EXMARK	STAND ON	SPREADER/SPRAYER	41065
TRAILERS					
57 TRAILERS	1999	FLNG	BUMPER	TRENCHER TRAILER	5FTWE1429Y1013483
58 TRAILERS	2012	LOAD	TRL	12'	4ZESA1011C1017288

Asset List for Valley Green

A	B	C	D	E	F
59 TRAILERS	2012	LOAD	TRL		4ZECH2029C1010880
60 TRAILERS	2012	PJ	TRL		3CVU81412C2502035
61 TRAILERS	2013	PJ	TRL	SCISSOR LIFT	4P5T62220D1185761
62 TRAILERS	2013	PJ TRAILER MFG CO	TRL	83" CHANNEL UTILITY	3CVU82021D2504736
63 TRAILERS	2014	LOAD	TRL		4ZEUT2229E1062142
64 TRAILERS	2014	STE A	TRL		52LBE1424EE027346
65 TRAILERS	2015	LOAD	TRL		4ZESA1412G1098981
66 TRAILERS	2016	LOAD RITE	TRL	14' UTILITY TRL	4ZESA1412H1120334
67 TRAILERS	2016	LOAD RITE	TRL		4ZEUT2224G1106549
68 TRAILERS	2020	PJ TRAILER MFG CO	TRL	UTILITY UL222	3CVUL222XL2599131
TRENCHER					
69		GEORIPPER with Makita engine (EK7651H)	GR20	TRENCHER	
70 TRENCHER	2018			TRENCHER	
71 TRENCHER					
VEHICLES					
72					
73 VEHICLES	1997	GMC	PK SIE	FUEL TRUCK	1GTGK24RXXVZ529990
74 VEHICLES	1997	GMC	4W K15	SUBURBAN	1GKFK16R9VJ753693
75 VEHICLES	1998	CHEVROLET	PK GM4	REG CAB TEAL	1GCF24R1WZ120724
76 VEHICLES	1999	CHEVROLET	PK GM4	GREY PICKUP	1GCGC24ROXR704814
77 VEHICLES	2001	GMC	SAVANNA	CLEANING TRUCK	1GTHG39R211231169
78 VEHICLES	2002	CHEVROLET	4CSIL	BLACK 2500	1GCGR29U422288503
79 VEHICLES	2002	CHEVROLET	SILVERADO	PICKUP TRUCK	1GCHK24U52E159993
80 VEHICLES	2002	CHEVROLET	SILVERADO	PICKUP TRUCK	1GCGK13U02F106591
81 VEHICLES	2002	CHEVROLET		WHITE	1GCHK29U82E234372
82 VEHICLES	2002	CHEVROLET	SW CIL	WHITE 2500	1GCHK23UX2F250322
83 VEHICLES	2002	GMC	SRA	4 DOOR PICKUP	1GTHK23U72F187650
84 VEHICLES	2002	ISUZU	TB NPR	CUBE VAN	4K1B4B1R621800451
85 VEHICLES	2003	GMC	CB SIE	CEMENTERY TRUCK	1GDJK34U13E144446
86 VEHICLES	2005	FORD	F350 SUPER DUTY	FORD	1FDSF34565EC33580
87 VEHICLES	2005	GMC	4C SIE	2500 EXT CAB	1GTHK29U25E148188

Asset List for Valley Green

A	B	C	D	E	F	
88	VEHICLES	2006	CHEVROLET	D	2500 DURAMAX	1GCHK23D26F141827
89	VEHICLES	2006	GMC	SIERRA	KENNY & ROB'S SERVICE TRUCK	1GDHC24U86E241363
90	VEHICLES	2007	CHEVROLET	4W EQU	EQUINOX	2CNDL23F276111988
91	VEHICLES	2008	CHEVROLET	PK SIL	SPRAY TRUCK	1GBHK24K28E189998
92	VEHICLES	2008	ISUZU		FLAT BED	4K1B4B1U98J801199
93	VEHICLES	2012	GMC	PICKUP	TRUCK (from Chris K)	1GT221EG8CZ211493
94	VEHICLES	2013	CHEVROLET	PICKUP	TRUCK (TRACES)	1GB2KVC6002352557
95	VEHICLES	2013	ISUZU	NPR	CUBE VAN	54DC4W1B0DS801635
96	VEHICLES	2014	ISUZU	NPR	CUBE VAN	54DC4W1B6ES801303
97	VEHICLES	2015	CHEVROLET	EXPRESS G2500	CARGO VAN	1GCWGF6G2F1122640
98	VEHICLES	2015	GMC	SAVANNA	CARGO VAN	1GTW7FCG2F1210328
99	VEHICLES	2016	CHEVROLET	SILVERADO		1GBOKUEG6GZ202133
100	VEHICLES	2021	GMC	SIERRA	JOSH'S TRUCK	3GTP9EELL1HG408920
101	VEHICLES		GEM	CAR	CEMETERY	
102	PAYLOADERS					
	PAYLOADER / BUCKET / QUICK-HITCH COUPLER /	2019	JOHN DEERE	324L	LOADER	1LU324LXVZB054960
103	SNOW PUSHER					
	PAYLOADER / BUCKET / QUICK-HITCH COUPLER /	2019	JOHN DEERE	344L	PAYLOADER	1LU344LXCZB055857
104	SNOW PUSHER					
	PAYLOADER / BUCKET / QUICK-HITCH COUPLER /	2021	JOHN DEERE	344L	PAYLOADER	1LU344LXJZB063441
105	SNOW PUSHER					
	PAYLOADER / BUCKET / QUICK-HITCH COUPLER /		JOHN DEERE	324K	PAYLOADER	1LU324KXCZB040744
106	SNOW PUSHER					
107						
108	SKID STEERS					
	SKID STEERS	2017	JOHN DEERE	324E	SKID STEER	1T0324EKVHJ320193
109	SKID STEERS	2020	JOHN DEERE	320G	SKID STEER	1T0320GKPLU372769
110	SKID STEERS	2020	JOHN DEERE	320G	SKID STEER	1T0320GKILG372869
111	SKID STEERS	2020	JOHN DEERE	324G	SKID STEER	1T0324GKELU382429

Asset List for Valley Green

A	B	C	D	E	F
112	SKID STEERS	JOHN DEERE	320E	SKID STEER	1T0320EKTJH315562
113					
Misc equipment and attachments					
114	STORAGE UNITS	TRAILER		Semi storage Trailer	1PT01ADRX19010949
115	STORAGE UNITS			20' CW container	
116	WELDER			WELDER	
117	PRESSURE WASHER	KARCHER	VAN-MOUNTED	PRESSURE WASHER	KT6035L
			MATAWAY		
118	SEEDER	RYAN	OVERSEEDER 19" Kohler Pro11	SLIT SEEDER	5448738883
119	AERATOR	EXMARK	ARX541CKA300000	AERATOR - RIDE ON	404791320
120	AERATOR	Z-Turf	ZA3624	AERATOR	409776099
121	AIR COMPRESSOR				
122	AIR COMPRESSOR				
123	BAGGER	JOHN DEERE	60C BAGGER	BAGGER	1TCMZ3B8GV1T035713
124	BAGGER	JOHN DEERE	HOPPER 3 BAG	BAGGER	1TCMZ3B8GCT035654
125	BAGGER	JOHN DEERE	HOPPER 3 BAG	BAGGER	1TCMZ3B8GKT035707
126	BAGGER	JOHN DEERE	60C BAGGER	BAGGER	1TCMZ3B8GPT040128
127	BAGGER	JOHN DEERE	60C BAGGER	BAGGER	1TCMZ3B8AJT040105
128	BROOMS/BLOWERS/BLADES	JOHN DEERE	47"	BLOWER	1M0475BXCJM170904
129	BROOMS/BLOWERS/BLADES	JOHN DEERE	60" BROOM	BROOM	1TC60FMXCT630626
130	BROOMS/BLOWERS/BLADES	JOHN DEERE	60HDB	BROOM	1M060FBXTJM160170
131	BROOMS/BLOWERS/BLADES	VENTRAC	LB540	BROOM	LB540-AA2013
132	BROOMS/BLOWERS/BLADES	JOHN DEERE	366 FRONT BLADE	BLADE	1LV0366XAKT140161
133	BROOMS/BLOWERS/BLADES	JOHN DEERE	60" BROOM	BROOM	1M060HDBAK0904767
134	BROOMS/BLOWERS/BLADES	PRONOVOST	80" BLOWER	BLOWER	51310

Asset List for Valley Green

A	B	C	D	E	F	
135	BROOMS/BLOWERS/BLADES	2019	SNOW WOLF	QP-102	BLADE	
136	BROOMS/BLOWERS/BLADES	2019	TERRAIN CUT	1585 BLOWER - 52"	BLOWER	1645-51479
137	BROOMS/BLOWERS/BLADES	2020	JOHN DEERE	60" BROOM	BROOM	1TC60FMXXKT090276
138	BROOMS/BLOWERS/BLADES	2020	JOHN DEERE	60" BROOM	BROOM	1TC60FMXXKT090306
139	BROOMS/BLOWERS/BLADES	2020	PALADIN TOOLS	JR BROOM 84A	BROOM	2024316
140	BROOMS/BLOWERS/BLADES	2020	PRONOVOST	P-922TRC	BLOWER	54080
141	BROOMS/BLOWERS/BLADES		ECONOR	68" BLOWER	BLOWER (INVERTED)	23154816
142	BROOMS/BLOWERS/BLADES		FRONTIER	BB2060 STD DUTY BOX	BOX SCRAPER/BOX BLADE	1XFBB20XCJ0039154
143	BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	1M047SBXJKM172420
144	BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	1M047SBXLCM112693
145	BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	M01471X096504
146	BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	1M047SBKTBM103240
147	BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	1M047SBXCAM100397
148	BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	M047SBX084131
149	BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	1M047SBXHBM104139
150	BROOMS/BLOWERS/BLADES		JOHN DEERE	59" BLOWER	BLOWER	1M0595BXJBM070615

Asset List for Valley Green

A	B	C	D	E	F
151 BROOMS/BLOWERS/BLADES		JOHN DEERE	59" BLOWER	BLOWER	1M059SBXPCM080561
152 BROOMS/BLOWERS/BLADES		JOHN DEERE		BLOWER	1TC71MCSPT090530
153 BROOMS/BLOWERS/BLADES		JOHN DEERE		BLOWER	1TC71MCSPT095467
154 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	M060HDB017439
155 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBLD0022373
156 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBCD0022359
157 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	M060HDB019104
158 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	M060HDB017217
159 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1TC60FMXHET065080
160 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBCE0023469
161 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBUC0021400
162 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBEC0021225
163 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBLJ0027472
164 BROOMS/BLOWERS/BLADES		M-B COMPANIES		BROOM	MB04957
165 BROOMS/BLOWERS/BLADES		M-B COMPANIES		BROOM	MB-05226
166 BROOMS/BLOWERS/BLADES		PRONOVOST	PXPL-80	BLOWER	46118

Asset List for Valley Green

A	B	C	D	E	F
167	BROOMS/BLOWERS/BLADES	VENTRAC	KX523	BLOWER	5X523-AA4331
168	BROOMS/BLOWERS/BLADES	VENTRAC	HB580	BROOM	HB580-AB2048
169	BROOMS/BLOWERS/BLADES	VENTRAC	HB580	BROOM	HB580-AB2846
170	BROOMS/BLOWERS/BLADES	VENTRAC	HB580	BROOM	HB580-AB2611
171	BROOMS/BLOWERS/BLADES	VENTRAC	ET200	TURBINE	ET200-AB2591
172	BROOMS/BLOWERS/BLADES	WACKER	RANMER B560-4S	TAMPER	5921583
173	BROOMS/BLOWERS/BLADES	F & S Mfg	54FB	BLADE	1M054FBXJM171712
174	BUGGY	F & S Mfg	BUGGY	BUGGY	
175	CARRIER	TORO	LT650RSC-TORO	TORO MACHINE CARRIER	
176	DE-ICER	F & S Mfg	5 gallon	Push De-icer	
177	EXCAVATOR	JOHN DEERE	50G	EXCAVATOR	1FF050GXCKH290208
178	FORKLIFT	CATERPILLAR	GP30K	FORK LIFT	AT13E30374
179	GATOR	JOHN DEERE	6 WHEEL SIDE BY SIDE	GATOR	W006X4X021866
180	GROUND THAWER	THAW DAWG	36X54	GROUND THAWER	51479
181	MOWER ATTACHMENTS	JRCO INC		TINERAKE	X874347

ND Affidavit No. 41300

RFP 22049

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.

2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice*; (2) time: *Wednesday March 16, 2022, Wednesday March 23, 2022*, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 23rd day of March, 2022

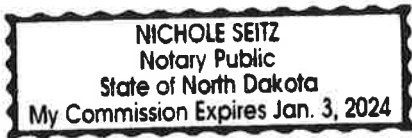
Jaylo Herhold

Legal Clerk

Nichole Seitz

Notary Public

City of Fargo
Fargo Cass Public Health is issuing a Request for Proposal (RFP) for contractor assistance in performing mowing of tall grass and weeds in association with City Ordinance Code Enforcement
Contractor will deliver one (1) original proposal to the following Address:
City of Fargo Auditors Office
RFP Mowing of Tall Grass & Weeds Code Enforcement
225 4th Street N
Fargo, ND 58102
Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.
Proposal Due Date and Time
April 8, 2022, 2:00 p.m.
Proposals received after the above cited date and time will not be considered.
Please make sure the envelope or package is marked: "MOWING OF TALL GRASS AND WEEDS RFP" Code Enforcement
Please direct questions regarding this RFP to Grant Larson at (701) 241-1388.
City Auditor's Office
(March 16 & 23, 2022) 41300



5/2/22 (23)



23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

**FROM: GRANT LARSON
DIRECTOR OF ENVIRONMENTAL HEALTH
FARGO CASS PUBLIC HEALTH**

DATE: AUGUST 18, 2022

**RE: MASSAGE THERAPY ESTABLISHMENT FEE
FOR 2022 AND 2023**

At its April 4, 2022, meeting, the Board of City Commissioners approved a Resolution establishing the annual license fee of \$100.00 for the Massage Therapy Establishment program. The Environmental Health Division of Fargo Cass Public Health has been implementing and licensing massage therapy establishments throughout the city but has encountered delays in implementing the program. To account for these delays, the Environmental Health Division requests your approval to allow the initial \$100.00 fee to cover both 2022 and 2023 to allow complete implementation of the new program. The annual \$100.00 license fee would then continue January 1, 2024.

If you have any questions, please contact me directly at 701.241.1388.

Suggested Motion: Move to approve the initial \$100.00 annual license fee to cover both 2022 and 2023 associated with the Massage Therapy Establishment program, with said \$100.00 annual fee continuing January 1, 2024.

GL/lls
Enclosure

24

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources *JM*

Re: Baker Tilly Agreement – Executive Search for City Administrator

Date: August 18, 2022

Please see the attached agreement with Baker Tilly to conduct an executive search for the City Administrator position. The Finance Committee approved funding for the engagement.

The agreement language has been reviewed by the City Attorney.

RECOMMENDED MOTION: To approve the agreement with Baker Tilly to conduct an executive search for the City Administrator position.



30 East 7th Street, Suite 3025
St. Paul, MN 55101
United States of America

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bakertilly.com

August 5, 2022

Ms. Jill Minette
Director of Human Resources
City of Fargo
224 4th Street North
Fargo, ND 58102

Dear Ms. Jill Minette:

This letter documents the City of Fargo (“you/r” or “Client”) engagement of Baker Tilly US, LLP (“we” or “Baker Tilly”) to conduct an executive search for City Administrator (the “Project”). This letter defines our and your respective obligations for the Project. Our proposal dated June 24, 2022 is incorporated by reference.

Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Description of Baker Tilly's Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy (includes one day on site by Project Team Leader). <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client (includes one day onsite by Project Team Leader). <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
Phase III	<u>Task 5</u> – Final process/on-site interviews with finalists (includes two days on site by Project Team Leader). <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.

Project Timing and Budget

The Project will commence upon your execution of this engagement letter and will remain in effect for the period necessary for successful completion of the Project.

1. Patty Heminover will lead the engagement, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$24,500 (the "Fee") and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.
2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$1650. For additional on-site visits (beyond the three on-site visits which include four consulting days) described above, the additional fee would be an hourly rate of \$220 plus expenses.

Baker Tilly's Guarantees


1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.

Client's Obligations

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,


Anne Lewis, Director

Client Signature:

Name: _____

Title: _____

Date: _____



Fargo Inspections

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



MEMORANDUM

TO: Board of City Commissioners
FROM: Inspections Director Shawn Ouradnik,
DATE: August 22, 2022
SUBJECT: Set a Public Hearing Date for Property at 2315 2nd Avenue South

The property owner of 2315 2nd Avenue South, 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. In accordance with Fargo Municipal Code Article 21-0405, a hearing date is tentatively scheduled for Tuesday, September 6, 2022.

RECOMMENDED MOTION: To set Tuesday, September 6, 2022 at 5:15 p.m. as the date and time for a Public Hearing for the property located at 2315 2nd Avenue South, Fargo.

26

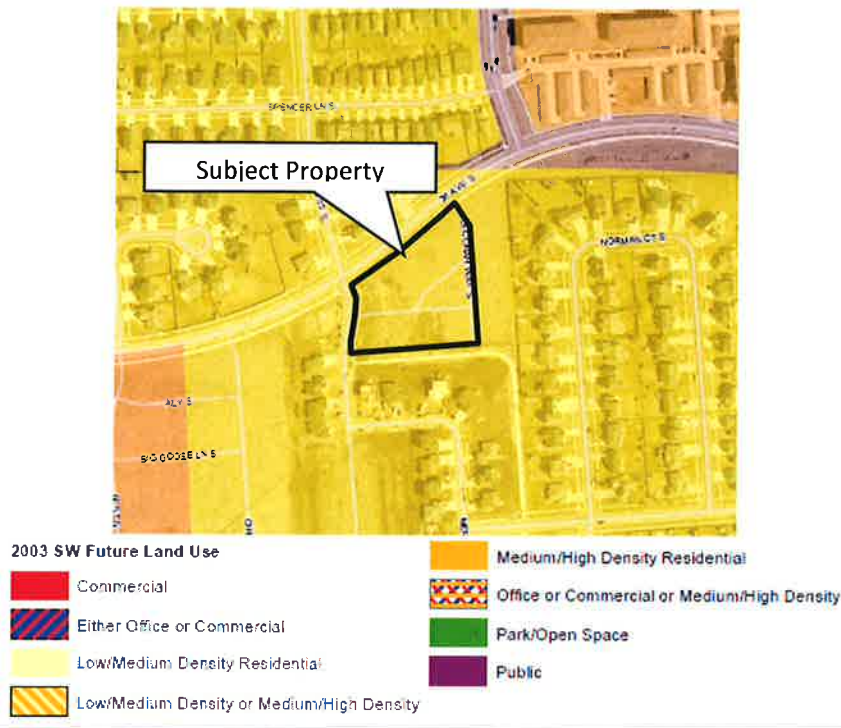
City of Fargo Staff Report			
Title:	Valley View Estates Third Addition	Date:	2-23-2022
		Update:	8-18-2022
Location:	4800, 4801, 4809, 4823, 4824, 4837, 4842, 4849, 4852, 4866, 4875, 4889, and 4890 Decorah Way South	Staff Contact:	Luke Morman, Planner
Legal Description:	Lots 8-20, Block 1, Valley View Estates Addition		
Owner(s)/Applicant:	Thomsen Homes / Jon Youness—Eagle Ridge Development	Engineer:	KPH, Inc.
Entitlements Requested:	Minor Subdivision (Replat of lots 8-20, Block 1, Valley View Estates Addition)		
Status:	City Commission Public Hearing: August 22, 2022		

Existing	Proposed
Land Use: Residential.	Land Use: Unchanged
Zoning: SR-4, Single-Dwelling Residential; P/I, Public and Institutional.	Zoning: Unchanged
Uses Allowed: SR-4 – Single-Dwelling Residential allows detached houses, attached houses, duplexes, daycare centers up to 12 children, parks and open areas, religious institutions, safety services, schools, and basic utilities; P/I – Public and Institutional allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, schools, basic utilities, offices, commercial parking, outdoor recreation and entertainment, industrial service, manufacturing and production, warehouse and freight movement, waste related use, agriculture, aviation, surface transportation, and major entertainment events	Uses Allowed: Unchanged
Maximum Density Allowed: SR-4 allows a maximum 12.1 units per acre; P/I has no density or lot coverage standards.	Maximum Density Allowed: Unchanged

Proposal:
<p>The applicant is seeking approval of a minor subdivision located at 4800, 4801, 4809, 4823, 4824, 4837, 4842, 4849, 4852, 4866, 4875, 4889, and 4890 Decorah Way South. The request is to replat the existing thirteen lots into an eleven lot minor subdivision entitled Valley View Estates Third Addition.</p> <p>The proposed layout of lots shows the existing lots being replatted into larger lots. Currently the SR-4 lots range from 5,969 to 8,211 square feet, and the proposed lots will range from 6,540 to 9,427 square feet. The proposed lot 6 (existing lot 8) is a private drive lot owned by the Home Owner's Association (HOA) that will remain the same. Planning staff has worked with the applicant to maintain continuity of the HOA created with the Valley View Estates subdivision.</p> <p>The 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>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: SR-4: Single-Dwelling Residential; single family residences (both detached and attached) • East: SR-4: Single-Dwelling Residential; single family residences • South: P/I: Parks/Institutional, multi-use trail • West: SR-4: Single-Dwelling Residential; single family residences

Area Plans:

The subject property is located within the 2003 Future Land Use Plan. Within this growth plan, the subject property is identified as being suitable Low/Medium Density Residential uses.

**Context:**

Schools: The subject property is located within the West Fargo School District, specifically within the Independence Elementary, Liberty Middle and Sheyenne High schools.

Neighborhood: The subject property is located within the Brandt Crossing neighborhood.

Parks: Valley View Park is within a quarter mile to the west of the subject properties. This park provides playgrounds for ages 2-5 and 5-12, recreational trails, and a shelter. A portion of this park is a stormwater detention basin.

Pedestrian / Bicycle: There are shared-use trails running along the south side of the subject properties, through Valley View Park to the west, and along County Drain 27 right of way to the south.

Bus Route: The subject property is not near a MATBUS route.

Staff Analysis:**Minor Subdivision**

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

- 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.**

This subdivision is intended to replat thirteen existing lots into 11 new lots. The properties within this plat are currently zoned SR-4, Single-family Residential, which is consistent with that land use designation. 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, staff has received and responded to three general inquiries about the application. Staff has reviewed this request and finds

that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.
(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 principals.
(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Valley View Estates Third Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Sections 20-0907.B and C, standards of Article 20-06, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: March 1, 2022

At the March 1st, 2022 Planning Commission hearing, by a vote of 4-3 with one commissioner absent and three Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Valley View Estates Third Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code."

