

FARGO CITY COMMISSION AGENDA  
Monday, August 23, 2021 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, August 9, 2021).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Receive and file an Ordinance Relating to Classification of Ordinance Violations (registration card to be carried).
- 2. Receive and file an Ordinance Relating to Classification of Ordinance Violations (yielding and stopping while operating a bicycle).
- 3. Findings of Fact and Order, and Notice of Entry of Order for property at 711 10th Avenue North.
- 4. Applications for Games of Chance:
  - a. Fargo South High School for a calendar raffle from 8/27/21 to 2/15/22.
  - b. Fargo Davies High School for a calendar raffle from 8/27/21 to 5/28/22.
  - c. Fargo Davies High School for a calendar raffle from 11/23/21 to 2/12/22.
  - d. Nativity Church of Fargo for bingo and a raffle on 11/7/21.
  - e. Red River Zoological Society for a raffle on 11/1/21.
- 5. Extension of the Class "A" Alcoholic Beverage License for Irish Hospitality d/b/a Hennessey's Irish Pub until 2/21/22.
- 6. Change Order No. 5 for an increase of \$29,870.50 for Project No. FM-16-A1.
- 7. Milestone No. 2 (Change Order No. 2) for a time extension to modify the installation of the precast wall façade to 10/15/21 and the completion of the wear course paving on Ash Street to 10/1/21 for Project No. FM-19-F1.
- 8. Grant award to the FARGODOME from the SBA for the Shuttered Venue Operators Grant (CFDA #59.075).
- 9. Receive and file Financial Status Report Year to Date ending 7/31/21 for major operating funds (unaudited).
- 10. Receive and file General Fund – Budget to Actual through July 2021 (unaudited).
- 11. Contract Agreement for Services with Community Uplift Program.

Page 22. Contract Agreement for Services with Dacotah Foundation.

13. Contract Agreement for Services with Southeast Human Service Center.
14. Contract Agreement for Services with the American Lung Association.
15. Agreement for Services with Thomas Matson Collier III.
16. Subrecipient Agreement with Family HealthCare.
17. Second Amendment to Lease Agreement with First Center South, LLC.
18. Agreement with Lisa Wise Consulting, Inc. for professional consulting services for Land Development Code Diagnostic.
19. Sole Source Procurement with LexisNexis in the amount of \$59,290.00 for the DORS Online Reporting System (SSP21138).
20. Authorization to extend the Services Agreement Code Enforcement Sidewalk Snow and Ice Removal Services to All-Terrain Grounds Maintenance and Valley Green & Associates for the 2021-2022 winter season (RFP18267).
21. Bid award for Project No. SW21-01.
22. Grant award from the ND Department of Transportation State Aid for Public Transit Agreement for 2022.
23. Bills.
24. Contract Amendment No. 5 with Houston Engineering in the amount of \$58,905.00 for Improvement District No. MS-17-A0.
25. Purchase Agreement with Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust in association with Improvement District No. FP-19-A1.
26. Purchase Agreement with Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust in association with Improvement District No. UN-20-B1.

#### **REGULAR AGENDA:**

27. **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).**
28. **\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**
  - a. Renaissance Zone Project for DFI BD LLC for a rehabilitation project at 122 Broadway.
  - b. Application to transfer a Class "F" Alcoholic Beverage License from Drunken Noodle d/b/a Wasabi Poke Bowl to Wasabi Poke Bowl LLC d/b/a Wasabi Poke Bowl to be located at 560 2nd Avenue North (ownership change).

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- c. Application for a Class "FA" Alcoholic Beverage License for Sickies ND, Inc. d/b/a Sickies Garage Burgers & Brews to be located at 2551 45th Street South, Suite 101.
- 29. Gregg Robbins, business owner, would like to address the City Commission regarding the 32nd Avenue South construction project.
  - 30. Update from the Municipal Airport Authority (MAA) on the MAA Capital Improvement Plan.
  - 31. Drought/Water Management Update.
  - 32. Status report from the City Attorney on the implementation of a Ward System of governance.
  - 