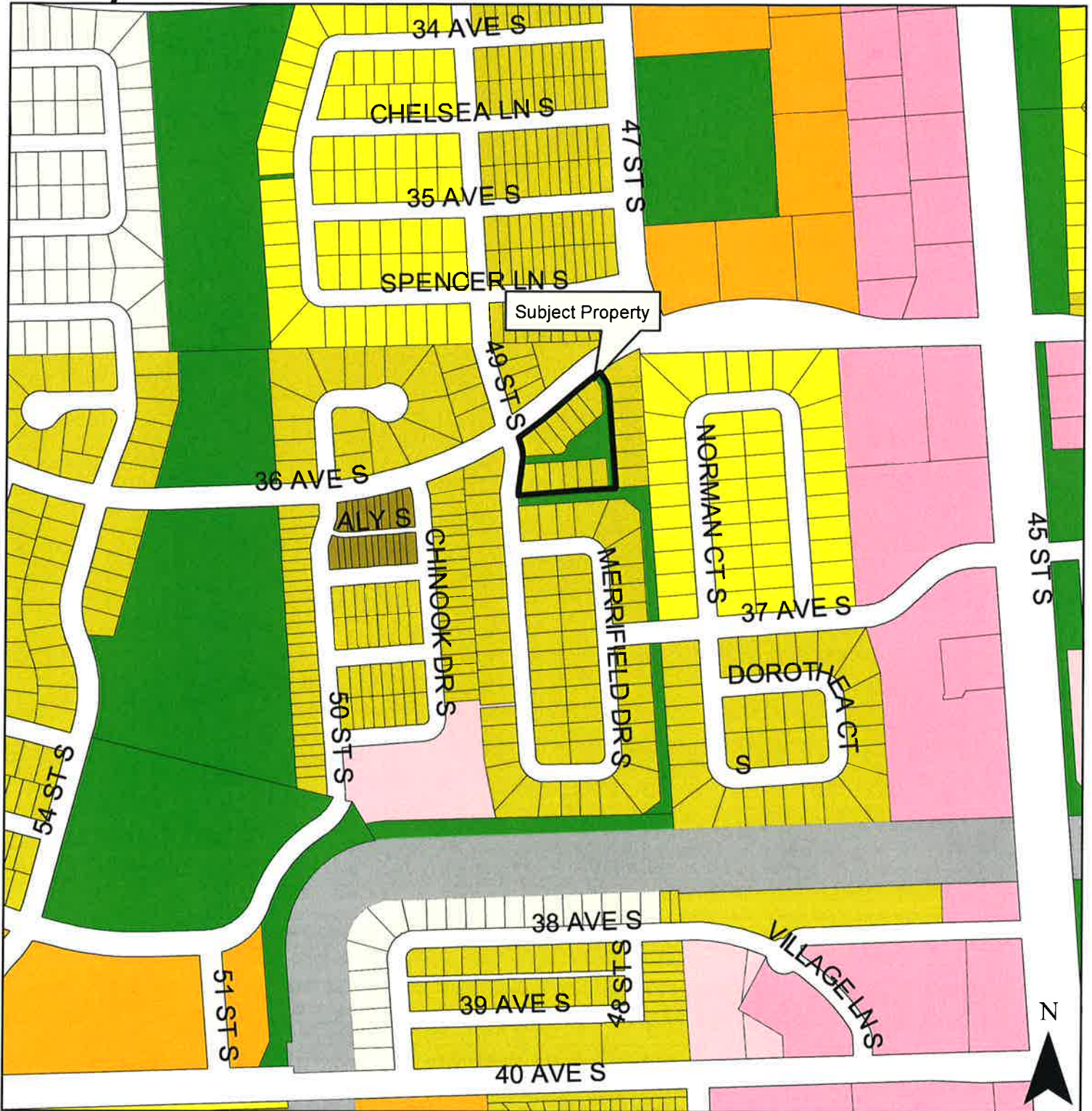
Attachments:

- 1. Zoning map
- 2. Location map
- 3. Preliminary plat

Plat (Minor)

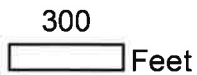
4800, 4801, 4809, 4823, 4824, 4837, 4842, 4849, 4852, 4866, 4889, and 4890 Decorah Way S

Valley View Estates Third Addition



Legend

AG	LC	MHP	SR-2
DDMU	ML	NC	SR-3
GGC	MR-1	NO	SR-4
GO	MR-2	P/I	SR-5
	MR-3	UMU	City Limits

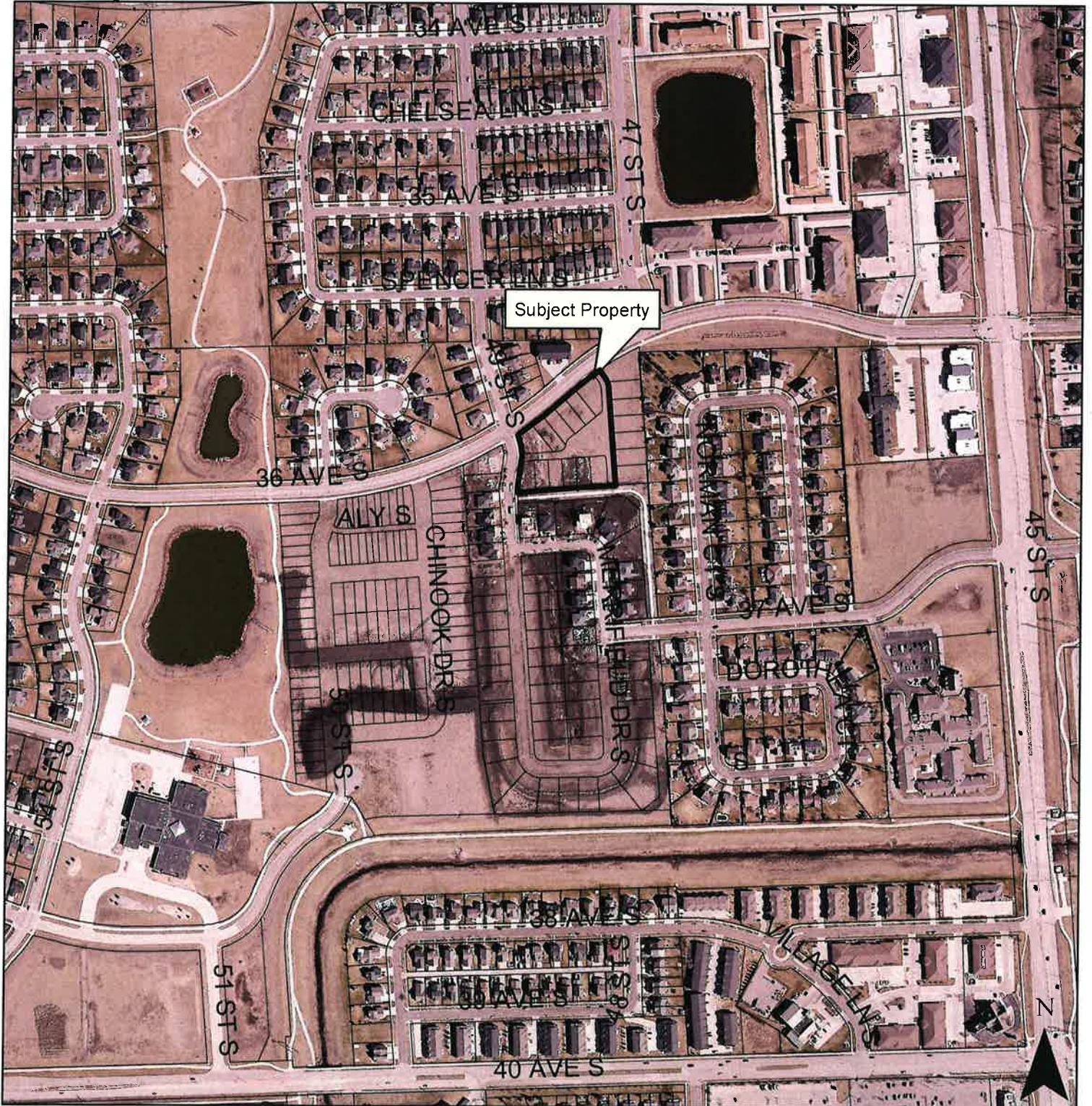


Fargo Planning Commission
 March 1, 2022

Plat (Minor)

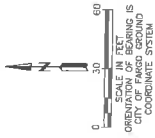
4800, 4801, 4809, 4823, 4824, 4837, 4842, 4849,
4852, 4866, 4889, and 4890 Decorah Way S

Valley View Estates Third Addition



VALLEY VIEW ESTATES THIRD ADDITION

A REPLAT OF LOTS 8 THROUGH 20, BLOCK 1 OF VALLEY VIEW ESTATES ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



NOTES:

- GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
- NEGATIVE ACCESS EASEMENT, AS NOTED ON THE PLAT OF VALLEY VIEW ESTATES THIRD ADDITION, IS AN EASEMENT DEDICATED AS PART OF THE ESTATE TO THE PUBLIC FOR ACCESS TO THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND, BUT A LINE COINCIDENT WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.
- LOT 6, BLOCK 1 IS AN UNBUILDABLE LOT ESTABLISHED FOR THE MULTI-PURPOSE OF PROVIDING OPEN SPACE, UTILITIES, INGRESS/EGRESS AND EGRESS TO THE ADJACENT LOTS FROM THE ADJACENT LOTS 1 THROUGH 5 AND 7 THROUGH 11. IN ADDITION TO THE PUBLIC STREET SYSTEM, THE OWNERSHIP AND MAINTENANCE OF SAID LOT 6 SHALL BE THE RESPONSIBILITY OF THE VALLEY VIEW ESTATES HOME OWNERS ASSOCIATION.

LEGEND:

- REF. POINT (NEW AND OLD 11-20-09)
- REF. POINT (OLD 11-20-09)
- REF. LINE (NEW AND OLD 11-20-09)
- REF. LINE (OLD 11-20-09)
- PUBLIC CONVEYANCE PROP. LINE
- CONVEYANCE PROP. LINE
- NEW NEGATIVE ACCESS EASEMENT ALONG SECT. 5

LINE #	DISTANCE	BEARING
L1	5.00	N0°22'24"W
L2	33.69	N16°41'47"W
L3	34.46	S35°22'14"E
L4	34.44	S35°22'14"E

CHORD	CHORD DISTANCE	CHORD BEARING
C1	14.10	S01°50'12"W
C2	58.34	N4°45'34"W
C3	36.84	N02°22'49"W
C4	21.77	S1°58'50"W
C5	18.00	S09°14'17"W
C6	30.52	S09°14'17"W
C7	36.14	N65°51'53"E
C8	14.14	N69°23'24"W

KPHLING SURVEY
9530 38TH ST. S.
FARGO, ND 58104
701-499-7979

VALLEY VIEW ESTATES THIRD ADDITION

A REPLAT OF LOTS 8 THROUGH 20, BLOCK 1 OF VALLEY VIEW ESTATES ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)

OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, That Thomason Homes, LLC, a Minnesota limited liability company, being the owner of Lots 8 through 20, Block 1 of Valley View Estates Addition to the City of Fargo, Cass County, North Dakota, being more particularly described as follows:

A replat of Lots 8 through 20, Block 1 of VALLEY VIEW ESTATES ADDITION to the City of Fargo, according to the recorded plat thereof on file and on record in the Office of the County Recorder, Cass County, North Dakota.

Containing 2.48 acres, more or less and is subject to Easements, Reservations, Restrictions and Rights-of-Way of record.

Said owner of the above described property, being the owner of the above described property, has caused this plat to be prepared and recorded in the Office of the County Recorder, Cass County, North Dakota, and does hereby declare to the public use of the same, and does hereby certify that the same is a true and correct copy of the original as the same appears on file and on record in the Office of the County Recorder, Cass County, North Dakota.

IN WITNESS WHEREOF, the said owner of the above described property, has hereunto set his hand and the seal of the said company, this 20th day of July, 2024.

OWNER:
Thomason Homes, LLC
Chris Thomason, Managing Member
State of North Dakota }
County of Cass }

On this 20th day of July, 2024, before me, a Notary Public in and for said county, personally appeared Chris Thomason, Managing Member, Thomason Homes, LLC, a Minnesota limited liability company, known to me to be the person whose name is subscribed to and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free act and deed.

Notary Public: _____

SURVYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Joshua J. Nelson, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the boundaries of the lots shown hereon have been located or placed in the ground as shown.

Dated this 20th day of July, 2024.

SURVYOR:
Joshua J. Nelson, P.L.S.
Professional Land Surveyor
Registration No. LS-77259
State of North Dakota }
County of Cass }

On this 20th day of July, 2024, before me, a Notary Public in and for said county, personally appeared Joshua J. Nelson, Professional Land Surveyor, known to me to be the person whose name is subscribed to and who executed the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Notary Public: *Willy B. Bremer*



FARGO CITY COMMISSION APPROVAL

Approved by the Board of Commissioners and ordered filed this 20th day of July, 2024.

Mayor
Attest: Steven Sprinkle, City Auditor
State of North Dakota }
County of Cass }

On this 20th day of July, 2024, before me, a Notary Public in and for said county, personally appeared Timothy J. Johnson, Mayor, and Steven Sprinkle, City Auditor, known to me to be the persons described in and who executed the same as a free act and deed.

Notary Public: _____

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by the City Engineer this 20th day of July, 2024.

Brenda E. Dennis, P.E.
City Engineer
State of North Dakota }
County of Cass }

On this 20th day of July, 2024, before me, a Notary Public in and for said county, personally appeared Brenda E. Dennis, City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public: _____

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 20th day of July, 2024.

Randy Schneider
Planning Commission Chair
State of North Dakota }
County of Cass }

On this 20th day of July, 2024, before me, a Notary Public in and for said county, personally appeared Randy Schneider, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public: _____

KPH INC
9530 SURVEY ST. S
FARGO, ND 58104
701-499-7379

27



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: 08.17.2022

RE: Grant Application Request

RECEIVED FARGO POLICE DEPARTMENT
AUG 17 2022
DAVID B ZIBOLSKI CHIEF OF POLICE <i>DZ</i>
REF: <i>FILE - GRANT APP.</i>

- FOR COMMISSION AGENDA 8/22/22

I am requesting permission to apply for a grant. The grant is being offered by the "Project Safe Neighborhoods (PSN) Program." The PSN grant program is designed to create safer neighborhoods through a sustained reduction in violent crime, to include gang related crimes. The program's effectiveness is based on the cooperation of local, state, and federal agencies engaged in a unified approach led by the U.S. Attorney' Office (USAO) in each district across the country. The North Dakota PSN Task Force has identified the Fargo metropolitan area for the PSN grant.

The purpose of the grant is for regional and local initiative s that support the PSN Task Force goals to reduce violent crime in the Fargo metropolitan area through: Community Engagement, Prevention and Intervention of violent crime, and focused and strategic enforcement to combat violent crime.

My request, which is detailed in the draft grant application attached, focuses on two key areas. The first is officer safety and the second is intelligence gathering through the use of technology. Utilizing technology to disrupt or dismantle violent criminals, including gang violence can increase safety in otherwise unsafe situations for officers and detectives. Ensuring their safety is critical. Additionally, gathering intelligence about what, who, when, and how violent offenses are being committed or will be committed allows officers and detectives to intervene safely, often times before, a violent crime is committed in our neighborhoods.

The total request on the grant application, if approved, is for \$70,107. There is no city match to these funds. The project period runs from January 1st, 2023 through December 31st, 2023. The deadline to apply for this grant is August 31st, 2022. If permitted to apply for this grant, award notices will be made in October 2022.

Recommended motion:

Authorize the police department to apply for the 2023 Project Safe Neighborhood Program's grant offering in the amount of \$70,107.

PROJECT SAFE NEIGHBORHOODS GRANT FUNDS REQUEST

ND OFFICE OF THE ATTORNEY GENERAL IN CONJUNCTION WITH THE U.S ATTORNEY'S OFFICE DISTRICT OF ND

Project Period 1/1/2023-12/31/2023

I – APPLICATION OVERVIEW

Subrecipients are state agencies, units of local government (such as a city or county), or other general-purpose political subdivisions of a state or Indian Tribe.			
Subrecipient Level of Government (Check One)			
<input type="checkbox"/> State	<input type="checkbox"/> County	<input checked="" type="checkbox"/> City/Town	<input type="checkbox"/> Indian Tribe

Name of Subrecipient (City, County, State Agency)	Unique Entity Identifier - required	Subrecipient Phone	
City of Fargo	DUNS- 176384915	701-476-4001	
Suprecipient Street Address	City	State	Zip Code
225 4th St N	Fargo	ND	58102
Suprecipient Contact Name	Title		
David Zibolski	Chief of Police		
Email Address			
dzibolski@fargond.gov			

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement. Overall responsibility for the administration of the project rests with this individual. Examples: mayor, city or county auditor, director of the state agency, or Tribal Chairperson.			
Name of Authorized Official	Title	Phone	
Tim Mahoney	Mayor	701-241-1310	
Street Address	City	State	Zip Code
225 4th St N	Fargo	ND	58102
Email Address			
tmahoney@fargond.gov			

The Project Director has the direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General. Examples: task force coordinator or executive director.			
Name of Project Director	Title	Phone	
George Vinson	Captain	701-476-4092	
Street Address	City	State	Zip Code
105 25th St N	Fargo	ND	58102
Email Address			
gvinson@fargond.gov			

The Implementing Agency has direct responsibility for carrying out the activities of the grant.

Name of Implementing Agency

Fargo Police Department

The Fiscal Officer has the responsibility of the financial administration of the project. This person prepares and submits all financial reports as required by the Office of Attorney General. Examples: city or county auditor, fiscal designee, or it can also be the project director.

Name of Fiscal Officer	Title	Phone	
Kathy Lormis	Office Associate III	701-476-4176	
Street Address	City	State	Zip Code
105 25th St N	Fargo	ND	58102
Email Address			
klormis@fargond.gov			

PSN Goal Alignment: (select all that apply)

- Community Engagement
- Prevention and Intervention
- Focused and Strategic Enforcement

Multi-agency Project (two or more)?

Yes No

Multijurisdictional Project (two or more)?

Yes No

II - BUDGET NARRATIVE & CALCULATIONS – All budget categories calculate the total cost in the column on the right. **DO NOT USE SPECIAL CHARACTERS** (example: \$, commas, letters, etc.) **ONLY USE NUMBERS**. Please round to the nearest dollar. Applicants should indicate the total cost for each category of the proposed project.

A. Personnel - List each position by type. Compensation for employees engaged in grant activities must be consistent with that paid for similar work within the surrounding areas. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits may include common items such as payroll taxes, health and life insurance, and retirement contributions.			
Name/Position - Salary/Overtime	Salary/Overtime per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
Name/Position - Fringe	Fringe per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
Total Personnel:			0
Narrative – Please provide a detailed description for all personnel expenses.			
None.			

B. Supplies - List items by type (office supplies, investigative supplies postage, copy paper). Generally, supplies include any materials that are expendable or consumed during the course of the project (**includes equipment under \$5000**). Attach a sheet using this format if you have additional items.

Supply Item	Unit Cost	# of Items	Total Supplies Cost
MRAPS Rifle Rated Shield	\$4767	4	\$19068
Cannon Rebel T8i Camera	\$899	8	\$7192
Tamron SP 150-600mm Lens	\$1399	8	\$11192
Spartan GoLive Trail Camera	\$433.90	4	\$1736
TactiTrack 25 GPS	\$1398	2	\$2796
Fire Strobe Camera	\$2995	1	\$2995
Avon F90 Ballistic Helmet	\$526.15	11	\$5788
FoxFury Alternative Light Source	\$1899	1	\$1899
Cannon EOS RP Full Spectrum	\$2769.97	1	\$2770
EVI-PAQ Green Laser BP-2	\$462	1	\$462
Total Supplies:			55898

Narrative – Please provide a detailed description for all supply expenses.

Details on these specific supply items are attached by addendum in the order listed above (Addendum #1 - #10). Each piece of equipment constitutes technology that will help the Fargo Police Department remain safe while identifying, gathering intelligence on and potentially preventing violent criminals from victimizing Fargo's neighborhoods.

C. Contractual Services - List service to be provided, anticipated hourly, daily, or monthly rates. Also include expenses to be paid to the consultants in addition to their fees (i.e., travel, meals, lodging, etc.) The maximum rate for consultants is \$650 for an 8-hour day.		
Name of Contractor/Consultant (if known)	Purpose of the contract	Total Contractual Cost
Total Contractual Services:		0

D. Travel & Training - List travel expenses for attending trainings, meetings, conference, and other work related travel. State rates will be used for in-state travel, GSA rates for out-of state travel.					
Purpose of Travel	Type of Expense (Lodging, Meals, Flight, Registration, Etc.)	Cost	Number of Days	Number of Staff	Total Travel Cost
Total Travel/Training:					0

Narrative – Please provide a detailed description for all travel expenses.

None.

E. Equipment - List non-expendable items that are to be purchased that are \$5000 or more for each item. Items that do not meet these criteria should be considered Supplies. Rented or leased equipment should be listed in the Equipment Rent/Lease category. Attach a sheet using this format if you have additional items.

Equipment Item	# of Items	Cost per Item	Total Equipment Cost
Hedge Hog Camera	1	\$6615	\$6615
SpectraTek SP 949 Camera	1	\$7597	\$7597
Total Equipment:			14212

Narrative – Please provide a detailed description for all equipment expenses. Please list which agency will maintain ownership of the equipment at the end of the grant.

The above listed advanced surveillance equipment is covert. These cameras will enable the Fargo Police Department to safely identify and intercept violent criminals, including criminal gang members. The details of each item are attached by addendum (Addendum #11 and #12).

F. Other Costs - List other items that do not fall into the other budget categories.			
Other Items	# of Items	Cost Per Item	Total Cost
Total Other:			0

Narrative – Please provide a detailed description for all other expenses.

None

F. Other Costs - List other items that do not fall into the other budget categories.			
Other Items	# of Items	Cost Per Item	Total Cost
Total Other:			0

Narrative – Please provide a detailed description for all other expenses.

None.

III – BUDGET SUMMARY

Category	Total Budget
A. Personnel	0
B. Supplies	55898
C. Contractual Services	0
D. Travel/Training	0
E. Equipment	14212
F. Other Costs	0
Total Budget Request	70110

IV. AGENCY FUNDING SOURCES

Please list all other sources of grant funding that support this project's activities.

Funding Sources	Amount
Other (specify):	\$
None	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL FUNDING	\$0

If the operations of this project are expected to generate income, please discuss possible sources and how it will be used (i.e. asset forfeiture, training fees collected as a result of grant-funded training):

Asset forfeiture is a potential byproduct of this intervention, detection and enforcement work. State and Federal seized assets are utilized for equipment and training to further the Fargo Police Department's mission of combating drugs and violent crime in Fargo's neighborhoods.

V. PROJECT NARRATIVE

I. Project Description: Briefly describe the project that is proposed. How will this project address specific goals of the PSN grant? What is the target area of the project? Be sure to demonstrate understanding of the PSN program strategy goals.

If this project is in conjunction or collaboration with another agency, please submit the MOU or letters of support as additional attachments.

The Fargo Police Department's mission is to provide the highest level of service through community partnerships, being a well-trained police department, and forward-thinking policing to improve the quality of life for all. Our mission aligns with Project Safe Neighborhood's goals of community engagement, prevention and intervention, and focused and strategic enforcement to combat crime.

Rather than employ zero tolerance measures in high crime neighborhoods, our Department aims to collaborate with neighbors to prevent and safely intervene in crimes we mutually seek to eliminate.

For this grant opportunity, we seek to increase our Department's capacity to gather intelligence and surveil known violent criminals. Our requests are related primarily to equipment to support these efforts. Often a criminal act or enterprise can be disrupted or dismantled through the lawful use of technology and equipment. This technology and equipment can also help ensure successful prosecution following a corresponding arrest. It enables our Department to focus its efforts and be even more purposeful when executing our actions against violent criminals; it is a force multiplier.

Additionally, gang enforcement includes officer wellness and safety concerns. Officer Wellness is one of the Fargo Police Department's core values. With this grant opportunity, we are requesting funding for helmets and ballistic shields to ensure our officers stay safe in high-risk operations such as when attempting to arrest violent gang members.

We are also requesting funding for crime scene processing materials including a portable alternative light source, a UV/IR camera and a green laser scene reconstruction kit to help detectives investigate crime scenes more efficiently and professionally.

Lastly, the information garnered from these investigations takes up a great deal of digital space. Therefore, we are requesting funding for external hard drives to store the information gained from these criminal investigations into violent crime.

II. Current Efforts: *Clearly define what efforts are currently underway in responding to the problem described in the Project Description.*

January 1, 2020 - July 31, 2022 Data:

Gang Arrests - 50
Firearms Seized - 36
Gang Classifications - 59

Firearms entered into evidence:

2020 - 93
2021 - 121
2022 - 79 (YTD, on pace to surpass 2021)

III. Timeline – Provide a detailed project timeline.	
Quarter	Activities Planned
Quarter 1 January 1, 2023 - March 31, 2023	Purchase all equipment & ensure compliance
Quarter 2 April 1, 2023 June 30, 2023	Measure success & ensure compliance
Quarter 3 July 1, 2023- Sept 30, 2023	Adapt to lessons learned & ensure compliance
Quarter 4 October 1, 2023- Dec 31, 2023	Evaluate success, adapt & ensure compliance

IV. Project Goals - Describe the goals of this project and how they support the PSN Task Force goals.
<p>Purchasing this technology and equipment will help the Fargo Police Department achieve the following three goals:</p> <ol style="list-style-type: none"> 1 - Prevent and intervene in pending and ongoing violent, criminal acts by known offenders including gang members. 2 - Provide a clearer picture of when/where/how criminal acts are happening to enable more precise intervention. 3 - Demonstrate success via the arrest and prosecution of violent felons and improved positive conversation between police and the public, thereby increasing trust and legitimacy in neighborhoods where crime is highest.

V. Performance Measures – Describe the measures by which you will determine your project's success. Provide a description of how data supporting these measures will be collected. (Example: Number of presentations given, clients served, violent crime statistics)

1 - Tracking violent crimes in high crime neighborhoods like the Arbors and Maplewood Bend. Utilizing the Intelligence and Analysis Unit, the Fargo Police Department will be able to obtain real-time crime data to assess the Department's impact on violent crime in high crime neighborhoods.

2 - Efficiencies and saved time by using technology to replace human effort, e.g. using GPS to track a violent offender versus 24/7 monitoring.

3 - Using the Community Engagement Team, the Fargo Police Department will implement police/ community events to hear directly from citizens about crime in their neighborhoods (e.g. Arbors).

4 - Gang arrests and guns seized by the Street Crimes Unit and other officers/detectives utilizing data provided by the Intelligence and Analysis Unit.

ADDITIONAL REQUIRED INFORMATION

Non-government or Multi-agency Applicants:

- A third party contract or memorandum of understanding between the agency and the authorized official of the unit local government stating that the unit of local government will be the legal recipient of the federal funds granted to this agency (If applicable)
- Letter(s) of support (Optional attachment)

UCR Reporting Requirements:

If the implementing agency is a local law enforcement agency, it:

1. must report crime statistics to the State's Uniform Crime Reporting system
2. must be current in its reporting or must have a plan to become current by January 1, 2023.

In order to keep a PSN award, the implementing agency must maintain current UCR stats through the award period (January 1, 2023, through December 31, 2023). Failure to maintain current UCR statistics will result in award sanctions and/or deobligation.

Please indicate most recent crime statistics submitted: July 2022
month year

AUTHORIZED SIGNATURES

I certify that the project proposed in this application meets applicable requirements of the Project Safe Neighborhoods Grant (PSN) Program, that all information presented is correct, and that the applicant will comply with the provisions of the subgrant program and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.

Signature of Authorized Official	Date
Signature of Project Director	Date
Signature of Fiscal Officer	Date

REPORT OF ACTION
FINANCE COMMITTEE

(28)

Project: Industrial Water and Wastewater Services **Type:** Memorandum of Understanding

Location: Casselton, ND

Date of Hearing: July 25, 2022

<u>Routing</u>	<u>Date</u>
City Commission	August 22, 2022
Project File	

Jim Hausauer, Water Reclamation Utility Director, presented a cover memo and draft Memorandum of Understanding (MOU) related to water and wastewater services to the North Dakota Soybean Processors (NDSP). The NDSP submitted a formal request to the Cass Rural Water Users District (CRWUD) and the City of Fargo (City) for water and wastewater services to a new soybean crushing plant being constructed near Casselton, ND. The proposed site is located within the CRWUD water service territory requiring a three party MOU.

Background:

The NDSP are planning a soybean processing facility near Casselton, ND, and submitted a formal request for water and wastewater services to the CRWUD and the City. The request is similar to a previous request received from Tharaldson Ethanol in 2007. The MOU for water and wastewater services involves three parties including NDSP, CRWUD and the City.

Infrastructure Improvements & Financing:

Infrastructure improvements necessary to satisfy the request include the following:

- Effluent Reuse Facility Expansion and Water Delivery Pump Station
- Water Delivery Pipeline
- Water Storage Tank (by others)
- Wastewater Return Pump Station (by others)
- Wastewater Return Pipeline

CRWUD will finance the infrastructure improvements and NDSP will repay the debt on the financing.

Water Quantity and Quality Requirements:

Water quantity requirements of the NDSP are as follows:

- At Start Up 540,000 gallons per day (375 gallons per minute)
- At Future Build Out 820,800 gallons per day (570 gallons per minute)

Water quality requirements of the NDSP are as follows:

- Chlorine < 10 parts per million
- Calcium < 10 parts per million
- Hardness < 10 parts per million
- Silica < 3 parts per million
- Biochemical Oxygen Demand < 1 part per million
- pH 7.0 – 8.5

The MOU for water and wastewater services provides another opportunity for revenue diversification for the City as detailed below:

- Delivered Water Fee (\$3.52 per thousand gallons) \$693,792/year
 - Return Wastewater Fee (\$2.30 per thousand gallons) \$302,220/year
- Estimated Total = \$996,012/year**

Motion:

On a motion by Dave Piepkorn, seconded by Mike Redlinger, the Finance Committee voted to approve the attached three-way MOU between the NDSP, CRWUD and the City to identify infrastructure, cost share, ownership and operational responsibilities for water and wastewater services to the NDSP.

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

ATTEST:



 Tim Mahoney
 Finance Committee Chair

C: Commissioners

Memorandum

July 25th, 2022

To: Finance Committee
From: Jim Hausauer, Water Reclamation Utility Director *JH*
RE: North Dakota Soybean Processors/Cass Rural Water Users District/City of Fargo
Three Way Memorandum of Understanding (MOU) for Water and Wastewater Services

Background

The ND Soybean Processors (NDSP) are planning a soybean processing facility near Casselton, ND and requesting water and wastewater services from the City of Fargo and the Cass Rural Water Users District (CRWUD). The crushing plant will be located in the CRWUD water service territory and the MOU will follow the Tharaldson Ethanol model in terms of contracts and agreements. Similar to the Tharaldson Ethanol MOU in 2007, it involves a three party MOU between the NDSP, CRWUD and the City of Fargo. The specific cost-shares, ownership and operation responsibilities are identified in this three-way MOU.

Infrastructure Improvements & Financing

Improvements necessary to satisfy the request include expansion of Fargo's Effluent Reuse Facility (ERF) (constructed in 2007) and a transmission pipeline to deliver water from the Fargo WRF and wastewater return pipeline from NDSP. CRWUD will provide the financing for the infrastructure improvements, with the NDSP repaying the debt. Upon successful start-up, the new infrastructure is to be deeded to the City of Fargo to own & operate.

Water Quality Requirements

The Water Reclamation Facility's (WRF) secondary effluent meets the EPA's Clean Water Act Standards, but did not meet the high quality requirements of the ethanol plant in 2007. An ERF was constructed to incorporate ultrafiltration and reverse osmosis membrane technology to meet these requirements. The NDSP are asking for the same high quality water requirements.

Revenue Diversification

The WRF has provided water & wastewater services to the Tharaldson Ethanol Plant since 2007. This new project will provide another opportunity for revenue diversification for the City of Fargo. The quantities reflected in the letter of request estimate annual new revenue of approximately ~\$900,000.

Recommended Motion

Approve the attached three-way MOU between the North Dakota Soybean Processors, Cass Rural Water User District and the City of Fargo to identify infrastructure, cost share, ownership and operation responsibilities for water and wastewater services.

Revenue Diversification

The MOU for water and wastewater services provides another opportunity for revenue diversification for the City as detailed below:


- Delivered Water Fee (\$3.52 per thousand gallons) \$693,792/year
 - Return Wastewater Fee (\$2.30 per thousand gallons) \$302,220/year
- Estimated Total = \$996,012/year

Motion

On a motion by Troy Hall, seconded by Terry Ludlum, the Utility Committee voted to approve the attached three-way MOU between the NDSP, CRWUD, and the City to identify infrastructure, cost share, ownership and operation responsibilities for water and wastewater services to the NDSP.

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

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

- C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

Memorandum

August 3rd, 2022

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *JH*
RE: North Dakota Soybean Processors/Cass Rural Water Users District/City of Fargo
Three Way Memorandum of Understanding (MOU) for Water and Wastewater Services

Background

The ND Soybean Processors (NDSP) are planning a soybean processing facility near Casselton, ND and requesting water and wastewater services from the City of Fargo and the Cass Rural Water Users District (CRWUD). The crushing plant will be located in the CRWUD water service territory and the MOU will follow the Tharaldson Ethanol model in terms of contracts and agreements. Similar to the Tharaldson Ethanol MOU in 2007, it involves a three party MOU between the NDSP, CRWUD and the City of Fargo. The specific cost-shares, ownership and operation responsibilities are identified in this three-way MOU.

Infrastructure Improvements & Financing

Improvements necessary to satisfy the request include expansion of Fargo's Effluent Reuse Facility (ERF) (constructed in 2007) and a transmission pipeline to deliver water from the Fargo WRF and wastewater return pipeline from NDSP. CRWUD will provide the financing for the infrastructure improvements, with the NDSP repaying the debt. Upon successful start-up, the new infrastructure is to be deeded to the City of Fargo to own & operate.

Water Quality Requirements

The Water Reclamation Facility's (WRF) secondary effluent meets the EPA's Clean Water Act Standards, but did not meet the high quality requirements of the ethanol plant in 2007. An ERF was constructed to incorporate ultrafiltration and reverse osmosis membrane technology to meet these requirements. The NDSP are asking for the same high quality water requirements.

Revenue Diversification

The WRF has provided water & wastewater services to the Tharaldson Ethanol Plant since 2007. This new project will provide another opportunity for revenue diversification for the City of Fargo. The quantities reflected in the letter of request estimate annual new revenue of approximately ~\$900,000.

Recommended Motion

Approve the attached three-way MOU between the North Dakota Soybean Processors, Cass Rural Water User District and the City of Fargo to identify infrastructure, cost share, ownership and operation responsibilities for water and wastewater services:

MEMORANDUM OF UNDERSTANDING**BETWEEN****NORTH DAKOTA SOYBEAN PROCESSORS, LLC;
CASS RURAL WATER USERS DISTRICT; AND THE CITY OF FARGO****EXPRESSING THE CONSENSUS OF THESE PARTIES CONCERNING THE FUTURE
RESPONSIBILITY FOR CONSTRUCTION AND OPERATION OF SPECIFIED
INFRASTRUCTURE, A SUPPLY OF TREATED WASTEWATER, AND
TREATMENT OF PLANT WASTEWATER RETURN FLOW****1.0 PARTIES.**

This Memorandum of Understanding ("MOU") is between North Dakota Soybean Processors, LLC ("NDSP"); Cass Rural Water Users District ("CRWUD"), with a principal place of business in Kindred, North Dakota; and the City of Fargo ("City"), North Dakota.

2.0 PREAMBLE.

- 2.1** NDSP intends to construct a soybean processing plant near Casselton, North Dakota. The legal description of the exact location of the soybean processing plant site is set forth on the attached Exhibit A.
- 2.2** The parties recognize that development, operation, and maintenance of a supply of treated wastewater in the quality and of the quantity standards herein specified and development, operation, and maintenance of a delivery pumping and pipeline system are both therefore crucial to the successful operation of the soybean processing plant. Pursuant to the terms and conditions of this MOU, the City and CRWUD will provide up to 820,800 gallons per day (570 gpm) of Treated Wastewater to NDSP.
- 2.3** The parties recognize that development, operation, and maintenance of means of treatment of plant wastewater return flow and development, operation, and maintenance of a delivery pumping and pipeline system are both therefore crucial to the successful operation of the soybean processing plant. Pursuant to the terms and conditions of this MOU, the City and CRWUD will accept Plant Return Wastewater from NDSP of up to 360,000 gallons per day (250 gpm).
- 2.4** The parties recognize that public health and safety require that nothing in this MOU may result in activities that jeopardize the ability of CRWUD and the City to provide water and wastewater services to their constituent populations.
- 2.5** This MOU contains the outline of agreements between NDSP and CRWUD, and CRWUD and the City for the purchase of Treated Wastewater derived from the City's regional water reclamation facility. The MOU also contains the outline of agreements between NDSP and CRWUD and between NDSP and the City for the

delivery to and treatment of Plant Wastewater at the City's regional water reclamation facility. Additionally, the parties recognize that other agreements will be required to address financing and other issues. The Parties all recognize that approval of the City's City Commission and CRWUD's Board of Directors is required for all of the aforementioned agreements.

2.6 Bond counsel and underwriters counsel may require amendments to the terms of this MOU in order to underwrite bonds to finance the project. The parties agree to work together to accommodate amendments of this MOU that are deemed reasonably necessary in order to finance the project.

3.0 PROJECT INFRASTRUCTURE.

A schematic description of the general project infrastructure is shown on Exhibit B. For all project components CRWUD will construct under this MOU, CRWUD will not award any construction contracts for any project components or otherwise will not proceed with construction until NDSP files an acceptable letter of credit with CRWUD and until NDSP files with CRWUD any sum necessary to meet any reserve requirements mandated by the North Dakota Public Finance Authority or other lending institutions. A general description of the facilities and their ownership and operation will be as follows:

3.1 Treated Wastewater Supply Delivery Infrastructure.

3.1.1 Membrane Treatment Plant.

CRWUD will design and construct a Membrane Treatment Plant capable of producing up to 540,000 gallons per day (375 gpm) (with the possibility to expand to 820,800 gallons per day (570 gpm)) as permeate of Treated Wastewater to a quality pursuant to the specifications listed in the attached Exhibit C. In addition, CRWUD will design and construct a Treated Wastewater Pumping Station capable of creating sufficient motive force to deliver the quantity and rate of flow of Treated Wastewater reflected in Exhibit D from the Membrane Treatment Plant to the soybean processing plant site described in Exhibit A [the "Treated Wastewater Pumping Station"]. CRWUD will utilize a "Construction Management At-Risk" ("CMAR") contracting method for purposes of constructing the Membrane Treatment Plant and Treated Wastewater Pumping Station, in accordance with Chapter 48-01.2 of the North Dakota Century Code.

All CMAR contracts entered into for the project will include a Guaranteed Maximum Price comprised of the estimated cost of the work, a reasonable contingency amount, and reasonable fee payable to the CMAR firm (collectively, the "GMP"), and will contain customary and reasonable provisions regarding the unused contingency portion of the GMP to provide commercially reasonable incentives to the contractor and the CMAR firm to complete the work on time and within the estimated cost of the work under the CMAR contract.

The source for the water supply to the Membrane Treatment Plant will be the City's effluent stream from the City's regional water reclamation facility that will be diverted pursuant to Industrial Water Permit No. 5897 issued by the North Dakota State Engineer on May 22, 2007. The City will make the quantities of its effluent stream available, as provided in this MOU, pursuant to the schedule set forth in Exhibit D. The current estimated cost of the 540,000 gallons per day (375 gpm) Membrane Treatment Plant and the Treated Wastewater Pumping Station is \$14,500,000.00. Notwithstanding this current estimated cost, CRWUD will finance the cost of the Membrane Treatment Plant with repayment provided by NDSP. CRWUD will construct the Membrane Treatment Plant upon City-owned land near the City's regional water reclamation facility; the Treated Wastewater Pumping Station will also be upon City-owned land, within, adjacent to, or in the vicinity of the Membrane Treatment Plant. This location will be sited to allow a gravity flow of Treated Wastewater from the City's regional water reclamation facility to the contemplated Membrane Treatment Plant; however, if the parties conclude prior to approval of final design that the Membrane Treatment Plant will require influent pressures higher than those resulting from gravity flow, CRWUD will include necessary pumps as part of the Membrane Treatment Plant design and construction. CRWUD will provide the final design and Guaranteed Maximum Price including the contingency portion thereof (the "GMP") cost estimate of the Membrane Treatment Plant and the Treated Wastewater Pumping Station to the City and NDSP; NDSP may submit comments to CWRUD. CRWUD will not proceed with construction of the Membrane Treatment Plant and the Treated Wastewater Pumping Station until the City approves the final design. CRWUD will provide the final GMP cost estimate and the final design of the Membrane Treatment Plant and the Treated Wastewater Pumping Station to NDSP for review and comment prior to entering into any CMAR contracts for the project or proceeding with construction thereof. CRWUD will provide any proposed change order to a CMAR contract to NDSP for review and comment prior to signing any change order, and agrees to dispute any change order in good-faith if there is a good-faith basis to dispute the change order under the CMAR contract.

The City will make the Membrane Treatment Plant site land (including land for the Treated Wastewater Pumping Station) available to CRWUD via a ground lease for which the lease payment shall be \$10.00. The period of said ground lease shall extend to a point in time when construction of the Membrane Treatment Plant and Treated Wastewater Pumping Station is complete and Start-up of the Membrane Treatment Plant and Treated Wastewater Pumping Station is completed. The "Start-up" will be complete once all three of the following criteria are met: (1) successful commencement of operation of the Membrane Treatment Plant and Treated Wastewater Pumping Station; (2) thereafter for a period of six months during which time CRWUD shall provide, through its vendors

and/or contractors, training and support for the operation of the Membrane Treatment Plant and Treated Wastewater Pumping Station; and (3) the Membrane Treatment Plant and Treated Wastewater Pumping Station are capable of meeting the criteria identified in this MOU in terms of quantity and quality of Treated Wastewater. With respect to the third criterion, CRWUD, through its vendors and/or contractors as the case may be, shall be responsible for making whatever modifications to the Membrane Treatment Plant and Treated Wastewater Pumping Station as are necessary to meet the criteria identified in this MOU in terms of quantity and quality of Treated Wastewater. In the event the third such criterion has not been met within the six-month training and support period, CRWUD, through its vendors and/or contractors, shall be responsible for continuing to provide training, support and modifications as necessary to establish that the Membrane Treatment Plant and Treated Wastewater Pumping Station are capable of meeting the criteria identified in this MOU in terms of quantity and quality of Treated Wastewater, and the six-month training and support period shall be extended from month to month thereafter until Start-up is completed. CRWUD shall be responsible for ensuring that its bid specifications and contracts with vendors and/or contractors for the project, inclusive of the bid specifications and contracts for the Membrane Treatment Plant, the Treated Wastewater Pumping Station, and the Forcemains (as defined in Section 3.1.2): (1) contain firm deadlines in order for the project to meet the proposed construction timeline set forth on Exhibit H, with commercially reasonable liquidated damages for unexcused delays, set-off rights, etc. and obligations to proceed with the work on a time is of the essence basis and in a diligent and expeditious manner, provided, for clarity, CRWUD does not warrant or guarantee completion of construction of the project by a date certain; (2) contain customary and commercially reasonable change order provisions for construction contracts of this type, including a requirement that all parties to the contract must sign any change order for it to be effective and disputed change order procedures; and (3) provide for the training, support and modifications of the work as necessary to establish that the Membrane Treatment Plant and Treated Wastewater Pumping Station are capable of meeting the criteria identified in this MOU in terms of quantity and quality of Treated Wastewater, throughout the Start-up period (as the same may be extended from time to time as provided in this paragraph) until Start-up is complete as part of the costs of construction under such contracts; and CRWUD shall be responsible for exercising all rights and pursuing all remedies available to CRWUD under such contracts, including without limitation the pursuit of available liquidated damages and disputing any change order in good-faith if there is a good-faith basis to dispute the change order (the foregoing bid specifications and contracting requirements and CRWUD responsibilities, collectively, the "CRWUD Contracting Principles and Responsibilities"). CRWUD shall be responsible for all costs and expenses associated with

construction of the Membrane Treatment Plant and Treated Wastewater Pumping Station throughout construction thereof and the Start-up period. Beginning with, and during the Start-up period, as the same may be extended, the City will be responsible for providing staffing for the Membrane Treatment Plant and Treated Wastewater Pumping Station and for the costs associated with Operations and Maintenance; the provisions of Section 6 below regarding Operations and Maintenance (including payment therefore) shall take effect; provided, however, that notwithstanding the City's staffing and payment of costs during the Start-up period that CRWUD shall remain responsible for successful completion of construction and Start-up, and any liability associated therewith. Once construction is complete and successful and Start-up is also complete for the Membrane Treatment Plant and Treated Wastewater Pumping Station, CRWUD shall transfer, grant and convey to the City ownership of the same, by bill of sale, subject to assignment to the City of any contractor or vendor warranties for the Membrane Treatment Plant and Treated Wastewater Pumping Station, or any components thereof, to the extent permissible, and the ground lease shall terminate automatically. The purchase price to be paid by the City to CRWUD for the Membrane Treatment Plant and the Treated Wastewater Pumping Station shall be \$10.00. Any such transfer of ownership of the Membrane Treatment Plant and Treated Wastewater Pumping Station to the City shall be free and clear of any mortgages, liens or encumbrances; provided, however, that the debt payment obligations contemplated under this MOU do not constitute a mortgage, lien or encumbrance. Upon completion of construction and beginning of the Start-up period, the City will insure the Membrane Treatment Plant and Treated Wastewater Pumping Station. During the term of the ground lease up to the point of completion of construction and the beginning of the Start-up period, CRWUD will insure the Membrane Treatment Plant and Treated Wastewater Pumping Station. Once CRWUD transfers ownership to the City, the City will thereafter own, insure, operate, and maintain the Membrane Treatment Plant and the Treated Wastewater Pumping Station.

The City will install, own, insure, operate, and maintain a meter regarding Treated Wastewater supplied via the 12" Forcemain and a meter regarding Plant Wastewater return delivered via the 8" Forcemain; the City will permit CRWUD reasonable access to both meters for electronic data monitoring. In the event a new user of Treated Wastewater supplied via the 12" Forcemain is permitted under Section 19, CRWUD will install, own, insure, operate, and maintain separate meter(s) for any new user in order to measure and adjust NDSP's usage based upon the total less the amount on those separate meters.

CRWUD's design and construction of the Membrane Treatment Plant will include administrative office space for use by City staff (the "City Office Space"). All project estimates, bidding, and invoicing for the Membrane Treatment Plant will separate costs associated with the City Office Space

from other project costs. CRWUD will finance the cost of the City Office Space, with repayment provided by the City. Following development of the final GMP by CRWUD's CMAR firm, and following bid opening for the Membrane Treatment Plant, the City will pay CRWUD the estimated cost of the City Office Space, as indicated in CRWUD's Engineer's Statement of Costs. Upon completion of the Membrane Treatment Plant, if CRWUD's expenses and costs regarding the City Office Space exceeds the amount of the City's up-front payment, the City will reimburse CRWUD for the shortfall; similarly, if the final costs are less than the City's up-front payment, CRWUD will refund any excess funds to the City.

3.1.2 12" Forcemain.

CRWUD will design and construct a 12" Forcemain within the City from the Treated Wastewater Pumping Station to the CRWUD service area boundary. CRWUD will provide the final design and cost estimate of the 12" Forcemain to the City and NDSP; NDSP may submit comments to CRWUD. CRWUD will not award any construction contracts regarding the 12" Forcemain until the City approves the final design. CRWUD will provide the final design and cost estimate of this section of the 12" Forcemain, together with the final design and cost estimate of the section of the 12" Forcemain described in the next paragraph of this Section 3.1.2 (collectively, the "12" Forcemain"), and the 8" Forcemain described in Section 3.2.2 (exclusive of that portion of the 8" Forcemain for which NDSP is responsible for the design and construction thereof under Section 3.2.2), to NDSP for review and comment prior to entering into any construction contracts for the 12" Forcemain or the 8" Forcemain (collectively, the "Forcemains) or proceeding with construction thereof; NDSP may elect not to proceed with the project within thirty (30) days following its receipt of the final design and cost estimate of the Forcemains, if the final cost estimate exceeds the total current estimated cost of the Forcemains as set forth herein by more than ten percent (10%). CRWUD will provide any proposed change order to a construction contract for the 12" Forcemain or the 8" Forcemain described in Section 3.2.2 (exclusive of that portion of the 8" Forcemain for which NDSP is responsible for the design and construction thereof under Section 3.2.2) to NDSP for review and comment prior to signing any change order, and agrees to dispute any change order in good-faith if there is a good-faith basis to dispute the change order under the contract. The CRWUD Contracting Principles and Responsibilities described in Section 3.1.1 above shall apply to all bid specifications and construction contracts for the 12" Forcemain and the 8" Forcemain described in Section 3.2.2 (exclusive of that portion of the 8" Forcemain for which NDSP is responsible for the design and construction thereof under Section 3.2.2). CRWUD will be responsible for obtaining all necessary right-of-way easements, permits, governmental approvals, and/or licenses for construction and operation of this section of the 12" Forcemain; the City will assist CRWUD as reasonable and necessary. CRWUD will finance the

cost with repayment provided by NDSP. The City will own, insure, operate, and maintain this section of the 12" Forcemain following construction and installation by CRWUD.

CRWUD will design and construct a 12" Forcemain outside the City from the CRWUD service area boundary to (and inclusive of) a "12" valve located on NDSP's property (the "12" Valve Location"), as described in Exhibit A, which "12" valve will be upstream from the NDSP meter regarding Treated Wastewater described in Section 3.2.1 and the onsite storage facilities described in Section 3.1.3. CRWUD will provide the final design and cost estimate of the 12" Forcemain to NDSP; NDSP may submit comments to CRWUD. CRWUD will be responsible for, inter alia, obtaining any and all necessary right-of-way easements, permits, governmental approvals, and/or licenses for the construction and operation of the "12" valve and this section of the 12" Forcemain up to and inclusive of the "12" Valve Location. CRWUD will finance the cost with repayment provided by NDSP. CRWUD will own, insure, operate, and maintain this section of the 12" Forcemain upstream of the 12" Valve Location, inclusive of the "12" Valve Location (i.e., CRWUD will own, insure, operate and maintain the "12" Valve and "12" Valve Location), and NDSP will own, insure, operate, and maintain the section of the 12" Forcemain downstream of the 12" Valve Location, exclusive of the "12" Valve Location. NDSP will convey easements to CRWUD as necessary to install, operate, and maintain the "12" valve and the 12" Valve Location and those portions of the 12" Forcemain on property owned by NDSP.

The current estimated cost of the 12" Forcemain from the City's regional water reclamation facility to the soybean processing plant site and 12" Valve Location described in Exhibit A, inclusive of the "12" valve, is \$17,600,000.00.

3.1.3 On-Site Storage.

At NDSP's discretion, NDSP will design, install, construct, own, insure, operate, and maintain any on-site water storage facility NDSP deems necessary on NDSP's property, at NDSP's sole cost.

3.2 Plant Wastewater Return Infrastructure.

3.2.1 Return Pump Station.

NDSP will construct a 360,000 gallons per day (250 gpm) Return Pump Station on or near the NDSP soybean processing plant site described in Exhibit A capable of delivering Plant Wastewater return flow from the soybean processing plant to the City's collection system in the quantity and at the rates of flow shown on Exhibit E. The Plant Wastewater delivered will also be subject to the issuance of an Industrial User Permit and all

requirements and conditions required therein. The terms and conditions of the Industrial User Permit are additive, and are not an alternative to, the terms and conditions of this MOU. The form of the Industrial User Permit is attached hereto as Exhibit G. Moreover, the parties agree the City may require additional, other, and/or more stringent pretreatment requirements, if required due to a change in the law, or regulations, or if the substances or a combination thereof will otherwise, reasonably be expected to be injurious or deleterious of the City's Wastewater treatment facilities or their efficient operation or may or reasonably may be expected to result in the violation of any local, state, or federal law, regulation, or permit concerning wastewater treatment or the operation of the City's Wastewater facilities. Additionally, any other chemical or biological material that upsets or impedes operations of the City's regional water reclamation facility or the Membrane Treatment Plant will not be allowed. If the City determines it is necessary, CRWUD will delegate to the City any and all authority necessary for or incident to the City's ability to enforce any pretreatment regulations upon the delivery of Plant Wastewater. If the City finds it necessary to enforce any such additional pretreatment regulations, CRWUD will not be responsible to NDSP for any delays or interruptions. CRWUD will provide preliminary design details to NDSP regarding the wastewater return 8" Forcemain, including recommended length, size, pipe material, and pipe class, as well as discharge location for NDSP's consideration regarding its design of the Return Pump Station. NDSP will ultimately be responsible for the engineering and design of the Return Pump Station. NDSP will pay all costs associated with the Return Pump Station, and NDSP will own, insure, operate, and maintain the Return Pump Station.

NDSP will install, own, insure, operate, and maintain a meter regarding Treated Wastewater received via the 12" Forcemain and a meter regarding Plant Wastewater return NDSP delivers via the 8" Forcemain; NDSP will permit CRWUD reasonable access to both meters for electronic data monitoring.

3.2.2 8" Forcemain.

NDSP will design and construct an 8" Forcemain from the wastewater Return Pump Station at the NDSP soybean processing site described in Exhibit A to (and exclusive of) an "8" valve located on NDSP's property (the "8" Valve Location"), as described in Exhibit A, which "8" valve will be downstream of the NDSP meter regarding Plant Wastewater return described in Section 3.2.1. NDSP will be responsible for, inter alia, obtaining all permits, governmental approvals, and/or licenses for the construction and operation of this section of the 8" Forcemain up to (and exclusive of) the "8" Valve Location. NDSP will own, insure, operate, and maintain this section of the 8" Forcemain upstream of the "8" Valve Location, exclusive of the "8" Valve Location (i.e., CRWUD will design,

construct, own, insure, operate, and maintain the “8” Valve and the “8” Valve Location, as further provided in the next paragraph of this Section 3.2.2).

CRWUD will design and construct the “8” valve and “8” Valve Location and an 8” Forcemain outside the City from the 8” Valve Location to a valve located immediately east of Interstate 29, at the intersection of County Road 81 and 64th Avenue (the “Service Area Boundary Valve Location”). CRWUD will provide the final design and cost estimate of this portion of the 8” Forcemain to NDSP; NDSP may submit comments to CRWUD. CRWUD will be responsible for, inter alia, obtaining all necessary right-of-way easements, permits, governmental approvals, and/or licenses for the construction and operation of this section of the 8” Forcemain. CRWUD will finance the cost of this section of the 8” Forcemain with repayment provided by NDSP. CRWUD will own, insure, operate, and maintain the “8” Valve and the “8” Valve Location and this section of the 8” Forcemain. NDSP will convey easements to CRWUD as necessary to install, operate, and maintain the “8” Valve and the “8” Valve Location and this portion of the 8” Forcemain on property owned by NDSP.

CRWUD will design and construct an 8” Forcemain within the City from the CRWUD Service Area Boundary Valve Location to the City’s regional water reclamation facility. CRWUD will provide the final design and cost estimate of the 8” Forcemain to the City and NDSP; NDSP may submit comments to CRWUD. CRWUD will not award any construction contracts regarding the 8” Forcemain until the City approves the final design. CRWUD will be responsible for obtaining all necessary right-of-way easements, permits, governmental approvals, and/or licenses for construction and operation of this section of the 8” Forcemain; the City will assist CRWUD as reasonable and necessary. CRWUD will finance the cost of this section of the 8” Forcemain with repayment provided by NDSP. The City will own, insure, operate, and maintain this section of the 8” Forcemain following construction and installation by CRWUD.

The current estimated cost of the 8” Forcemain from the soybean processing plant and the “8” valve and the 8” Valve Location described in Exhibit A to the City’s regional water reclamation facility is \$9,800,000.00.

4.0 CAPITAL COSTS.

The City and NDSP will be entitled to review all invoices, design work, task orders, work orders, CMAR contracts, or other documentation of expenses attributed to the capital cost of the infrastructure that will be financed through CRWUD. Specifically, capital costs include reasonable bond counsel costs and fees, attorneys’ costs and fees, litigation costs incurred regarding the project or any component of the project, engineering services, design, bidding, equipment, materials, environmental services, right of way acquisition, permit acquisition, surveying, construction, construction inspection, interim financing

costs and labor costs associated with construction of the project, and other project-related costs. Capital costs do not include administrative time, office supplies, or overhead of City or CRWUD employees. NDSP will reimburse the City for actual, project-related costs incurred prior to the parties' execution of this MOU in the amount of \$23,415. NDSP will reimburse CRWUD for actual, out-of-pocket project-related costs incurred prior to the parties' execution of this MOU, provided the amount may not to exceed \$350,000, and such costs will not be included in the amount of any financing pursuant to this MOU; NDSP will reimburse CRWUD and the City for the foregoing project-related costs upon execution of this MOU and delivery of supporting evidence of such costs to NDSP. In addition, NDSP will pay CRWUD an administrative fee in the amount of \$50,000 (the "Administrative Fee") regarding, and as reimbursement for, CRWUD's costs and efforts expended seeking and securing SWC cost-share and arranging for and administering project financing. CRWUD will include the Administrative Fee as a capital cost within any bond issue or financing. Notwithstanding the foregoing, if CRWUD is unable to complete the project, and such inability is not the fault of NDSP or due to a condition or event of force majeure, then (i) NDSP shall be entitled to a refund of the Administrative Fee, if NDSP has already paid the Administrative Fee to CRWUD, or (ii) NDSP shall be excused from paying the Administrative Fee, if NDSP has not already paid the Administrative Fee.

If NDSP elects not to proceed with the project prior to the parties' execution of this MOU, or if NDSP elects not to proceed with the project within thirty (30) days following its receipt of the final GMP cost estimate and the final design of the Membrane Treatment Plant and the Treated Wastewater Pumping Station and the Forcemains as provided in Section 3.1.1 of this MOU, NDSP shall reimburse the City and CRWUD for project-related costs incurred by the City and CRWUD up to the date of such election, and NDSP shall pay the Administrative Fee to CRWUD. If, after the parties' execution of this MOU, a condition or event of force majeure prevents or prohibits the project or any performance under this MOU, then Section 35.0 of this MOU will govern, and the parties will proceed with reasonable diligence and best efforts to overcome the force majeure event or condition and remedy their inability to complete the project and otherwise perform under this MOU, but no right of termination will accrue to any party except as provided in Section 35.0, and no payment of the Administrative Fee will be required except as provided in the first paragraph of this Section 4.0.

At the request of NDSP, CRWUD sought and secured a grant commitment from the North Dakota State Water Commission (the "SWC") to defray the local costs of the project; CRWUD will administer any cost-share from the SWC. CRWUD does not make any warranties or representations regarding any promises, commitments, or actual cost-share from the SWC. With the exception of the City's obligation to reimburse CRWUD for costs associated with the City Office Space, NDSP will reimburse CRWUD for all capital costs, less any cost-share received from the SWC or any other parties. The separate financing agreement between CRWUD and NDSP will more specifically identify the timing of NDSP's reimbursement and debt service payment obligations; the parties anticipate NDSP's payment obligations will commence upon CRWUD's completion of construction of those project components for which CRWUD is responsible under this MOU and upon successful Start-up regarding the Membrane Treatment Plant, though the parties' separate financing agreement will contain and identify repayment timing in the event of

default by NDSP or in the event of a force majeure event or condition under Section 35.0. CRWUD proposes to work through the Bank of North Dakota, the North Dakota Public Finance Authority, or other lending institutions to sell bonds to finance the capital costs of project construction as identified herein, currently estimated at \$28,700,000. Notwithstanding this current estimated cost, any expenses above such estimate will be initially borne by CRWUD with repayment by NDSP; CRWUD and NDSP will enter into a separate agreement that more specifically defines NDSP's reimbursement and debt service payment obligations consistent with the terms of this MOU. In accordance with NDSP's request, any bond issue or other financing by CRWUD will include a 10-year repayment schedule. As security for NDSP's debt service obligations NDSP will secure and supply to CRWUD an irrevocable letter of credit in an amount equal to the amount CRWUD will finance, the principal balance of which shall be decreased on an annual basis to correspond to the principal balance of NDSP's remaining outstanding debt obligations to CRWUD; in addition, NDSP will file with CRWUD any sum necessary to meet any reserve requirements mandated by the North Dakota Public Finance Authority or other lending institutions; such reserve requirement shall be due and filed with CRWUD upon notice from the North Dakota Public Finance Authority. The separate agreement between CRWUD and NDSP will more specifically identify the amount and timing of any reserve requirements. CRWUD will not award any construction contracts for any project components or otherwise will not proceed with construction until NDSP files an acceptable letter of credit with CRWUD, as required under this Section.

5.0 RIGHT OF WAY ACQUISITION

CRWUD will use reasonable efforts to obtain any and all necessary right of way for the construction, operation, and maintenance of project components in accordance with this MOU. While CRWUD will seek to obtain all necessary right of way in an expeditious manner, the parties understand and recognize CRWUD may have to resort to eminent domain proceedings, and that eminent domain proceedings will involve litigation that may cause delays in meeting the schedule set out in Exhibit H. CRWUD does not make any warranty, either express or implied, regarding its ability to utilize its eminent domain authorities under North Dakota law for purposes of obtaining right of way for the project. Neither CRWUD nor any of its officers, agents, representatives, employees, or contractors will be liable or responsible for any damages or inconvenience, direct or indirect, arising as a result of any delays in obtaining right of way. NDSP will reimburse CRWUD for all costs of obtaining the requisite right of way required under this MOU, including CRWUD's attorneys' fees and costs. NDSP and the City will cooperate with CRWUD and will provide reasonable assistance regarding right of way acquisition.

6.0 OPERATION AND MAINTENANCE COSTS

6.1 Operation and Maintenance ("O & M") costs will include utility service fees; materials; labor; chemicals; cartridge filter replacement; membrane replacement; equipment maintenance; instrumentation and controls maintenance; pipeline locating services; pipeline repair; pipeline relocation due to road, legal, drainage, or other construction concerns; ongoing railroad permit fees; maintenance and repair of metering facilities; insurance; and staffing.

- 6.2 O & M costs of the Membrane Treatment Plant and Treated Wastewater Pumping Station will be borne by the City beginning with the Start-up period as defined in paragraph 3.1.1, above and continuing thereafter throughout the term of this MOU. With respect to capital cost outlays for replacement of components of the Membrane Treatment Plant and Treated Wastewater Pumping Station, once the same have been transferred by CRWUD to the City, at the successful completion of Start-up as provided in paragraph 3.1.1, the maximum amount of replacement costs the City will bear other than those listed in paragraph 6.1, above, shall be \$250,000 in any single calendar year, with NDSP to be responsible for payment of, or reimbursement of, the balance of such replacement costs.
- 6.3 The City will be responsible for providing all O & M costs associated with the Treated Wastewater Pumping Station, the 12" Forcemain from the City's regional water reclamation facility to the CRWUD service area boundary, the Plant Wastewater return 8" Forcemain from the CRWUD service area boundary to the City's regional water reclamation facility, and both meters referenced in Section 3.1.1.
- 6.4 CRWUD will be responsible for providing all O & M associated with the Treated Wastewater 12" Forcemain from the CRWUD service area boundary line with the City to the NDSP soybean processing plant site described in Exhibit A and the 8" Forcemain from the soybean processing plant to the CRWUD service area boundary line with the City.
- 6.5 NDSP will be responsible for providing all O & M associated with the portion of the 12" Forcemain downstream of the 12" Valve Location referenced in Section 3.1.2; the Plant Wastewater Return Pump Station and both meters referenced in Section 3.2.1; and the portion of the 8" Forcemain upstream of the "8" Valve Location referenced in Section 3.2.2.

7.0 PROPOSED AGREEMENT BETWEEN CITY AND CRWUD FOR TREATED WASTEWATER SUPPLY.

NDSP has requested water service from CRWUD for a Treated Wastewater supply with the quality parameters and in the quantities set forth herein. The City has authority pursuant to Industrial Water Permit No. 5897 (Priority Date for which is February 20, 2007, and issue date of May 22, 2007) granted by the North Dakota State Engineer; the permit allows the City to use a specified amount and rate of flow of its wastewater for industrial purposes provided it is in priority. So long as said permit remains in effect and in priority and so long as the wastewater supply is available pursuant to state water rights rules and regulations, the City will supply to CRWUD Treated Wastewater as provided herein, and CRWUD will supply Treated Wastewater to NDSP. While the actual number or volume delivered may fluctuate daily according to NDSP's needs, the City and CRWUD must be capable of delivering a maximum daily rate of flow of 540,000 gallons per day (375 gpm), 365 days per year, of Treated Wastewater when demanded by NDSP subject to the terms and conditions of this MOU. The minimum monthly volume of water to be supplied by the City and accepted by CRWUD will be 5.00 million gallons subject to the minimum "take or pay" provisions set forth

in this Section 7.0 and the other terms and conditions of this MOU. For clarity, CRWUD may accept less than the minimum monthly volume of water to be supplied by the City, but shall be obligated to pay for the monthly minimum volume of water pursuant to the minimum "take or pay" provisions set forth in this Section 7.0. The maximum monthly volume of water to be supplied by the City and accepted by CRWUD will be 16.74 million gallons at a maximum daily rate of flow of 540,000 gallons per day (375 gpm) subject to the minimum "take or pay" provisions set forth in this Section 7.0 and the other terms and conditions of this MOU.

Any deliveries above the stated maximum volume or above the maximum flow rate will not give rise to any continuing obligation to supply Treated Wastewater at any such increased volume or increased flow rate; provided, however, at NDSP's option and election, and at NDSP's sole cost and expense, the parties shall amend this MOU and the first paragraph of this Section 7.0 (and the first paragraph of Section 8.0), such that references to "540,000 gallons per day (375 gpm)" would be "820,800 gallons per day (570 gpm)" and references to maximum monthly volume of "16.74 million gallons" would be "25.914 million gallons." To effect this option and election to amend this MOU to increase the maximum volumes and maximum daily rates of flow, NDSP will first notify the City and CRWUD of its intention to exercise this option and the parties' agreement regarding the approximate date on which such election would take place, subject to NDSP approval of the cost estimates of the additional infrastructure and/or improvements to be provided by CRWUD, and subject to City approval of the final design. CRWUD will then provide the final design and cost estimate of the necessary upgrades and/or improvements to the Membrane Treatment Plant and the Treated Wastewater Pumping Station to meet the increased maximum monthly volumes of water at the increased maximum daily rate of flow to the City and NDSP; NDSP may submit comments to CRWUD. CRWUD will not award any construction contracts regarding the upgrades/improvements to the Membrane Treatment Plant and the Treated Wastewater Pumping Station or otherwise will not proceed with construction for the increased maximum volumes and maximum daily rates until the City approves the final design and until NDSP approves the final cost estimate; files its notice and election to exercise this option with the City and CRWUD; and files additional security with CRWUD. Regardless of whether or not NDSP elects to proceed, approves the final cost estimate, and files the requisite security with CRWUD, NDSP will reimburse CRWUD for CRWUD's costs incurred designing the necessary upgrades and/or improvements to the Membrane Treatment Plant and the Treated Wastewater Pumping Station.

The City will sell CRWUD Treated Wastewater derived from the City's regional water reclamation facility at a rate of \$3.52 per 1,000 gallons, with a minimum "take or pay" payment to be made by CRWUD to the City in the sum of \$17,600.00 per month (representing the minimum "take or pay" amount of 5.00 million gallons per month multiplied by \$3.52/1,000 gallons), based on a monthly calculation of minimum water use rather than a daily calculation of minimum water use, commencing the first of the month following the first full month of operations of the soybean processing plant by NDSP and continuing on the first of each month thereafter throughout the term of this MOU. Said monthly payments shall be in arrears, in payment for the prior month, and shall be subject to a quarterly "take or pay" true-up provision as provided below in this Section 7.0. To the extent that Treated Wastewater has been provided prior to the said first full month of

operations, payment shall be made based upon actual meter readings. This amount reflects the City's capital costs, O & M costs and water supply.

At the beginning of the sixth year after the first full month of operations of the soybean processing plant by NDSP, and every fifth year thereafter, the rate may be adjusted by the City in an amount equal to the following:

- a) As to the first \$1.75 of the actual rate of \$3.52 per 1,000 gallons of Treated Wastewater, said \$1.75 may be adjusted to such amount as is necessary to cover actual, documented, O & M costs as defined in Section 6 above, as may be established by the City. In the event any party disagrees with the adjustment, the parties agree to negotiate, in good faith; provided that if the parties cannot agree upon the amount of such adjustment the matter shall be decided by arbitration in accordance with the provisions of the Uniform Arbitration Act, N.D.C.C. Chapter 32-29.3, as the same may be amended from time to time.
- b) As to the remaining \$1.77 of the initial rate of \$3.52 per 1,000 gallons of Treated Wastewater, an increase to such amount equal to three and one-half percent of the rate applicable for the prior initial five-year period or subsequent five-year period. For example, with regard to the \$1.77 water rate component, in years six through ten, the remaining water rate component will be \$1.83 per 1,000 gallons. In years eleven through sixteen, the rate will be \$1.89 per 1,000 gallons, and so on every fifth year thereafter.

The City will provide written notice to CRWUD of any rate adjustments; rate adjustments will not require any amendment of this MOU.

To the extent that Treated Wastewater is provided in excess of the stated minimum volume of 5.00 million gallons per month, CRWUD shall pay the sum of \$3.52 per 1,000 gallons for said excess amounts, subject to a quarterly "take or pay" true-up based on a quarterly calculation of minimum water use rather than a monthly calculation of minimum water use. There shall be four defined quarters for each year. These quarters are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31. To the extent that Treated Wastewater is provided in any month in amounts *less than* the stated minimum volume of 5.00 million gallons per month, and the amount of Treated Wastewater provided in the applicable quarter inclusive of the shortfall month exceeds 15.00 million gallons, then CRWUD shall receive a credit against the monthly Treated Wastewater fees for the following month equal to the amount of the overpayment for the shortfall month. The quarterly "take or pay" true-up calculation shall commence the first defined quarter following the commencement of operations of the soybean processing plant by NDSP and continuing on the first of the month of every quarter thereafter throughout the term of this MOU. For example, if water usage in the first quarter totals 8.00 million gallons in the first month of the quarter, 3.00 million gallons in the second month of the quarter, and 7.00 million gallons in the third month, for a total water usage of 18.00 million gallons for the quarter, then CRWUD would receive a credit on the invoice for the water usage fees for the third month in the quarter (fees are paid in arrears) in an amount equal to the monthly overpayment(s) for Treated Wastewater during the quarter (in this example, the overpayment for 2.00 million

gallons in the second month of the three-month period). By way of further example, if water usage during the quarter was 4.00 million gallons in the first month, 3.00 million gallons in the second month, and 8.00 million gallons in the third month, provided the quarter minimum of 15.00 million gallons of Treated Wastewater was provided, CRWUD would receive a credit for the overpayment for 3.00 million gallons in months 1 and 2. No credit against a monthly invoice will reduce the fees below the monthly minimum payment of 5.00 million gallons of Treated Wastewater, and in such case the excess credit amount shall be carried over to the next month's water usage fees. Monthly Treated Wastewater fees will be based on meter readings at the Membrane Treatment Plant.

If the City is unable to deliver water expected pursuant to this MOU, the minimum payments anticipated will not be in effect during the period of time when the City is unable to deliver water.

8.0 AGREEMENT BETWEEN CRWUD AND NDSP FOR TREATED WASTEWATER SUPPLY.

NDSP has requested water service from CRWUD for a Treated Wastewater supply in the amounts set forth in Exhibit D. CRWUD agrees to sell the Treated Wastewater supply described in this MOU to NDSP as long as the City's Industrial Water Permit No. 5897 remains in effect and in priority; as long as the wastewater supply is available for the City to sell to CRWUD pursuant to state water rights rules and regulations; and as long as the City supplies to CRWUD Treated Wastewater as provided in this MOU. While the actual number or volume delivered may fluctuate daily according to NDSP's needs, the City and CRWUD must be capable of delivering a maximum daily rate of flow of 540,000 gallons per day (375 gpm), 365 days per year, of Treated Wastewater when demanded by NDSP subject to the terms and conditions of this MOU. The minimum monthly volume of water to be supplied by CRWUD and accepted by NDSP will be 5.00 million gallons subject to the minimum "take or pay" provisions set forth in this Section 8.0 and the other terms and conditions of this MOU. For clarity, NDSP may accept less than the minimum monthly volume of water to be supplied by CRWUD, but shall be obligated to pay for the monthly minimum volume of water pursuant to the minimum "take or pay" provisions set forth in this Section 8.0. The maximum monthly volume of water to be supplied by CRWUD and accepted by NDSP will be 16.74 million gallons at a maximum daily rate of flow of 540,000 gallons per day (375 gpm) subject to the minimum "take or pay" provisions set forth in this Section 8.0 and the other terms and conditions of this MOU.

Any deliveries above the stated maximum volume or above the maximum flow rate will not give rise to any continuing obligation to supply Treated Wastewater at any such increased volume or increased flow rate; provided, however, at NDSP's option and election, and at NDSP's sole cost and expense, the parties shall amend this MOU and the first paragraph of this Section 8.0 (and the first paragraph of Section 7.0), such that references to "540,000 gallons per day (375 gpm)" would be "820,800 gallons per day (570 gpm)" and references to maximum monthly volume of "16.74 million gallons" would be "25.914 million gallons." NDSP's option and election to amend this MOU to increase the maximum volumes and maximum daily rates shall be made and effected in accordance with the procedures described in the second paragraph of Section 7.0.

CRWUD agrees to sell Treated Wastewater obtained from the City to NDSP at a rate of \$4.27 per 1,000 gallons (the "CRWUD Per Thousand Rate"); however, NDSP will pay CRWUD a minimum monthly payment in the amount of \$21,350.00 per month (representing CRWUD's minimum "take or pay" amount of 5.00 million gallons per month multiplied by \$4.27/1,000 gallons) (the "CRWUD Minimum Monthly Payment"), based on a monthly calculation of minimum water use rather than a daily calculation of minimum water use, commencing the first of the month following the first full month of operations of the soybean processing plant by NDSP and continuing on the first of each month thereafter throughout the term of this MOU. Said monthly payments shall be in arrears, in payment for the prior month, and shall be subject to a quarterly "take or pay" true-up provision as provided below in this Section 8.0. To the extent that Treated Wastewater has been provided prior to the said first full month of operations, payment shall be made based upon actual meter readings.

At the beginning of the sixth year after the first full month of operations of the soybean processing plant by NDSP, and every fifth year thereafter, the CRWUD Per Thousand Rate may be adjusted by CRWUD as follows:

- a) In any year the City would be entitled to an adjustment in its price to CRWUD, CRWUD will be entitled to adjust the CRWUD Per Thousand Rate (the "Pass-Through Right"). The CRWUD Per Thousand Rate adjustment will include the equivalent of the City's increase and, at CRWUD's reasonable discretion, an additional reasonable increase. In the event any party disagrees with the adjustment, the parties agree to negotiate, in good faith; provided that if the parties cannot agree upon the amount of such adjustment the matter shall be decided by arbitration in accordance with the provisions of the Uniform Arbitration Act, N.D.C.C. Chapter 32-29.3, as the same may be amended from time to time.

CRWUD will provide written notice to NDSP of any rate adjustments pursuant to the Pass Through Right; adjustments will not require any amendment of this MOU.

To the extent that Treated Wastewater is provided *in excess* of the stated minimum volume of 5.00 million gallons per month, NDSP shall pay the sum of \$4.27 per 1,000 gallons for said excess amounts, subject to a quarterly "take or pay" true-up based on a quarterly calculation of minimum water use rather than a monthly calculation of minimum water use. There shall be four defined quarters for each year. These quarters are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31. To the extent that Treated Wastewater is provided in any month in amounts less than the stated minimum volume of 5.00 million gallons per month, and the amount of Treated Wastewater provided in the applicable quarter inclusive of the shortfall month exceeds 15.00 million gallons, then NDSP shall receive a credit against the monthly Treated Wastewater fees for the following month equal to the amount of the overpayment for the shortfall month. The quarterly "take or pay" true-up calculation shall commence the first defined quarter following the commencement of operations of the soybean processing plant by NDSP and continuing on the first of the month of every quarter thereafter throughout the term of this MOU. For example, if water usage in the first quarter totals 8.00 million gallons in the first month of the quarter, 3.00 million

gallons in the second month of the quarter, and 7.00 million gallons in the third month, for a total water usage of 18.00 million gallons for the quarter, then NDSP would receive a credit on the invoice for the water usage fees for the third month in the quarter (fees are paid in arrears) in an amount equal to the monthly overpayment(s) for Treated Wastewater during the quarter (in this example, the overpayment for 2.00 million gallons in the second month of the quarter). By way of further example, if water usage during the quarter was 4.00 million gallons in the first month, 3.00 million gallons in the second month, and 8.00 million gallons in the third month, provided the quarterly minimum of 15.00 million gallons of Treated Wastewater was provided, NDSP would receive a credit for the overpayment for 3.00 million gallons in months 1 and 2. No credit against a monthly invoice will reduce the fees below the monthly minimum payment of 5.00 million gallons of Treated Wastewater, and in such case the excess credit amount shall be carried over to the next month's water usage fees. Monthly water supply fees will be based on meter readings at the Membrane Treatment Plant.

If CRWUD is unable to deliver water expected pursuant to this MOU, the minimum payments anticipated will not be in effect during the period of time when CRWUD is unable to deliver water, provided that if the City is unable to deliver water expected pursuant to this MOU, CRWUD will not be liable to NDSP.

9.0 AGREEMENT BETWEEN NDSP AND CRWUD FOR PLANT WASTEWATER RETURN.

NDSP will pump and move Plant Wastewater from the soybean processing plant, via CRWUD's 8" Forcemain, to the beginning of the City's 8" Forcemain and ultimately to the City's regional water reclamation facility. The previously stated charges identified in this MOU include the operation and maintenance of the 8" Forcemain located within CRWUD's territory.

10.0 AGREEMENT BETWEEN NDSP AND CITY FOR PLANT WASTEWATER RETURN.

NDSP will contract with the City for treatment of Plant Wastewater Return Flow conveyed from the soybean processing plant to the City's regional water reclamation facility. While the actual amount may fluctuate depending on NDSP's operations, the City will accept up to 360,000 gallons per day (250 gpm) of wastewater return flow subject to the terms and conditions of this MOU. NDSP shall be subject to and must comply with the City of Fargo's Sewer Use Ordinances and will also be required to obtain an Industrial User Permit from the City for the Plant Wastewater Return Flow and will be subject to any other pretreatment regulations required by the City, as the same requirements and regulations may be amended from time to time by the City as to the City's other industrial permittees. The parties anticipate issuance and execution of an Industrial User Permit at a later date, following the parties' execution of this MOU; the Industrial User Permit must be renewed and reissued pursuant to federal regulations. The foregoing are intended as additional, but not alternative, to the provisions of Paragraph 3.2.1, above. Except as provided herein, NDSP shall bear all cost of compliance with these conditions.

The maximum volume of Plant Wastewater Return to be supplied by NDSP and accepted by the City will be 11.16 million gallons per month at a maximum daily rate of flow of

360,000 gallons per day (250 gpm) subject to the terms and conditions of this MOU. The City agrees to accept and NDSP agrees to pay for the Plant Wastewater Return at a rate of \$2.30 per 1,000 gallons subject to the terms and conditions of this MOU. The rate may be increased by the City so that the service fee for Plant Wastewater Return is then equal to the wastewater service fee levied against other industrial users within the city, as approved by resolution of the Board of City Commissioners. Monthly Plant Wastewater Return fees will be based on meter readings at the City's wastewater return meter.

In addition, the City reserves the right to apply high strength surcharges to the wastewater return if the concentrations of BOD or TSS exceed 275 ppm each. Initially the surcharges will be \$45 per 1,000 pounds of BOD in excess of 275 ppm and \$50 per 1,000 pounds of TSS in excess of 275 ppm. The surcharges may be increased by the City so that the surcharges to the wastewater return for excess concentrations of BOD or TSS is then equal to the high strength surcharges levied against other industrial users within the City, as approved by resolution of the Board of City Commissioners. In addition, the City reserves the right to apply a surcharge if nitrogen and phosphorous levels exceed normal domestic strength as the North Dakota Department of Environmental Quality and the U.S. Environmental Protection Agency may require the City to meet nitrogen and phosphorous limits in future discharge permits. The City will address any nitrogen and phosphorous surcharges in any future Industrial Pretreatment Permit. NDSP's surcharge will be equal to the surcharge levied against other industrial users within the city, as approved by resolution of the Board of City Commissioners. Additionally, NDSP's Wastewater Return will be subject to numeric limits for pollutant concentrations and/or loadings. Numeric limits will be established to protect the City's Publicly Owned Treatment Works ("POTW") and the Red River of the North as required by 40 C.F.R. § 403. Numeric limits for NDSP's Wastewater Return will be determined during the Industrial User Permit process. In addition to the surcharges identified in this Section, the City may address additional contaminants of concern in the City's Industrial Pretreatment Permit.

Subject to the terms and conditions of this MOU the City will not charge NDSP for the cost of returning any residuals from backwash and membrane concentrate from the Membrane Treatment Plant processes to the City's regional water reclamation facility.

11.0 SUPPLY INTERRUPTIONS.

The parties recognize that periodic interruptions in the supply of treated wastewater or the transmission of return wastewater will occur and may be necessary as a result of breakdowns, repairs, and maintenance, including all O&M items as described in this MOU. Both the City and CRWUD may discontinue or reduce the amount of treated wastewater or return wastewater for the purpose of maintaining, repairing, replacing, investigating, or inspecting any of the facilities and works necessary for the furnishing of treated wastewater or the transmission of return wastewater, provided the City and CRWUD shall at all times use reasonable best efforts to minimize the duration of the supply interruption and shall coordinate with NDSP and its planned plant downtimes to the extent possible to minimize the duration of the supply interruption and the economic consequences of the supply interruption to NDSP. To the extent possible, the City and CRWUD will give NDSP reasonable notice in advance of any discontinuance or reduction, though the parties

recognize advance notice may not be possible in case of an emergency. The City and CRWUD will act diligently and use reasonable best efforts to correct any interruptions, taking into consideration the nature of any given interruption. In no event will any liability accrue against the City or CRWUD or any of their officers, employees, agents, or representatives, for any lost profits, lost revenues, consequential damages, or any other damages or inconvenience, direct or indirect, arising from any discontinuance or reduction in service as a result of breakdowns, repairs, maintenance, replacements, investigations, or inspections unless the damages are directly caused by the intentional action or gross negligence of the City or CRWUD or any of those parties' officers, employees, agents, or representatives.

12.0 TERM OF MOU.

The effective date of this MOU and the agreements called for herein is the date the last signatory signs the MOU and all of the agreements called for herein. The MOU and all of the agreements called for herein will be in effect through the later of (1) 20 years from the date of commencement of full operation of all components discussed in this MOU, or (2) the date of the final bond repayment payment by NDSP. Construction of the Membrane Treatment Plant and any other water supply or wastewater return infrastructure described herein (e.g., sampling, flow monitoring, odor/corrosion control, etc.) shall not begin until all parties have signed this MOU and other necessary agreements. NDSP may elect to terminate this MOU or any of the agreements called for herein prior to dates described above so long as all of the bonds referenced in this agreement have been retired and all costs for the facilities described herein have been recouped by the City and CRWUD.

NDSP will have the option to renew the MOU and all of the agreements called for herein for three additional ten-year terms, provided, however, that NDSP may only exercise the second and third ten-year term options if it has exercised the prior ten-year term option. Further NDSP's right to exercise said options are only valid if NDSP is not then in default of the existing agreements established between the parties hereto. NDSP shall provide written notification to CRWUD and the City of the exercise of any option no earlier than 365 days and no later than 180 days prior to the end of the MOU term, or the end of an option period, as the case may be.

NDSP agrees and recognizes CRWUD has exclusive jurisdiction to provide water service to NDSP's soybean processing plant in accordance with 7 U.S.C. § 1926(b) and N.D. Cent. Code § 6-09.4-22. With that in mind, upon the termination of this MOU, by law NDSP cannot, and agrees it will not, seek or obtain water service from any other providers, and NDSP, the City and CRWUD will negotiate the terms of any water supply and wastewater discharge to and from the NDSP Property and to and from the soybean processing plant on the NDSP Property.

13.0 WATER PERMIT – EFFECT.

The City has obtained a 2007 industrial water permit from the North Dakota State Engineer to supply CRWUD with the requested Treated Wastewater supply, specifically,

Industrial Water Permit No. 5897 (Priority Date for which is February 20, 2007, and issue date of May 22, 2007, copy attached as Exhibit F). All parties recognize that Treated Wastewater may be delivered only when the rights granted by the subject 2007 State Water Permit allow the lawful diversion of the Treated Wastewater pursuant to the laws and administrative regulations of the State of North Dakota controlling water rights.

The parties acknowledge the City's 2007 industrial water permit is sufficient to allow some increase in Treated Wastewater water supply to the soybean processing plant that may accommodate a future soybean processing plant expansion at the site described in Exhibit A. The parties also acknowledge that the Membrane Treatment Plant, Treated Wastewater Pump Station, 12" Forcemain, Plant Wastewater Return Pump Station, and 8" Forcemain are sized to accommodate the quantities as shown on Exhibit D and Exhibit E. In the event that NDSP wishes to expand its soybean processing plant and therefore wishes to obtain additional Treated Wastewater, then, in such event, so long as NDSP is not in breach of any provisions of this MOU, and its successor agreements, the industrial use permit and has arrangements in place for whatever additional infrastructure is necessary to treat (e.g. reverse osmosis treatment) and transport said additional water and so long as the City has additional Treated Wastewater available for use, under the City's said Industrial Use Permit Number 5897, by NDSP (via CRWUD), the City will sell such available additional Treated Wastewater. The subject available additional Treated Wastewater will be provided by the City to CRWUD which, in turn, will provide the Treated Wastewater to NDSP in the same manner as provided herein. With respect to such additional infrastructure necessary to treat and transport said additional water, neither CRWUD nor the City shall be obligated to design, construct or finance such infrastructure; any modifications or improvements to any components owned by CRWUD or the City to accommodate any expansion will require written agreement between NDSP and those parties. The purchase price to be paid by NDSP to CRWUD and, in turn, by CRWUD to the City shall be the same as the then-existing rates pursuant to this MOU, or the agreements entered into pursuant hereto.

Pursuant to the terms and conditions of the May 22, 2007, Water Permit under optimum permit conditions the City may divert up to 4,480 acre-feet per year for industrial use. This MOU establishes the sale of a portion of the water available to the City pursuant to that Water Permit. The City agrees that any subsequent agreements it enters for industrial use of the effluent from its regional water reclamation facility will be secondary and inferior to the provision of treated wastewater pursuant to this MOU to NDSP for industrial uses. NDSP recognizes the City does not have control over the State of North Dakota's decisions regarding limitations of diversions under the aforesaid May 22, 2007, Water Permit. Nevertheless, the City will recognize NDSP's interests herein when entering any future agreements concerning the supply of wastewater from its regional water reclamation facility for industrial purposes.

To the extent any federal or State law limits, or any federal or State official takes action to limit, wastewater available under the May 22, 2007, Water Permit or otherwise deems NDSP's use of such treated Wastewater unlawful, the City hereby authorizes NDSP to take action, legal, administrative or otherwise, subject to the good faith approval of the City, to

enforce the rights NDSP has pursuant to this MOU to a portion of the flow available pursuant to said Water Permit.

14.0 CONTINGENCIES.

The responsibilities of the parties herein are contingent upon NDSP and the City approving all of the financing terms of CRWUD, which approval may not be unreasonably withheld; upon the execution by the parties of the various separate agreements, leases, and easements contemplated under this MOU; upon NDSP's filing of an acceptable irrevocable letter of credit with CRWUD; and upon NDSP filing with CRWUD any sum necessary to meet any reserve requirements mandated by the North Dakota Public Finance Authority or other lending institutions.

15.0 DELAYS.

Time is of the essence for purposes of this MOU. The parties agree to make good faith, reasonable best efforts to meet the schedule shown on Exhibit H.

16.0 LIABILITY.

The parties are responsible for the construction and insurance of their respective owned or leased facilities as identified herein, including adequate insurance for all employees. When the City comes into ownership of any such facilities, then it will be responsible for insurance of its respective facilities as identified herein, including adequate insurance for all employees. Each party will assure that all of their own employees, agents or contractors who may be working at or on the facilities owned or operated by another party are adequately covered by the first party's insurance and workmen's compensation policies. If any litigation arises among the parties out of this MOU or any of the agreements called for herein, each of the parties agree to bear their own costs and legal fees that may result. If any third party commences litigation against CRWUD or the City to prevent or prohibit construction of any project component, or if CRWUD or the City must commence litigation to meet its obligations to construct any project component, NDSP will reimburse CRWUD and the City for their costs incurred, including reasonable attorneys' fees and costs.

CRWUD makes no independent warranties or representations, and explicitly waives any and all warranties or representations, express, implied, or statutory, including implied warranties of fitness for a particular purpose or of merchantability, regarding the project or any portion or component of the project. The City and NDSP agree and acknowledge the warranties contained in CRWUD's contracts with its engineers, CMAR firm, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties are the only warranties regarding the project. In no event will any liability accrue against CRWUD, or any of its officers or employees, for any damages or inconvenience, direct or indirect, arising from any defective design or construction by any of CRWUD's engineers, CMAR firm, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties to properly design, procure, construct, install, or provide any portions of the project, unless the damages are directly caused by the intentional action or negligence of

CRWUD, its officers or employees. NDSP or the City may pursue any of CRWUD's engineers, CRWUD's CMAR firm, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties for their failure to properly design, procure, perform, construct, install, or provide any portions of the project. To the extent permissible, CRWUD will assign any warranties, representations, or indemnities granted to CRWUD, including all remedies for breach, in any contracts with any of its engineers, CMAR firm, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties to the City and NDSP in the event either of those parties elects to pursue any claims for alleged defects. To the extent CRWUD cannot assign any warranties, representations, or indemnities to the City or NDSP for any failure to properly design, procure, perform, construct, install, or provide any portions of the project, CRWUD will cooperate, if necessary and reasonable, to enforce warranties and indemnities on behalf of the City or NDSP at those parties' expense.

17.0 NO RIGHTS CONFERRED.

It is understood and agreed to by the parties that this MOU and agreements made pursuant thereto shall confer no permanent rights in such Treated Wastewater upon CRWUD or NDSP, nor shall any future needs for water by CRWUD or NDSP enable either CRWUD or NDSP to make claim against the City for any of the City's Treated Wastewater, other water, or water rights beyond the agreements set forth in this MOU and agreements made pursuant thereto.

18.0 DEBT PAYMENTS TO CRWUD UNCONDITIONAL.

NDSP's obligations to make full and timely debt service payments to CRWUD, to maintain an effective letter of credit, to meet any reserve requirements as mandated by the North Dakota Public Finance Authority or any other lending institution, and to reimburse CRWUD for all project costs are unconditional; any inability or failure by the City or CRWUD to meet their obligations under this MOU due to conditions or events of force majeure will not impact or limit NDSP's obligations. Further, CRWUD shall not be liable to NDSP for the City's inability or failure to meet its obligations under this MOU through no fault or negligence of CRWUD.

19.0 USE OF TREATED WASTEWATER.

The Treated Wastewater supplied under this MOU and agreements made pursuant thereto shall only be usable by NDSP for direct use and storage for industrial uses at the soybean processing plant to be located at the site specified in Exhibit A; NDSP may not resell or otherwise alienate the Treated Wastewater provided to NDSP under this MOU. With the exception of Industrial Use Water Permit Number 5897 (Priority Date for which is February 20, 2007, and issue date of May 22, 2007), it will be NDSP's sole responsibility, at its sole expense, to obtain any and all legal or regulatory adjudications, permits or approvals necessary for its use of the Treated Wastewater on its premises. To the extent it may be necessary, the City approves NDSP pursuing the legal or regulatory adjudications, permits or approvals necessary for its use of the Treated Wastewater on its

premises. This approval does not however include modification of the May 22, 2007, Water Permit.

The parties recognize the Membrane Treatment Plant and the 12" Forcemain contemplated under this MOU are and/or may become capable of treating and supplying Treated Wastewater in excess of the maximum monthly volume and maximum daily rates of flow the City and CRWUD have agreed to supply to NDSP under this MOU, as such maximum amounts may be increased at the option of NDSP as further provided herein. To the extent the sale of any Treated Wastewater to any other party does not interfere with the maximum daily rates of flow of Treated Wastewater the City and CRWUD is obligated to supply to NDSP under this MOU (540,000 gallons per day (375 gpm), 365 days per year, subject to increase to 820,800 gallons per day (570 gpm), 365 days per year as further provided herein), and as long as the supply to any other party does not interfere with NDSP's rights under this MOU, the City and CRWUD may contract with other parties subsequent to the parties' execution of this MOU for the sale of Treated Wastewater. However, the parties agree NDSP's rights to Treated Wastewater under this MOU will be superior to the rights of any other parties.

20.0 NO OPPOSITION TO FARGO WATER MATTERS.

From the effective date of this MOU through the conclusion hereof, NDSP agrees that neither they nor any successors, if any are allowed, will oppose the City or CRWUD in any Water Permit Applications filed by the City or CRWUD, so long as the new permit applications do not adversely impact NDSP or CRWUD's rights hereunder.

21.0 NON-BUSINESS DAYS.

If any date for any action under this MOU or agreements made pursuant thereto falls on a Saturday, Sunday, or a day that is a "legal holiday" as such term is defined in Rule 6. of the North Dakota Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

22.0 LEGAL FEES

NDSP will reimburse CRWUD and the City for any and all legal fees they incur which in any way relate to negotiations between the parties; the drafting of this MOU; the drafting of any other agreements, leases, or easements contemplated under this MOU; and/or any other documents pertaining to the agreements between the parties, in performing due diligence, and in advising their respective clients regarding this transaction. Under no circumstance will CRWUD and the City be responsible for paying any attorneys' fees incurred by NDSP.

23.0 ENTIRE AGREEMENT OF THE PARTIES.

This writing constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, negotiations, representations, and understandings of the parties with respect to the subject matter contained herein, except for the other

agreements, leases, and easements contemplated under this MOU. None of the parties have relied upon any fact or representation not expressly set forth herein.

24.0 AMENDMENT.

This MOU may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by all parties hereto, provided that NDSP may terminate as provided in Section 12 of this MOU.

25.0 VENUE.

Venue for the trial of any action arising out of any dispute hereunder shall be exclusively in the District Court in and for the County of Cass, State of North Dakota.

26.0 GOVERNING LAW.

This MOU and agreements made pursuant hereto and their application shall be construed in accordance with the laws of the State of North Dakota.

27.0 JOINT DRAFT.

The parties hereto, with each having the advice of legal counsel and an equal opportunity to contribute to its content, drafted this MOU jointly.

28.0 NO CREATION OR ABROGATION OF POWERS.

This MOU is intended to describe the rights and responsibilities of and among the named parties and is not intended to and shall not be deemed to confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the City, CRWUD, NDSP, or any other entity not a party hereto.

29.0 SEVERABILITY.

In the event any court of competent jurisdiction finds any provision or part of this MOU is invalid, illegal, or unenforceable, that portion shall be deemed severed from this MOU; however, the parties shall reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of such finding.

30.0 NON-ASSIGNABILITY AND NO SUBLEASES.

Except as discussed herein, none of the parties may assign their rights or delegate their duties under this MOU and agreements made pursuant hereto without the prior written consent of all of the other parties, which consent will not be unreasonably withheld. The assignor or delegator shall be responsible for providing appropriate information, including financial information that establishes that the assignee or delegate is capable of meeting all the responsibilities of the assignor or delegator, including all financial responsibilities. Prior to any such assignment or delegation of duties under this MOU, the assignor or delegator, as the case may be, shall give reasonable notice to the other parties so that arrangements can be made for an appropriate transition.

31.0 SUCCESSORS AND ASSIGNS.

This MOU and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

32.0 WAIVER OF BREACH.

Waiver of breach or delay in enforcing any of the provisions of this MOU or agreements made pursuant hereto by any of the parties shall not constitute a continuing waiver of any subsequent breach by any party of either the same or any other provision of this MOU and agreements made pursuant hereto.

33.0 HEADINGS FOR CONVENIENCE.

Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this MOU.

34.0 NOTICE.

Unless otherwise stated herein, any notices, demands, or other communications required or desired to be given under any provision of this MOU and agreements made pursuant hereto shall be given in writing, to be delivered personally, or sent by certified or registered mail, return receipt requested, first-class postage prepaid, to the following:

To the City: City Auditor
 Fargo City Hall
 225 4th St. N., Fargo, ND 58102
 and
 Water Reclamation Utility Director
 Water Reclamation Facility
 3400 North Broadway
 Fargo, ND 58102

To CRWUD: Cass Rural Water Users District
 PO Box 98
 Kindred, North Dakota 58051-0098

To NDSP: North Dakota Soybean Processors, LLC
 2701 Bluff Rd.
 Mount Vernon, IN 47620-8521

or as to such other addresses as any of the parties may hereafter from time to time designate by written notice to the other parties in accordance with this paragraph. Notice shall be effective upon receipt.

35.0 FAILURE TO PERFORM DUE TO FORCE MAJEURE.

Subject to the terms and conditions in this Section, no party to this MOU and agreements made pursuant hereto shall be liable for any delay or failure to perform under this MOU and agreements made pursuant hereto due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: A) the non-performing party gives the other parties prompt written notice describing the particulars of the occurrence of the force majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and C) the non-performing party proceeds with reasonable diligence and best efforts to overcome the force majeure event or condition and remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay, failure, or inability of a party to perform its obligations under this MOU and agreements made pursuant hereto caused by events beyond the party's reasonable control, not upon request or lobbying of any other party hereto or any third party, and without the fault or negligence of the non-performing party, including, without limitation: A) changes in state or federal law or administrative practice concerning, water rights administration, water quality or stream flow requirements; B) changes in state water rights administrative practice concerning the use of Treated Wastewater through agreements for use at locations other than Fargo (North Dakota) or the treatment of Plant Wastewater; C) acts of God; D) sudden actions of the elements such as floods, earthquakes, storms, or tornadoes; E) sabotage; F) vandalism beyond that which can be reasonably prevented by the party; G) terrorism; H) war; I) riots; J) fire; K) explosion; L) unusual extreme weather conditions; M) blockades; N) insurrection; O) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); P) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, and only if the actions are not initiated or otherwise encouraged by any of the parties; Q) inability, despite due diligence, to obtain required licenses, permits or approvals; R) changes of law relating to financial obligations, revenues and budgetary matters concerning North Dakota local governments and only if the actions are not initiated or otherwise encouraged by any of the parties; S) infrastructure failures beyond the control of the City, CRWUD or NDSP; and T) any order from a court of competent jurisdiction, from an administrative agency of competent jurisdiction, or from any arbitrator procured by any of the parties as required or permitted under the terms of this MOU that would prevent or prohibit any of the parties under this MOU from performing their obligations. In the event a force majeure event or condition prevents the City or CRWUD from delivering any of the agreed upon amounts of Treated Wastewater, the City and/or CRWUD will not be entitled to any payment for Treated Wastewater that is not delivered. In the event a force majeure event or condition prevents the City from treating any of the agreed upon amounts of Plant Wastewater, neither the City nor CRWUD will be entitled to any payment for Plant Wastewater that is not treated. In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this MOU and agreements made pursuant hereto beyond their stated term, provided, for

clarity, delay or failure of performance caused by any conditions or events of force majeure shall extend the schedule set out in Exhibit H. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than 24 months from its occurrence or inception as noticed pursuant to this paragraph, the party not claiming force majeure may, at any time following the end of such 24-month period, terminate this MOU and agreements made pursuant hereto upon written notice to the party claiming force majeure, without further obligation except as to costs and balances incurred prior to the effective date of such termination. If there are two parties that are not claiming force majeure, both parties must agree to terminate the MOU in order for this provision to be effective.

Notwithstanding the above, any force majeure event or condition or any inability or failure by the City or CRWUD to meet their obligations under this MOU due to a force majeure event or condition will not limit or impact NDSP's obligations to make full and timely debt service payments to CRWUD, to maintain an effective letter of credit, to meet any reserve requirements mandated by the North Dakota Public Finance Authority or other lending institutions, and to reimburse CRWUD for all project costs. In the event of any inability or failure by the City or CRWUD to meet its obligation as a result of force majeure event or condition, any and all minimum "take or pay" requirements will no longer be in effect during such period of force majeure.

36.0 SUSPENSION OF SERVICE FOR NONPAYMENT.

If any payment due the City is not made within 60 days of the date of the City's delivery of an invoice therefor, the City shall give notice to NDSP of such nonpayment and describing the amount due. NDSP may pay such amount due on behalf of CRWUD, and if NDSP makes such a payment, then NDSP shall be entitled to offset such payment against other amounts due from NDSP to CRWUD. If payment of past-due amounts are not paid within 30 days after delivery of the notice to NDSP, then the City may suspend delivery of Treated Wastewater and the treatment of Plant Wastewater until such payment, and any monetary penalties imposed by the City are fully paid. If CRWUD fails to make payment to the City, the City shall make demand for payments directly to NDSP, and will continue to provide water service through CRWUD infrastructure to NDSP if NDSP makes payment directly to the City for the delinquent water service contract. If any payment due CRWUD from NDSP is not made within 60 days of the date of CRWUD's delivery of an invoice therefor, the City shall, upon receipt of notice from CRWUD, suspend delivery of Treated Wastewater and the treatment of Plant Wastewater until such payment, and any late payment charges or other monetary penalties imposed by CRWUD are fully paid.

37.0 INTENT OF MOU.

This MOU shall be integrated into additional agreements between NDSP and CRWUD, between CRWUD and the City, and between NDSP and the City; however, this MOU shall remain in full force and effect and govern the rights and liabilities of the parties except as modified by said additional agreements.

38.0 CROSS-DEFAULT.

This MOU and the agreements contemplated herein shall be cross referenced and constructed so that a breach of any agreement will trigger a breach in all such agreements by the breaching party. Additional remedies available to any adversely affected party will also be available to all adversely affected parties.

39.0 PAYMENT OF ADJUSTED RATE IN EVENT OF DISPUTE.

In the event any dispute arises with respect to the amount of adjustment to any rates or charges under this MOU, the party obligated to make payment shall be obligated to continue paying the rate then in effect (in other words, the rate in effect for the prior five-year period) and once any dispute is resolved, the payor will make payment of any balance due as a result of the resolution going back to the commencement of the five-year term in question. Said payment of balance due will be made no later than 30 days after the dispute is resolved and payment of such balance due shall carry interest at a rate of six percent (6%) per annum, simple interest.

(Signatures appear on the following pages)

IN WITNESS HEREOF, the undersigned have caused this MOU to be executed in accordance with the terms of this document.

North Dakota Soybean Processors, LLC

By: _____
Steve O’Nan, President

Date: _____

ATTEST:

Joe Barnett, Treasurer

Cass Rural Water Users District

By: _____
Jon Zuther, Chairman

Date: _____

ATTEST:

Barry Bowman, Secretary-Treasurer

City of Fargo

By: _____
Dr. Timothy Mahoney, Mayor

Date: _____

ATTEST:

Steve Sprague, Auditor

EXHIBIT A

Legal description of location of Soybean Processing Plant Site

All of the South Half and that part of the South Half of the Northeast Quarter lying South of the East-West Main Line of the Burlington Northern Railroad, Inc.'s Railroad right-of-way, in Section Thirty-four, in Township One Hundred Forty North of Range Fifty-two West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, excepting all Railroad rights-of-way of record; AND ALSO EXCEPTING that part of the Southwest Quarter of Section Thirty-four, in Township One Hundred Forty North of Range Fifty-two West, Cass County, North Dakota, described as follows: The North 62.00 feet of the South 95.00 feet of said Southwest Quarter; AND A strip of land 80.00 feet wide lying 50.00 feet Northeasterly of and 30.00 feet Southwesterly of the following-described line: Commencing at the Southwest corner of said Southwest Quarter; thence North along the West line of said Southwest Quarter for a distance of 454.00 feet to the point of beginning; thence East for a distance of 33.00 feet; thence Southeasterly to a point lying 200.00 feet East of and 95.00 feet North of the Southwest corner of said Southwest Quarter, there terminating. The side lines of said tract are to be extended or shortened as required to intersect the West line of said Southwest Quarter and a line lying 95.00 feet North of and parallel to the South line of said Southwest Quarter; AND The North 62.00 feet of the South 95.00 feet of the Southeast Quarter of Section Thirty-four, in Township One Hundred Forty North of Range Fifty-two West, Cass County, North Dakota, less the East 175.00 feet thereof for Railroad right-of-way; AND ALSO EXCEPT, That part of the Northeast Quarter of Section Thirty-four, Township One Hundred Forty North, of Range Fifty-two West, Cass County, North Dakota, described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence South 00°20'12" West (assumed bearing) along the West line of said Northwest Quarter for a distance of 1388.20 feet to a point on the Southerly line of the Burlington Northern and Santa Fe Mainline Railroad right-of-way; thence South 85°10'06" East along the Southerly line of said Railroad right-of-way for a distance of 2652.31 feet to a point on the West line of said Northeast Quarter, the point of beginning; thence continue South 85°10'06" East along said Southerly Railroad right-of-way line for a distance of 701.82 feet to a point on the Westerly right-of-way line of the Southwesterly line of the former Burlington Northern and Santa Fe Casselton Branch Railroad (presently not in service); thence Southeasterly along a curve to the right (R = 453.50', Delta = 26°30'57", CB = South 19°51'13" East) for an arc distance of 209.88 feet to a point on a line lying 189.00 feet Southerly of and parallel to the Southerly line of said mainline Railroad right-of-way; thence North 85°10'06" West along said parallel line for a distance of 773.96 feet to a point on the West line of said Northeast Quarter; thence North 00°22'30" East along the West line of said Northeast Quarter for a distance of 189.57 feet to a point on the Southerly line of said Railroad right-of-way, the point of beginning (Now known as part of Block One, of Tepi First Subdivision); AND ALSO EXCEPT, That part of the Northeast Quarter of Section Thirty-four, in Township One Hundred Forty North of Range Fifty-two West, Cass County, North Dakota, described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence South 00°20'12" West (assumed bearing) along the West line of said Northwest Quarter for a distance of 1388.20 feet to a point on the South line of the Burlington Northern and Santa Fe Mainline Railroad right-of-way; thence South 85°10'06" East along the Southerly line of said Railroad right-of-way for a distance of 3686.63 feet to a point on the Easterly right-of-way line of the Southwesterly formerly Burlington Northern and Santa Fe Casselton Branch Line (presently not in service); thence continue South 85°10'06" East along said Southerly Mainline Railroad right-of-way line for a distance of 983.11 feet; thence Southeasterly along another Burlington Northern and Santa Fe Railroad right-of-way line along a curve to the right (R = 907.79', Delta = 58°47'15", CB = South 32°15'35" East) for an arc distance of 931.43 feet; thence Southerly along said such other Railroad right-of-way line along a spiral curve to the right (Phi = 2°13'19", R = 907.79') for a distance of 99.57 feet to a point on the South line of said Northeast Quarter; thence South 39°56'15" West along the South line of said Northeast Quarter for a distance of 50.00 feet; thence North 00°00'21" West for a distance of 166.66 feet; thence Northwesterly along a curve to the left (R = 880.00', Delta = 44°05'14", CB = North 41°08'18" West) for an arc distance of 677.13 feet to a point on a line lying 189.00 feet Southerly of and parallel to the Southerly line of said Burlington Northern and Santa Fe Mainline Railroad right-of-way; thence North 85°10'06" West along said parallel line for a distance of 1119.60 feet to a point on the Easterly right-of-way line of said Southwesterly formerly Casselton Branch Line (presently not in service); thence Northeasterly along said former Casselton Branch Railroad right-of-way line along a curve to the right (R = 460.47', Delta = 28°43'43", CB = North 39°00'58" East) for an arc distance of 230.88 feet to a point on the Southerly line of said Burlington Northern and Santa Fe Mainline Railroad right-of-way, the point of beginning (Now known as Block 2, of Tepi First Subdivision).

The foregoing legal description was obtained from a previously recorded instrument. Post platting, the foregoing legal description shall be known as:

Lot 1, Block 1;

Lot 1, Block 2; and

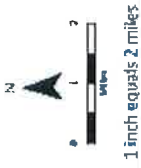
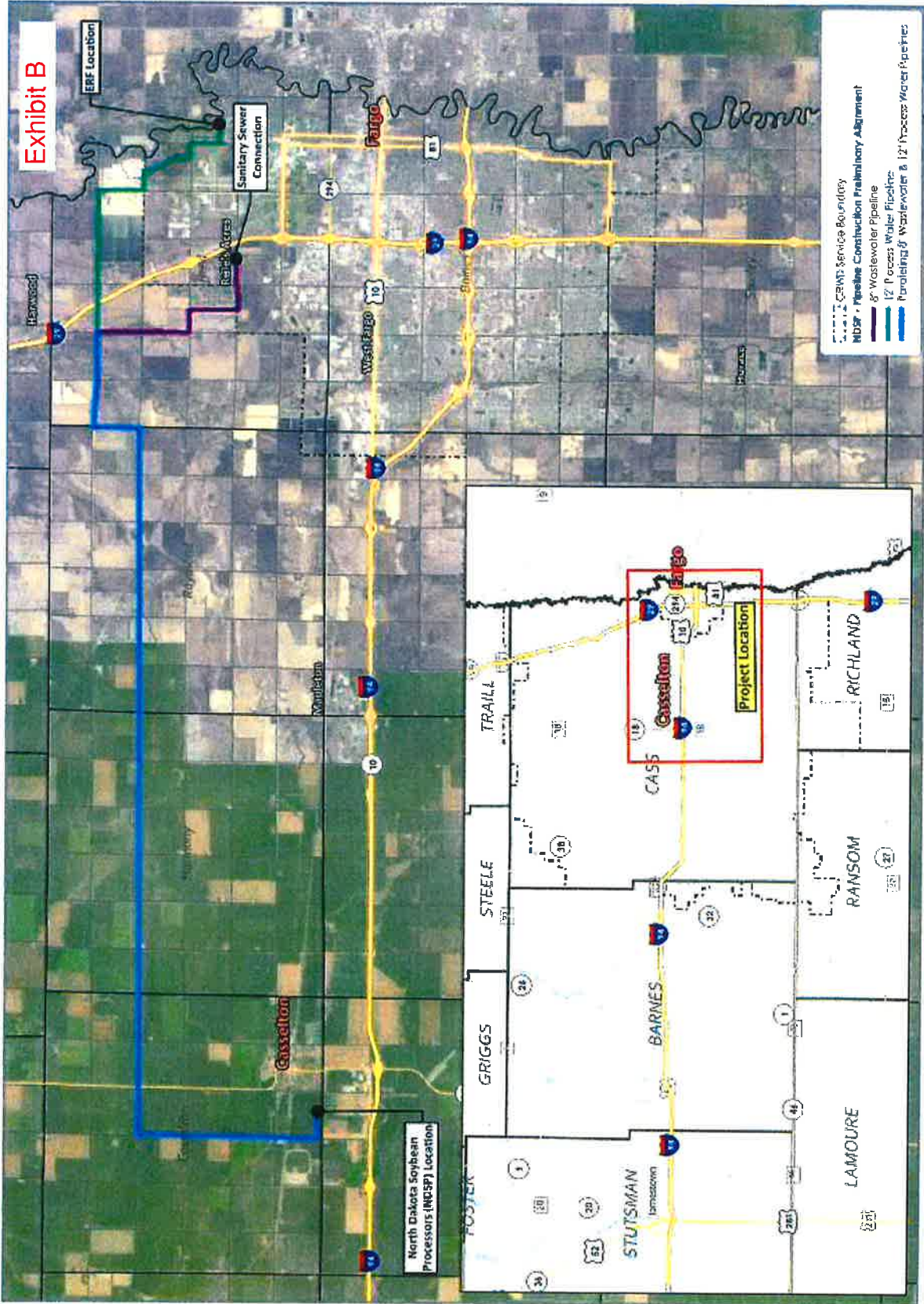
Lot 1, Block 3;

all in NDSP First Addition, according to the recorded plat thereof, Cass County, North Dakota.

EXHIBIT B

Schematic

[See attached page]



Locator Map Not to Scale

Kindred
Cass County, ND

NDSP - EFFLUENT REUSE FACILITY AND PIPELINE CONSTRUCTION

CASS RURAL WATER DISTRICT

Date: 2/23/2022

Digit



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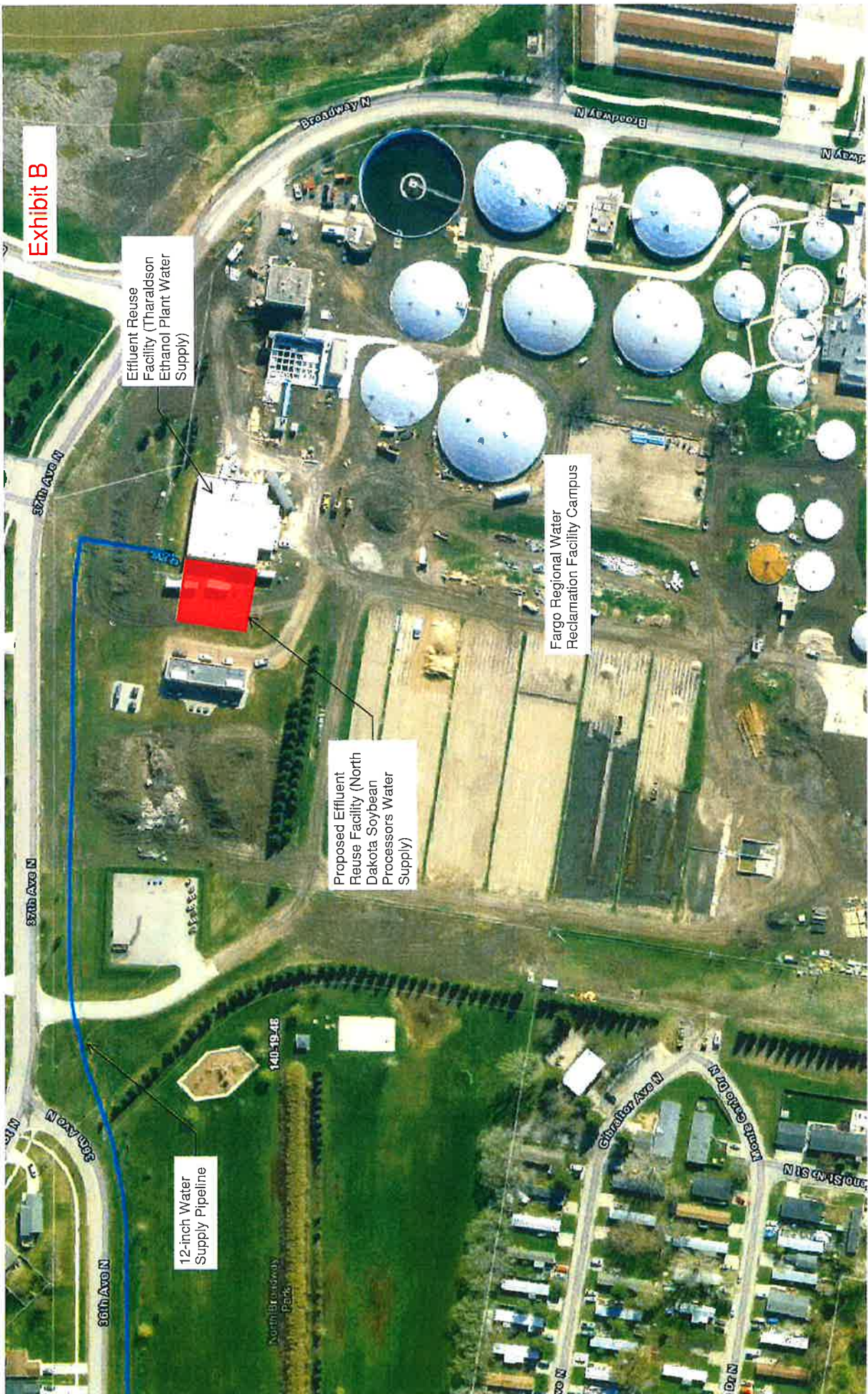


Exhibit B

Effluent Reuse Facility (Tharaldson Ethanol Plant Water Supply)

Fargo Regional Water Reclamation Facility Campus

Proposed Effluent Reuse Facility (North Dakota Soybean Processors Water Supply)

12-inch Water Supply Pipeline

EXHIBIT C

Treated Wastewater Quality Parameters

Minimum Water Quality Standards

Cl	< 10 ppm
Ca ⁺⁺	< 10 ppm
Hardness (asCaCO ₃)	< 10 ppm
SiO ₂	< 3 ppm
BOD ₅	< 1 ppm
pH	7 to 8.5

EXHIBIT D

Treated Wastewater Quantity Amounts

Total Maximum Volume in any one month 25,444,800 gallons

Total Minimum Volume in any one quarter is 15,000,000 gallons

EXHIBIT E

Plant Wastewater Quantity Projections Schedule

NDSP may request the City accept up to 360,000 gallons per day as long as such request is consistent with the terms and conditions of this MOU.

Exhibit F

Copy of Water Permit 05879

[See attached]

STATE OF NORTH DAKOTA
CONDITIONAL WATER PERMIT NO. 05897

This conditional water permit authorizes permittee to construct the necessary diversion facilities and to appropriate the water specified below.

- 1. Name of Applicant: **FARGO, CITY OF**
Mailing Address: **200 N THIRD STREET
FARGO, ND 58102**
- 2. Priority Date: **February 20, 2007**
- 3. Nature of use: **Industrial**
- 4. Source of Water Supply: **Surface Water**
Other: **City of Fargo Wastewater Treatment Plant**
- 5. Point(s) of Diversion:

S1/2 of Section 19, Township 140 N., Range 048 W., Cass County

- 6. Amount of water authorized, rate at which it may be diverted from the respective point(s) of diversion, and period of use:

Annual Use (Ac-Ft)	Rate (gpm)
4,480.0	2,782.6
from January 1 to December 31 inclusive	

- 7. Conditions, limitations, restrictions, and terms of permit: **See Attachment A**
- 8. Water shall be beneficially used on or before: **June 1, 2010**

A perfected permit will be issued after the facilities have been properly constructed and inspected. A water right accrues upon placing the water to beneficial use, as authorized herein.

SEAL



Dale L. Frink

Dale L. Frink
State Engineer

Date: May 22, 2007


STATE OF NORTH DAKOTA
CONDITIONAL WATER PERMIT NO. 05897

Attachment A - Conditions, Limitations, and Restrictions:

1. Failure to comply with any order of the State Engineer may result in forfeiture of this water permit.
2. Prior to the beneficial use of water, an in-line, continuous recording, totalizing water flowmeter shall be installed on the pump discharge line to measure the quantity of water pumped from the water source. The water flowmeter must meet the following requirements:
 1. The water flowmeter must be certified by the manufacturer to record neither less than 98 percent nor more than 102 percent of the actual volume of water passing the water flowmeter when installed according to the manufacturer's instructions.
 2. The water flowmeter must have a display that is readable at all times, whether the system is operating or not.
 3. The water flowmeter must have a totalizer that meets the following criteria:
 - a. Is continuously updated to read directly only in acre-feet, acre-inches, gallons, cubic feet, or barrels (42 U.S. gallons).
 - b. Has sufficient capacity, without cycling past zero more than once each year, to record the quantity of water diverted in any one calendar year.
 - c. Has a dial or counter that can be timed with a stopwatch over not more than 10-minute period to accurately determine the rate of flow under normal operating conditions.
 - d. Has a nonvolatile memory if the meter is equipped with an electronic totalizer.
 4. The water flowmeter must be installed according to manufacturer's specifications and must be properly maintained according to manufacturer's recommendations, including proper winterization such as removal during the winter.
3. The water flowmeter shall be available for inspection by the representatives of the State Engineer.

SEAL





Dale L. Frink
State Engineer

Date: May 22, 2007

Exhibit G

Industrial User Permit Form

[SEE ATTACHED]



CITY OF FARGO PUBLIC WORKS
WASTEWATER TREATMENT PLANT
3400 North Broadway
Fargo, North Dakota 58102
Phone (701)241-1454
Fax (701)241-8159
Web Site: www.fargond.gov

Permit No. _____

INDUSTRIAL USER PERMIT

Permittee (Company Name): _____

Facility Address: _____

Mailing Address: _____

Telephone Number: _____

Name of Person to Contact: _____

The above-named permittee is hereby authorized to discharge industrial wastewater from the above identified facility and through the outfalls identified herein into the City of Fargo sewer system in accordance with, and subject to, the conditions set forth in this permit. Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable pretreatment regulations, standards, or requirements under local, state, and federal laws, including any such regulations, standards, requirements, or laws that might become effective during the term of this permit.

Noncompliance with any term or condition of this permit shall constitute a violation of the City of Fargo sewer use ordinance. Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, is a crime and may result in the imposition of criminal sanctions and/or civil penalties.

This permit shall become effective on _____ and shall expire at midnight on _____.

(Note to the permit writer: If the term of the permit is 5 years, no administrative extension can be granted.)

The permittee shall apply for wastewater discharge permit reissuance by submitting a complete wastewater discharge permit application, a minimum of 30 days prior to the expiration of the permittee's existing wastewater discharge permit.

By: _____

Mark Miller
Wastewater Superintendent

Issued this _____ day of _____, 20__

* NOTE: The Fargo Municipal Code may be viewed via the City's website (www.fargond.gov) at <http://fargond.gov/city-government/departments/auditors/licensing-department/ordinances> or a copy of the applicable provisions will be provided by the Wastewater Treatment Plant upon request.



SECTION 1 EFFLUENT LIMITATIONS

1.1 Dilution

No user shall increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with an applicable pretreatment standard or requirement unless expressly authorized by an applicable pretreatment standard or requirement. The Superintendent may impose mass limitations on users which may be using dilution to meet applicable pretreatment standards or requirements or in other cases when the imposition of mass limitations is appropriate.

1.2 Discharge Outfalls

During the period of _____ to _____ the permittee is authorized to discharge process wastewater to the City of Fargo sewer system from the outfalls listed below.

Description of outfalls:

(Note to the permit writer: The permit writer must clearly identify the outfalls using brief, detailed narrative descriptions and diagrams as necessary.)

Outfall	Description
001	
002	
003	
004	

1.3 Effluent Limitations

(Note to the permit writer: The permit writer should provide a description of the categorical process discharges that are combined at this sampling location.)

During the period of _____ to _____ the discharge from outfall _____ shall not exceed the following effluent limitations. Effluent from this outfall consists of _____ :

EFFLUENT LIMITATIONS

Parameter	Daily maximum(mg/L)	Monthly average (mg/L)
Cadmium		
Chromium		
Copper		
Lead		
Nickel		
Silver		
Zinc		
Cyanide		
Total Toxic Organics*		
pH		

* The abbreviation TTO means total toxic organics, which is the summation of all quantifiable values greater than 0.01 milligram per liter (mg/L) for the following toxic organics:

Acenaphthene	Bis (2-chloroethoxy) methane	Toluene
Acrolein	Methylene chloride	Trichloroethylene
Acrylonitrile	Methyl chloride	Vinyl chloride
Benzene	Methyl bromide	Aldrin
Benidine	Bromoform	Dieldrin
Carbon tetrachloride	Dichlorobromomethane	Chlordane
Chlorobenzene	Chlorodibromomethane	4,4-DDT
1,2,4-Trichlorobenzene	Hexachlorobutadiene	4,4-DDE (p,p-DDX)
Hexachlorobenzene	Hexachlorocyclopentadiene	4,4-DDD (p,p-TDE)
1,2,-Dichloroethane	Isophorone	Alpha-endosulfan
1,1,1-Trichloroethane	Naphthalene	Beta-endosulfan
Hexachloroethane	Nitrobenzene	Endosulfan sulfate
1,1-Dichloroethane	2-Nitrophenol	Endrin
1,1,2-Trichloroethane	4-Nitrophenol	Endrin aldehyde
1,1,2,2-Tetrachloroethane	2,4-Dinitrophenol	Heptachlor
Chloroethane	4,6-Dinitro-o-cresol	Heptachlor epoxide
Bis (2-chloroethyl) ether	N-nitrosodimethylamine	Alpha-BHC
2-Chloroethyl vinyl ether	N-nitrosodiphenylamine	Beta-BHC
2-Chloronaphthalene	N-nitrosodi-n-propylamine	Gamma-BHC
2,4,6-Trichlorophenol	Pentachlorophenol	Delta-BHC
Parachlorometa cresol	Phenol	PCB-1242 (Arochlor 1242)
Chloroform	Bis (2-ethylhexyl) phthalate	PCB-1254 (Arochlor 1254)
2-Chlorophenol	Butyl benzyl phthalate	PCB-1221 (Arochlor 1221)
1,2-Dichlorobenzene	Di-n-butyl phthalate	PCB-1232 (Arochlor 1232)
1,3-Dichlorobenzene	Di-n-octyl phthalate	PCB-1248 (Arochlor 1248)
1,4-Dichlorobenzene	Diethyl phthalate P	CB-1260 (Arochlor 1260)
3,3-Dichlorobenzidine	Dimethyl phthalate	PCB-1016 (Arochlor 1016)
1,1-Dichloroethylene	Benzo(a)Anthracene	Toxaphene
1,2-Trans-dichloroethylene	Benzo(a)pyrene	2,3,7,8-Tetrachlorodibenzo-p-dioxin
2,4-Dichlorophenol	Benzo(b)fluoranthene	
1,2-Dichloropropane	Benzo(k)fluoranthene	
1,3-Dichloropropylene	Chrysene	
2,4-Dimethylphenol	Acenaphthylene	
2,4-Dinitrotoluene	Anthracene	
2,6-Dinitrotoluene	Benzo(ghi)perylene	
1,2-Diphenylhydrazine	Fluorene	
Ethylbenzene	Phenanthrene	
Fluoranthene	Dibenzo(a,h)anthracene	
4-Chlorophenyl phenyl ether	Indeno(1,2,3-cd) pyrene	
4-Bromophenyl phenyl ether	Pyrene	
Bis (2-chloroisopropyl) ether	Tetrachloroethylene	

(Note to the permit writer: The specific toxic organic compounds listed are for metal finishers subject to 40 CFR 433. TTO is defined as the sum of the masses or concentrations of specific toxic organic compounds found in the industrial user's process discharge at a concentration greater than 0.01 mg/l. Each Categorical Standard lists the specific toxic organic compounds that are to be included in the summation to define TTO for the category.)

All discharges must be in compliance with the requirements of all other applicable laws, regulations, standards, and requirements including, without limitation, those set forth in Chapter 17 of the Fargo Municipal Code and applicable State and Federal pretreatment laws, regulations, standards, and requirements including those becoming effective during the term of this permit.

1.4 Local Limits

Local Limits have been established pursuant to 40 CFR 403.5(c) and City of Fargo Municipal Code 17-0406. No person shall discharge wastewater containing pollutant levels in excess of the following daily maximum allowable discharge limits.

Pollutant	Concentration
Arsenic (As)	2.8 mg/L
Cadmium (Cd)	0.11 mg/L
Chromium (III)	5.86 mg/L
Chromium (VI)	0.65 mg/L
Chromium (Total)	5.57 mg/L
Copper (Cu)	2.82 mg/L
Lead (Pb)	1.6 mg/L
Mercury (Hg)	0.001 mg/L
Nickel (Ni)	5.6 mg/L
pH	5 to 12.5 S.U.
Selenium (Se)	0.26 mg/L
Silver (Ag)	0.43 mg/L
Zinc (Zn)	18.17 mg/L

Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit or applicable pretreatment standard shall apply.

(Note to the permit writer: The permit writer must include the local limits established by the ordinance even if the IU is not required to monitor for all the pollutants with local limits. Including all the local limits in the permit, even if the IU is not required to monitor for all of them ensures that the IU is aware of all the discharge requirements. The permit writer may include an additional table outlining which pollutants of concern are required to be monitored; see Part 2 of the sample permit.)

1.5 Prohibited Discharge

The permittee must not discharge wastewater containing any of the following substances from any of the outfalls:

- a. Oil and grease concentrations or amounts from industrial facilities violating pretreatment standards.
- b. Wastewater from industrial facilities containing floatable fats, wax, grease or oils in amounts which would cause interference or pass through the treatment process.
- c. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts which would cause interference or pass through.

- d. Pollutants that create a fire or explosive hazard in the POTW, including but not limited to waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60° Centigrade) using the methods specified at 40 CFR 261.21
- e. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 F (40 C) unless the Approval Authority, upon the request of the POTW, approves alternate temperature limits;
- f. Solids or viscous substances in amounts that will cause obstruction of flow in the POTW, resulting in interference
- g. Pollutants, including oxygen-demanding pollutants (e.g., BOD), released in a discharge at a flow rate and/or concentration that, singly or by interaction with other pollutants, will cause interference with the POTW. For the purpose of this section, the term interference has the same definition as that in Chapter 17 of the City of Fargo Municipal Code
- h. Wastewater having a pH of less than 5.0 or more than 12.5 or otherwise causing corrosive structural damage to the POTW or equipment
- i. Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that might cause acute worker health and safety problems.
- j. Trucked or hauled pollutants, except at discharge points designated by the City.

1.6 Best Management Practices (BMPs)

In addition to the local effluent limits, the permittee is required to implement the following best management practices (BMPs) to control its discharge into the publicly owned treatment works (POTW).

(Note to the permit writer: The permit writer may include any site specific BMPs in addition to the limits set forth in this section.)

SECTION 2 MONITORING REQUIREMENTS

2.1 General Monitoring Requirements

- a. All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of this permit.

2.2 Specific Monitoring Requirements

- a. From the period beginning on the effective date of the permit until _____ the permittee shall monitor outfall _____ according to Table 1.
- b. Samples shall be taken on or before April 30 and October 31 of each year. Semi-annual reports are due by May 30 and November 30 of each year.
- c. Monitoring results obtained shall be reported and submitted by the industrial user. The first report is due on _____. The report shall indicate the nature and concentration of all pollutants in the effluent for which sampling and analyses were performed during the calendar month preceding the submission of each report.
- d. Industrial User Monitoring Report shall be defined as the following
 - i. Signatory Sheet
 - ii. Results – 3rd Party lab results
 - iii. Chain of custody of submitted results
 - iv. All additional information as required by the Industrial Pre-treatment Coordinator
 - v. **Any and all parameters requested via Administrative Consent Order**

Table 1 Monitoring Requirements

Sample Parameter (units)	Location	Measurement Frequency	Sample Type
Flow (gpd)		Continuous	Meter
BOD		Semi-Annual	24-hour Composite
TSS		Semi-Annual	24-hour Composite
Arsenic		Semi-Annual	24-hour Composite
Cadmium (mg/L)		Semi-Annual	24-hour Composite
Chromium (mg/L)		Semi-Annual	24-hour Composite
Copper (mg/L)		Semi-Annual	24-hour Composite
Cyanide T		Semi-Annual	Grab
Lead (mg/L)		Semi-Annual	24-hour Composite
Mercury (mg/L)		Semi-Annual	24-hour Composite
Nickel (mg/L)		Semi-Annual	24-hour Composite
Silver		Semi-Annual	24-hour Composite
Zinc (mg/L)		Semi-Annual	24-hour Composite
Oil & grease		Semi-Annual	Grab
pH (S.U.)		Semi-Annual	Grab
Total toxic organic		Semi-Annual	Grab
Temperature		Semi-Annual	Grab

2.3 Sampling Requirements for Users

Grab samples must be used for pH, cyanide, total phenols, oil and grease, temperature, sulfide, and volatile organic compounds. For all other pollutant, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques.

Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during the 24-hour period may be composited in the laboratory. Composite samples for other parameters unaffected by compositing procedures as documented in approved EPA methodologies may be authorized by the Control Authority, as appropriate.

For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of four (4) grab samples must be used for PH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data does not exist; for facilities for which historical sampling data are available, the Control Authority may authorize a lower minimum. For the reports required by 40 CFR 403.12 (e) and (h), the Control Authority shall require the number of grab samples necessary to assess and assure compliance by Industrial Users with applicable Pretreatment Standards and Requirements.

All samples collected shall be representative of normal work cycles and expected pollutant discharges from the user. If a user sampled and analyzed the waste stream more frequently than what was required in its wastewater discharge permit, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge as part of its self-monitoring report.

Sampling and analyses shall include:

- a. The date, exact place, time, and methods of sampling or measurements, and sample preservation techniques or procedures;
- b. Who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. Who performed the analyses;
- e. The analytical techniques or methods used; and
- f. The results of such analyses.

2.4 Analytical Requirements

All pollutant analyses, including sampling techniques, shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.

SECTION 3 REPORTING REQUIREMENTS

3.1 Monitoring Reports

- a. Any user that is required to have an industrial waste discharge permit and performs self-monitoring shall comply with all applicable requirements under 40 CFR 403.12 and submit to the Superintendent by May 30 and November 30 of each year unless required on other dates or more frequently by the Superintendent, a report indicating the nature of the effluent over the previous reporting period. The frequency of monitoring shall be as prescribed within this permit.
- b. The report shall include a record of the concentrations (and mass if specified in the wastewater discharge permit) of the pollutants listed in the wastewater discharge permit that were measured and a record of all flow measurements (average and maximum) taken at the designated sampling locations and shall also include any additional information required by Chapter 17 – Article 17-02 of the Fargo City Ordinances or this wastewater discharge permit. Production data shall be reported if required by the wastewater discharge permit. Both daily maximum and average concentration (or mass, where required) shall be reported. If a user sampled and analyzed more frequently than what was required by this permit, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge during the reporting period.
- c. Any user subject to equivalent mass or concentration limits established by the City or by unit production limits specified in the applicable categorical standards shall report production data.
- d. If the City calculated limits to factor out dilution flows or non-regulated flows, the permittee will be responsible for providing flows from the regulated process flows, dilution flows and non-regulated flows.
- e. Flows shall be reported on the basis of actual measurement, provided, however, that the City may accept reports of average and maximum flows estimated by verifiable techniques if the City determines that an actual measurement is not feasible.
- f. Discharges sampled shall be representative of the permittee's daily operations and samples shall be taken in accordance with the requirements specified in Section 4.
- g. The City may require reporting by permittees that are not required to have an industrial wastewater discharge permit if information or data is needed to establish a sewer charge, determine the treatability of the effluent, or determine any other factor which is related to the operation and maintenance of the sewer system.
- h. If the permittee monitors any pollutant more frequently than required by this permit, using test procedures prescribed in 40 CFR Part 136 or amendments thereto, or otherwise approved by EPA or as specified in this permit, the results of such monitoring shall be included in any calculations of actual daily maximum or monthly average pollutant discharge and results shall be reported in the

report submitted to the Superintendent. Such increased monitoring frequency shall also be indicated in the report.

3.2 Non-Compliance Reporting and Automatic Resampling

If sampling performed by a permittee indicates a violation, the permittee shall notify the Control Authority within 24 hours of becoming aware of the violation. Within five (5) days following such discharge, the Permittee shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the Permittee to prevent similar future occurrences. Such notification shall not relieve the Permittee of any expense, loss damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the Permittee of any fines, penalties, or other liability which may be imposed pursuant to Chapter 17 of the Fargo City Municipal Code. The permittee shall also repeat the sampling and submit the results of the repeat analysis to the Control Authority within 30 days after becoming aware of the violation

3.3 Spill, Slug, Accidental Discharge Report or Change in Process

The permittee shall notify the Superintendent immediately upon the occurrence of spills prohibited by Section 17-0413 of the Fargo Municipal Code including accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, slug loads or slug discharges that might cause potential problems for the POTW or spills that might enter the public sewer. The Superintendent should be immediately notified by telephone at 701-241-1454. The notification must include location of discharge; date and time of discharge; type of waste, including concentration and volume; and corrective actions taken. The permittee's notification of accidental releases in accordance with this section does not relieve it of other reporting requirements that arise under local, state, or federal laws.

Within 5 days following an accidental discharge, the permittee shall submit to the Superintendent a detailed written report. The report must specify the following:

- a. Description and cause of the upset, slug load, or accidental discharge; the cause thereof; and the impact on the permittee's compliance status. The description should also include location of discharge and type, concentration, and volume of waste.
- b. Duration of noncompliance, including exact dates and times of noncompliance and, if the noncompliance is continuing, the time by which compliance is reasonably expected to occur.
- c. All steps taken or to be taken to reduce, eliminate, and/or prevent recurrence of such an upset, slug load, accidental discharge, or other conditions of noncompliance.

Any permittee operating under a wastewater discharge permit incorporating equivalent mass or concentration limits shall notify the City within two (2) business days after the permittee has a reasonable basis to know that the production level will significantly change within the next calendar month. Any permittee not providing a notice of such anticipated change will be required to comply with the existing limits contained in its wastewater discharge permit.

(Note to the permit writer: If the City has determined that a SIU needs an Accidental Spill Prevention Plan found in 17-0413 of Fargo's Municipal Code, those requirements should be listed here.)

3.4 Upset Notification

An upset is an exceptional incident in which there is unintentional and temporary non-compliance with pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include non-compliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or caseless or improper operation.

The permittee shall notify the Superintendent within twenty-four (24) hours of becoming aware of the upset and submit a written notification within five (5) days. This written notification must include the following:

- a. A description of the indirect discharge and cause of non-compliance,
- b. The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue, and
- c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the non-compliance.

(Note to the permit writer: For categorical users this section is needed as found in 17-1401 of Fargo's Municipal Code.

3.5 Notice to Bypass

Bypass is prohibited, and the POTW may take an enforcement action against a user for a bypass, unless the user demonstrates:

- a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- c. The user submitted a Notice to Bypass to the POTW. If a user knows in advance of the need for a bypass, it shall submit a Notice to Bypass to the POTW at least ten (10) days before the date of the bypass.

A user shall submit oral notice to the POTW of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The POTW may waive the written report on a case by case basis if the oral report has been received within twenty-four (24) hours.

3.6 Notification of Discharge of Hazardous Waste

Any user that is discharging more than 15 kilograms of hazardous wastes as defined in 40 CFR Part 261 (listed or characteristic wastes) in a calendar month or any facility discharging any amount of acutely hazardous wastes as specified in 40 CFR Part 261.30(d) and 261.33(e) is required to provide a one-time notification in writing to the city, to the EPA Regional Waste Management Division Director, and to the state of North Dakota. Any existing user exempt from this notification shall comply with the requirements contained herein within 30 days of becoming

aware of a discharge of 15 kilograms of hazardous wastes in a calendar month or any discharge of acutely hazardous wastes to the city sewer system.

Such notification shall include:

- a. The name of the hazardous waste as set forth in 40 CFR Part 261.
- b. The EPA Hazardous waste number; and
- c. The type of discharge (continuous, batch, or other).

If an industrial user discharges more than 100 kilograms of such waste per calendar month to the sewer system, the notification shall also contain the following information to the extent it is known or readily available to the industrial user:

- a. An identification of the hazardous constituents contained in the wastes,
- b. An estimation of the mass and concentration of such constituents in the waste streams discharged during that calendar month, and;
- c. An estimation of the mass of constituents in the waste streams expected to be discharged during the following 12 months

3.7 Certification Statements

All wastewater user reports must be signed by the authorized representative of the user. The permittee is required to sign and submit the following certification statement with all monitoring reports:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

By a responsible corporate officer, if the Industrial User submitting the reports is a corporation. For the purpose of this paragraph, a responsible corporate officer means:

- a. a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or;
- b. the manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

3.8 Report Submittal

All reports required by this permit shall be submitted to the City of Fargo Wastewater Treatment Facility Superintendent at the following address:

Fargo Wastewater Treatment Facility
Superintendent
3400 N. Broadway
Fargo, ND 58102

SECTION 4 GENERAL CONDITIONS

4.1 Severability

If any provision of this permit is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

4.2 Duty to Comply

The permittee shall comply with all conditions of this permit. Failure to comply with the requirements of this permit may be grounds for administrative action, or enforcement proceedings including civil or criminal penalties, injunctive relief, and summary abatement.

4.3 Duty to Mitigate

The permittee shall take all reasonable steps to minimize or correct any adverse impact to the POTW or the environment resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

4.4 Permit Modification

The Superintendent may modify the wastewater discharge permit for good cause including, but not limited to, the following:

- a. To incorporate any new or revised federal, state, or local pretreatment standards or requirements;
- b. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- c. A change in the POTW that requires either a temporary or permanent reduction or elimination or the authorized discharge;
- d. Information indicating that the permitted discharge poses a threat to the City's POTW, personnel, or receiving waters;
- e. Violation of any terms or conditions of the wastewater discharge permit;
- f. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required report;
- g. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- h. To correct typographical or other errors in the wastewater discharge permit; or
- i. To reflect a transfer of the facility ownership and/or operation to a new owner/operator

4.5 Permit Transfer

Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator only if the permittee gives at least thirty (30) days advance notice to the Superintendent and the Superintendent approves the wastewater discharge permit transfer. The notice to the Superintendent must include a written certification by the new owner and/or operator which:

- a. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- b. Identifies the specific date on which the transfer is to occur; and

- c. Assumes full responsibility for complying with the existing wastewater discharge permit beginning on the date of the transfer.

Failure to provide advance notice of a transfer renders this wastewater discharge permit voidable as of the date of facility transfer.

4.6 Permit Termination

This wastewater discharge permit may be revoked for, but not limited to, the following reasons:

- a. Failure to notify the Superintendent of significant changes to the wastewater prior to said change.
- b. Failure to provide prior notification to the Superintendent of changed conditions;
- c. Misrepresentation or failure to full disclose all relevant facts in the wastewater discharge permit application;
- d. Falsifying self-monitoring reports;
- e. Tampering with monitoring equipment;
- f. Refusing to allow the City timely access to the facility premises and records;
- g. Failure to meet discharge limitations;
- h. Failure to pay fines;
- i. Failure to pay sewer charges;
- j. Failure to meet compliance schedules;
- k. Failure to complete a wastewater survey or the wastewater discharge permit application;
- l. Failure to provide advance notice of the transfer of permitted facility; or
- m. If the City has to invoke its emergency provision as cited in Section 17-1106 of the Fargo Municipal Code.
- n. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

4.7 Falsifying Information

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, is a crime and may result in the imposition of criminal sanction or civil penalties or both.

4.8 Publication of Users in Significant Non-compliance

The city shall publish annually, in one or more newspaper(s) of general circulation providing meaningful public notice within the jurisdiction(s) served by the POTW, a list of the users which, during the previous twelve (12) months, were in significant non-compliance with applicable pretreatment standards and requirements.

4.9 Civil and Criminal Liability

Nothing in this permit may be construed to relieve the permittee from civil and/or criminal penalties for noncompliance. When the Superintendent finds that a user has violated or continues to violate any provision of this ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may petition the state district court or federal district court, as applicable, for

the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by Fargo Municipal Code on activities of the user. The city may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

Pursuant to Fargo Municipal Code 17-1202:

- a. A user which has willfully or negligently violated any provision of Chapter 17 of the Fargo Municipal Code, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a Class B misdemeanor, punishable by a fine of not more than \$1500, imprisonment for not more than thirty (30) days, or both said imprisonment and fine.
- b. A user which has willfully or negligently introduced any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a Class B misdemeanor, punishable by a fine of not more than \$1500, imprisonment for not more than thirty (30) days, or both said imprisonment and fine. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.
- c. A user which knowingly made any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this ordinance, wastewater discharge permit, or order issued hereunder, or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under the Fargo Municipal Code shall, upon conviction, be guilty of a Class B misdemeanor, punishable by a fine of not more than \$1500, imprisonment for not more than thirty (30) days, or both said imprisonment and fine.

4.10 Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local laws or regulations.

4.11 Duty to Provide Information

The permittee shall furnish to the Superintendent within 30 days any information which the Superintendent may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also, upon request, furnish to the Superintendent within 30 days copies of any records required to be kept by this permit.

4.12 Definitions

See Fargo Municipal Code Article 17-02 Section 17-0203 - Definitions.

SECTION 5 OPERATION AND MAINTENANCE, INSPECTION, MONITORING AND RECORDS RETENTION

5.1 Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes but is not limited to: effective

performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

5.2 Inspection and Sampling

The City shall have the right to enter the facilities of any user to ascertain whether the purpose of this wastewater discharge permit or order issued hereunder is being met and whether the user is complying with all requirements thereof. Users shall allow the Superintendent ready access to all areas of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- a. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Superintendent will be permitted enter without delay for the purposes of performing specific responsibilities.
- b. The Superintendent shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- c. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Superintendent and shall not be replaced. The costs of clearing such access shall be borne by the user.
- d. Unreasonable delays in allowing the Superintendent access to the user's premises shall be a violation of this permit.

5.3 Monitoring Facilities

Each user shall provide and operate at its own expense a monitoring facility to allow inspection, sampling, and flow measurements of each sewer discharge to the City. Each monitoring facility shall be situated on the user's premises, except where other locations have been approved by the City. There shall be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, including the sampling and measuring equipment, shall be maintained at all times in a safe and proper operating condition at the expense of the user. The Superintendent may require the user to install monitoring equipment as necessary at the User's expense. All monitoring facilities shall be constructed and maintained in accordance with all applicable local construction standards and specifications. All devices used to measure wastewater flow and quality shall be calibrated to ensure their accuracy.

5.4 Record Keeping

The permittee shall retain records of all monitoring information, including all calibration and maintenance records, documentation associated with Best Management Practices and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, for a period of at least three (3) years from the date of the sample, measurement, report or application.

This period may be extended by request of the Superintendent at any time.

All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the City of Fargo shall be retained and preserved by the permittee until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

Records of sampling and analyses shall include:

- a. The date, exact place, time, and methods of sampling or measurements, and sample preservation techniques or procedures;
- b. Who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. Who performed the analyses;
- e. The analytical techniques or methods used;
- f. The results of such analyses including documentation associated with Best Management Practices.

EXHIBIT H**PROPOSED CONSTRUCTION TIMELINE**

Milestone	Completion Date	Comments
Executed MOU	August 2022	
Treated Water Supply Pipeline (from Fargo ERF to NDSP Plant)	May 2024	
Return Water Pipeline (from NDSP Plant to Fargo Sanitary Collection System)	May 2024	
Membrane Treatment Plant (at Fargo Regional Water Reclamation Facility)	May 2024	
Testing Period and Training	May 2024	Allow approximately one month for equipment and water supply/return systems testing
Completed Water Treatment, Supply and Return Systems Operational	June 1, 2024	

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

30

Improvement District No. FM-20-C1 Type: SECWRD Final Project Reimbursement
Location: Drain #53 Date of Hearing: 8/15/2022

Routing Date
City Commission 8/22/2022
PWPEC File X
Project File Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding cost reimbursement with Southeast Cass Water Resource District (SECWRD) for the Drain #53 Improvements and reimbursement of escrow to the Madelyn Meadows Developer.

The City has a Cost Share Agreement with SECWRD for Project No. FM-20-C1, which states that SECWRD and the City of Fargo will share 50% each for the project costs. Through a Joint Powers Agreement (JPA) and an associated amendment, SECWRD is required to pay for the widening and deepening of the drain channel, while the City covers the costs associated with the flood control levee elements of the project.

Staff is recommending approval of the final cost reimbursements to SECWRD in the amount of \$247,425.82 and to the Madelyn Meadows Developer in the amount of \$18,585.46.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the committee voted to recommend approval of the final cost reimbursements to SECWRD in the amount of \$247,425.82 and to the Madelyn Meadows Developer in the amount of \$18,585.46.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve final reimbursements to SECWRD in the amount of \$247,425.82 and to Madelyn Meadows Developer in the amount of \$18,585.46.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: SECWRD & Special Assessments

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

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Rows list committee members: Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Bruce Grubb, Temporary City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Brenda Derrig, City Engineer; Terri Gayhart, Finance Director.

ATTEST:

B E D
Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jody Bertrand, Division Engineer
Date: August 14, 2022
Re: Southeast Cass WRD Project Reimbursement for the Drain #53 Improvements 2019-1, Final Payment FM-20-C1 (City Project#)

Background:

The City of Fargo has a Cost Share Agreement with SE Cass WRD for Project No. FM-20-C1, which states that SE Cass and the City of Fargo, will share 50% each for the project costs expected to be approximately \$715,000 each. Through a Joint Powers Agreement (JPA) and an associated amendment, SE Cass is required to pay for the widening and deepening of the drain channel, while the City covers the costs associated with the flood control levee elements of the project. The City of Fargo cost share comes primarily from Special Assessments.

The actual cost breakdown is shown on the attached documents. With previous payments made, the final balancing amount due to SE Cass is \$247,425.82 for a total project cost for the City of \$740,512.73 (including LOMR). As part of the JPA amendment, the Developer of Madelyn Meadows is responsible for LOMR work completed under the contract at an amount of \$167,809.54, bringing the actual City cost to \$572,703.19.

As part of a pre-project agreement, the Madelyn Meadows Developer placed in escrow with the City, an amount of \$186,395.00, which was based on project bid quantities and prices. The Developer is now due the remaining balance of \$18,585.46.

Recommended Motion:

Approve the cost reimbursement with SE Cass WRD for the Drain #53 Improvements in an amount of \$247,425.82 and authorize reimbursement of escrow to the Madelyn Meadows Developer in the amount of \$18,585.46.

JRB/jmg
Attachments

8/2/2022

DRAIN 53 IMPROVEMENT PROJECT NO 2019-01 COST-SHARE
CITY OF FARGO COST-SHARE SUMMARY

LEGAL SERVICES	\$ 16,520.40
LEGAL SERVICES - MADELYN'S MEADOWS	2,352.00
ENGINEERING - PROJECT DEVELOPMENT	28,620.30
ENGINEERING - DESIGN & CONSTRUCTION SERVICES	178,550.63
ENGINEERING - LAND SURVEY	15,866.55
ENGINEERING - RIGHT-OF-WAY ADMINISTRATION	4,864.10
ENGINEERING - LOMR-F DESIGN	32,146.55
CONSTRUCTION	838,803.74
CONSTRUCTION - ALT 1	153,144.19
GEOTECHNICAL EVALUATION	15,911.50
RIGHT-OF-WAY	6,294.00
LEGAL ADVERTISEMENTS	308.76
Total Project Costs	\$ 1,293,382.72
Costs eligible for 50% cost-share Due from City of Fargo	1,105,739.98 552,869.99
LOMR-F Design & Alt 1 Const / 100% eligible costs Due from City of Fargo	187,642.74 187,642.74
Total due Southeast Cass WRD	\$ 740,512.73
Total COF paid-to-date	<u>(\$493,086.91)</u>
Due SE Cass WRD	\$ 247,425.82

Drain 53 Improvement Project No. 2019-01
Southeast Cass Water Resource District
Cass County, North Dakota

FINAL COST SUMMARY

BID ITEM NO. & FARGO SPECIFICATION & DESCRIPTION			UNIT	QUANTITY	UNIT PRICE	TOTAL	CITY OF FARGO	LOCAL	
1.	SIB 40	Mobilization	LS	1	\$126,000.00	\$126,000.00	\$63,000.00	\$63,000.00	
2.	SIB 24	Topsoil - Strip & Spread	CY	64,646	\$2.10	\$135,756.60	\$67,878.30	\$67,878.30	
3.	2000	Excavation	CY	106,191	\$1.00	\$106,191.00	\$53,095.50	\$53,095.50	
4.	SIB 30	Embankment	CY	55,276	\$1.81	\$100,049.56	\$50,024.78	\$50,024.78	
5.	3600	Inspection Trench	CY	7,815	\$1.50	\$11,722.50	\$5,861.25	\$5,861.25	
6.	SIB 43	F&I Rip Rap Rock	CY	147	\$55.00	\$8,085.00	\$4,042.50	\$4,042.50	
7.	SIB 43	Rip Rap Rock - Salvage & Relay	CY	120	\$55.00	\$6,600.00	\$3,300.00	\$3,300.00	
8.	SIB 43	Rip Rap Filter Blanket	SY	373	\$3.50	\$1,305.50	\$652.75	\$652.75	
9.	1050	Remove Pipe	LF	52	\$50.00	\$2,600.00	\$1,300.00	\$1,300.00	
10.	3100	Seeding Type A	SY	184,728	\$0.18	\$33,251.04	\$16,933.32	\$16,317.72	
11.	3100	Mulch Type 2 - Straw	SY	184,728	\$0.18	\$33,251.04	\$16,933.32	\$16,317.72	
12.	SIB 43	Rock Check - Temporary	EA	1	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	
13.	3300	Stormwater Management	LS	1	\$11,000.00	\$11,000.00	\$5,500.00	\$5,500.00	
14.	3300	Temp Construction Entrance	EA	1	\$7,500.00	\$7,500.00	\$3,750.00	\$3,750.00	
15.	*014000	Material Testing	Invoice	0.74	\$25,000.00	\$18,521.20	\$9,260.60	\$9,260.60	
16.	4100	Traffic Control - Minor	LS	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00	
17.	SIB 45	Erosion Control Blanket Type 3	SY	0	\$4.50	\$0.00	\$0.00	\$0.00	
<u>Alternate 1 - LOMR-F Madelyn Meadows 3rd Addition</u>									
A1.1	C-601	LOMR-F	CY	27,831	\$2.50	\$69,577.50	\$69,577.50	\$0.00	
A1.2	SIB 24	Topsoil - Strip & Spread	CY	26,077	\$2.10	\$54,761.70	\$54,761.70	\$0.00	
A1.3	C-601	Material Testing	Invoice	2.26	\$5,000.00	\$11,323.79	\$11,323.79	\$0.00	
<u>Change Orders</u>									
CO 2		Topsoil - Strip & Spread	CY	3,000	\$2.35	\$7,050.00	\$3,525.00	\$3,525.00	
CO 2		Excavation	CY	8,150	\$2.73	\$22,249.50	\$11,124.75	\$11,124.75	
CO 2		Embankment	CY	8,150	\$5.30	\$43,195.00	\$21,597.50	\$21,597.50	
CO 3		Topsoil Backfill - Borrow Area	CY	8,150	\$2.10	\$17,115.00	\$8,557.50	\$8,557.50	
CO 4		Excavation - West Bank Station 30+00 - 43+00	CY	16,600	\$8.62	\$143,092.00	\$71,546.00	\$71,546.00	
CO 4		Compacted Fill for Future Pedestrian Path Over West Levee	CY	1,700	\$7.50	\$12,750.00	\$12,750.00	\$0.00	
CO 5		Grading Clay in North Pond	LS	1	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	
Construction Subtotal						\$991,947.93	\$572,546.06	\$419,401.87	
Engineering - Preliminary						\$28,620.30	\$14,310.15	\$14,310.15	
Engineering - Design						\$89,275.32	\$44,637.66	\$44,637.66	
\$151,912.99	Engineering - Construction						\$89,275.31	\$44,637.66	\$44,637.66
LOMR-F Design, Field Services, & Submittal						\$32,146.55	\$32,146.55	\$0.00	
Legal Services						\$16,520.40	\$8,260.20	\$8,260.20	
*Legal Services - Madelyn Meadows						\$2,352.00	\$2,352.00	\$0.00	
Advertising & Publishing						\$308.76	\$154.38	\$154.38	
Right-of-Way Acquisition						\$6,294.00	\$3,147.00	\$3,147.00	
Right-of-Way Negotiations						\$4,864.10	\$2,432.05	\$2,432.05	
Land Surveying						\$15,866.55	\$7,933.28	\$7,933.28	
Soil Borings & Geotechnical Report						\$15,911.50	\$7,955.75	\$7,955.75	
Project Contingencies (0%)						\$0.00	\$0.00	\$0.00	
TOTAL PROJECT COST						\$1,293,382.72	\$740,512.73	\$552,869.99	

Madelyn Meadows LOMR - F
Final Amount Due

Alternate #1

Item	Original Item Quantity	Units	Unit Price	Completed Quantity	Work Completed \$
A1.1 LOMR-F	42,596.00	CY	\$2.50	27,831.00	\$69,577.50
A1.2 Topsoil Strip & Spread	38,050.00	CY	\$2.10	26,077.00	\$54,761.70
A1.3 Alternate 1 Testing Allowance	1	Invoice	\$5,000.00	2.26	\$11,323.79
A1.4 LOMR-F Design Moore	1	Invoice	\$32,146.55	1	\$32,146.55

Total Work Completed **\$167,809.54**

Escrow Held (Pre-Pay) \$186,395.00

Due Developer \$18,585.46

(31)

AMENDED 8-16-2022

**ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-C**

**28TH AVE N BETWEEN 41ST ST N & 45TH ST N, 30TH AVE
N BETWEEN 41ST ST N & 43RD ST N, 32ND AVE N
BETWEEN 41ST ST N & 42NS ST N, 42ND ST N BETWEEN
28TH AVE N & 32TH AVE N, 43RD ST N BETWEEN 28TH
AVE N & 32ND AVE N**

Nature & Scope

This project is for new construction of underground utilities, concrete pavement and incidentals on 28th Ave N, 30th Ave N, 32nd Ave N, 41st St N and 42nd St N.

Purpose

This project is to provide infrastructure for new development within the Laverne's 2nd Addition as requested by the Developer.

Feasibility

The estimated cost of construction is \$18,678,505.00. The cost breakdown is as follows:

Paving			
Construction Cost			\$8,712,947.50
Fees			
Admin	4%		\$348,517.90
Contingency	5%		\$435,647.38
Engineering	10%		\$871,294.75
Interest	4%		\$348,517.90
Legal	3%		\$261,388.43
Total Estimated Cost			\$10,978,313.86
Funding			
Special Assessments	100.00%		\$10,978,313.86

Water Main			
Construction Cost			\$1,867,417.50
Fees			
Admin	4%		\$74,696.70
Contingency	5%		\$93,370.88
Engineering	10%		\$186,741.75
Interest	4%		\$74,696.70
Legal	3%		\$56,022.53
Total Estimated Cost			\$2,352,946.06
Funding			
Special Assessments	100.00%		\$2,352,946.06

Storm Sewer			
Construction Cost			\$5,966,740.00
Fees			
Admin	4%		\$238,669.60
Contingency	5%		\$298,337.00
Engineering	10%		\$596,674.00
Interest	4%		\$238,669.60
Legal	3%		\$179,002.20
Total Estimated Cost			\$7,518,092.40
Funding			
Special Assessments	100.00%		\$7,518,092.40

Sanitary Sewer			
Construction Cost			\$2,131,400.00
Fees			
Admin	4%		\$85,256.00
Contingency	5%		\$106,570.00
Engineering	10%		\$213,140.00
Interest	4%		\$85,256.00
Legal	3%		\$63,942.00
Total Estimated Cost			\$2,685,564.00
Funding			
Sales Tax Funds - Wastewater - 455	28.50%		\$765,450.00
Special Assessments	71.50%		\$1,920,114.00

Project Funding Summary			
Sales Tax Funds - Wastewater - 455	3.25%		\$765,450.00
Special Assessments	96.75%		\$22,769,466.32
Total Estimated Project Cost			\$23,534,916.32

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




 Thomas Knakmuhs, PE
 Assistant City Engineer



32a

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

August 17, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-22-N1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, August 17th 2022, for New Paving and Utility Construction, Improvement District No. BN-22-N1, located On 63 Ave S From 21 St S to 18th St S .

The bids were as follows:

Dakota Underground Co Inc	\$658,988.90
Northern Improvement Co	\$769,361.05
Key Contracting Inc	\$799,645.80
Engineers Estimate	\$529,694.13

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$658,988.90 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



Engineer's Statement Of Cost
Improvement District # BN-22-N1
New Paving And Utility Construction

On 63 Ave S From 21 St S to 18th St S.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

New Paving and Utility Construction Improvement District # BN-22-N1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving					
1	Topsoil - Strip	CY	467.00	7.00	3,269.00
2	Topsoil - Import	CY	502.00	25.00	12,550.00
3	Excavation	CY	2,863.00	6.00	17,178.00
4	Subcut	CY	501.00	6.00	3,006.00
5	Subgrade Preparation	SY	3,002.00	2.30	6,904.60
6	F&I Woven Geotextile	SY	3,002.00	2.00	6,004.00
7	F&I Class 5 Agg - 8" Thick	SY	3,002.00	13.50	40,527.00
8	F&I Edge Drain 4" Dia PVC	LF	1,497.00	12.10	18,113.70
9	F&I Sidewalk 4" Thick Reinf Conc	SY	143.00	65.00	9,295.00
10	F&I Sidewalk 6" Thick Reinf Conc	SY	8.00	78.00	624.00
11	F&I Det Warn Panels Cast Iron	SF	18.00	61.00	1,098.00
12	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,181.00	112.00	132,272.00
13	Casting to Grade - Blvd	EA	3.00	350.00	1,050.00
14	Casting to Grade - no Conc	EA	2.00	600.00	1,200.00
15	GV Box to Grade - Blvd	EA	5.00	300.00	1,500.00
16	GV Box to Grade - no Conc	EA	1.00	600.00	600.00
17	Mulching Type 1 Hydro	SY	2,780.00	0.90	2,502.00
18	Seeding Type C	SY	2,780.00	0.90	2,502.00
19	F&I Curb & Gutter Mountable (Type I)	LF	1,497.00	24.00	35,928.00
Paving Total					296,123.30
Sanitary Sewer					

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	F&I Manhole GB	EA	2.00	5,400.00	10,800.00
21	F&I Manhole 4' Dia Reinf Conc	EA	2.00	6,640.00	13,280.00
22	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	381.00	0.01	3.81
23	Plug Pipe 8" Dia	EA	1.00	100.00	100.00
24	Connect Pipe to Exist Pipe	EA	2.00	1,000.00	2,000.00
25	F&I Pipe SDR 26 - 6" Dia PVC	LF	1,050.00	29.00	30,450.00
26	F&I Pipe SDR 26 - 8" Dia PVC	LF	405.00	50.00	20,250.00
27	F&I Pipe SDR 35 - 10" Dia PVC	LF	357.00	55.00	19,635.00
28	Connect Sewer Service	EA	21.00	500.00	10,500.00
Sanitary Sewer Total					107,018.81
Water Main					
29	F&I Fittings C153 Ductile Iron	LB	286.00	12.00	3,432.00
30	F&I Hydrant	EA	2.00	6,200.00	12,400.00
31	Connect Pipe to Exist Pipe	EA	2.00	1,500.00	3,000.00
32	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	11.00	40.00	440.00
33	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	815.00	50.00	40,750.00
34	F&I Gate Valve 6" Dia	EA	2.00	2,000.00	4,000.00
35	F&I Gate Valve 8" Dia	EA	4.00	2,640.00	10,560.00
36	F&I Hydrant Ext. 12" High	EA	1.00	1,360.00	1,360.00
37	F&I Pipe 1" Dia Water Service	LF	922.00	17.30	15,950.60
38	F&I CS & Box 1" Dia	EA	21.00	650.00	13,650.00
39	Connect Water Service	EA	21.00	335.00	7,035.00
Water Main Total					112,577.60
Storm Sewer					
40	F&I Manhole GB	EA	1.00	2,500.00	2,500.00
41	Repair Manhole Floor & Invert	EA	1.00	1,000.00	1,000.00
42	Modify Manhole	EA	1.00	2,000.00	2,000.00
43	F&I Manhole 4' Dia Reinf Conc	EA	2.00	3,620.00	7,240.00
44	F&I Manhole 6' Dia Reinf Conc	EA	1.00	8,770.00	8,770.00
45	F&I Inlet - Single Box (SBI) Reinf Conc	EA	4.00	3,300.00	13,200.00
46	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	2,100.00	2,100.00
47	Plug Pipe 14" thru 24" Dia	EA	1.00	200.00	200.00
48	Connect Pipe to Exist Pipe	EA	1.00	500.00	500.00
49	Connect Pipe to Exist Structure	EA	1.00	1,500.00	1,500.00
50	F&I Pipe 12" Dia	LF	205.00	41.00	8,405.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	F&I Pipe 12" Dia Reinf Conc	LF	20.00	62.00	1,240.00
52	F&I Pipe w/GB 12" Dia Reinf Conc	LF	72.00	70.00	5,040.00
53	F&I Pipe 15" Dia Reinf Conc	LF	210.00	69.00	14,490.00
54	F&I Pipe 18" Dia	LF	181.00	77.00	13,937.00
55	F&I Pipe w/GB 18" Dia Reinf Conc	LF	42.00	95.00	3,990.00
56	F&I Pipe 24" Dia	LF	155.00	97.00	15,035.00
Storm Sewer Total					101,147.00
Street Lights					
57	F&I Conductor #6 USE Cu	LF	2,088.00	2.63	5,491.44
58	F&I Innerduct 1.5" Dia	LF	750.00	8.40	6,300.00
59	F&I Luminaire Type A	EA	4.00	1,610.00	6,440.00
60	F&I Light Standard Type A	EA	4.00	2,690.00	10,760.00
61	F&I Base 5' Deep Reinf Conc	EA	4.00	1,050.00	4,200.00
Street Lights Total					33,191.44
Miscellaneous					
62	Mulching Type 2 Straw	SY	2,464.00	0.47	1,158.08
63	Seeding Type C	SY	2,464.00	0.79	1,946.56
64	Stormwater Management	LS	1.00	2,500.00	2,500.00
65	Temp Construction Entrance	EA	1.00	0.01	0.01
66	Sediment Control Log 6" to 8" Dia	LF	50.00	5.20	260.00
67	Inlet Protection - New Inlet	EA	5.00	200.00	1,000.00
68	Inlet Protection - Existing Inlet	EA	5.00	200.00	1,000.00
Miscellaneous Total					7,864.65
Signing					
69	F&I Sign Assembly	EA	1.00	147.00	147.00
70	F&I Sign Assembly & Anchor	EA	3.00	152.00	456.00
71	F&I Diamond Grade Cubed	SF	15.90	21.00	333.90
72	F&I High Intensity Prismatic	SF	6.80	19.00	129.20
Signing Total					1,066.10
Total Construction in \$					658,988.90

Engineering	10.00%	65,898.89
Admin	4.00%	26,359.56
Legal	3.00%	19,769.67
Interest	4.00%	26,359.56
Contingency	5.00%	32,949.45
Total Estimated Costs		830,326.03
Special Assessments		830,326.03
Unfunded Costs		0.00

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

Date: 08/17/2022



Thomas Knakmuhs
Assistant City Engineer





326

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

August 17, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PN-22-M1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, August 17th 2022, for New Paving Construction, Improvement District No. PN-22-M1, located Rocking Horse Farm 6th Addition.

The bids were as follows:

Dakota Underground Co Inc	\$1,442,127.52
Northern Improvement Co	\$1,457,179.10
Border States Paving Inc	\$1,598,388.30
Opp Construction LLC	\$1,802,691.55
Engineers Estimate	\$1,347,097.00

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$1,442,127.52 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



Engineer's Statement Of Cost
Improvement District # PN-22-M1
New Paving Construction

Rocking Horse Farm 6th Addition

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

New Paving Construction Improvement District # PN-22-M1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous					
1	Stormwater Management	LS	1.00	3,500.00	3,500.00
2	Inlet Protection - New Inlet	EA	10.00	200.00	2,000.00
3	Inlet Protection - Existing Inlet	EA	10.00	200.00	2,000.00
4	Temp Construction Entrance	EA	2.00	0.01	0.02
Miscellaneous Total					7,500.02
Paving					
5	Remove Curb & Gutter	LF	140.00	12.00	1,680.00
6	Remove Pavement 10" Thick Conc	SY	225.00	25.00	5,625.00
7	Remove Pavement 9" Thick Asph	SY	60.00	20.00	1,200.00
8	Remove Sidewalk All Thicknesses All Types	SY	106.00	15.00	1,590.00
9	Excavate & Haul - Excess Material	CY	6,160.00	12.00	73,920.00
10	Excavation	CY	2,177.00	8.00	17,416.00
11	Subcut	CY	5,885.00	6.00	35,310.00
12	Subgrade Preparation	SY	8,887.00	2.00	17,774.00
13	F&I Geogrid - Subgrade Reinf	SY	8,887.00	2.60	23,106.20
14	F&I Crushed Conc - 12" Thick	SY	8,887.00	19.00	168,853.00
15	F&I Edge Drain 4" Dia PVC	LF	3,880.00	12.00	46,560.00
16	F&I Curb & Gutter Standard (Type II)	LF	3,880.00	28.50	110,580.00
17	F&I Pavement 10" Thick Doweled Conc	SY	6,320.00	92.50	584,600.00
18	F&I Shared Use Path 5" Thick Reinf Conc	SY	1,320.00	62.00	81,840.00
19	F&I Shared Use Path 6" Thick Reinf Conc	SY	56.00	77.00	4,312.00
20	F&I Impressed 8" Thick Reinf Conc	SY	12.00	140.00	1,680.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
21	F&I Driveway 7" Thick Reinf Conc	SY	280.00	81.00	22,680.00
22	F&I Det Warn Panels Cast Iron	SF	76.00	61.00	4,636.00
23	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	636.00	114.00	72,504.00
24	F&I Casting - Inlet	EA	1.00	1,060.00	1,060.00
25	Casting to Grade - Blvd	EA	18.00	350.00	6,300.00
26	Casting to Grade - no Conc	EA	13.00	450.00	5,850.00
27	GV Box to Grade - Blvd	EA	11.00	300.00	3,300.00
28	GV Box to Grade - no Conc	EA	2.00	500.00	1,000.00
29	Topsoil - Spread	CY	7,608.00	3.00	22,824.00
30	Seeding Type B	SY	8,700.00	0.40	3,480.00
31	Seeding Type C	SY	15,000.00	0.40	6,000.00
32	Mulching Type 1 Hydro	SY	23,700.00	0.50	11,850.00
Paving Total					1,337,530.20
Signing					
33	F&I Sign Assembly	EA	6.00	73.00	438.00
34	F&I Sign Assembly & Anchor	EA	9.00	95.00	855.00
35	F&I Diamond Grade Cubed	SF	43.60	23.00	1,002.80
36	F&I High Intensity Prismatic	SF	33.00	19.00	627.00
Signing Total					2,922.80
Street Lights					
37	F&I Base 6' Deep Reinf Conc	EA	15.00	525.00	7,875.00
38	F&I Conductor #6 USE Cu	LF	5,925.00	2.10	12,442.50
39	F&I Innerduct 1.5" Dia	LF	2,068.00	5.25	10,857.00
40	F&I Luminaire Type A	EA	15.00	1,575.00	23,625.00
41	F&I Light Standard Type A	EA	15.00	2,625.00	39,375.00
Street Lights Total					94,174.50
Total Construction in \$					1,442,127.52

Engineering	10.00%	144,212.75
Admin	4.00%	57,685.10
Legal	3.00%	43,263.83
Interest	4.00%	57,685.10
Contingency	5.00%	72,106.38
Total Estimated Costs		1,817,080.68
Special Assessments		1,817,080.68
Unfunded Costs		0.00

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

Date: 08/17/2022



Thomas Knakmuhs
Assistant City Engineer

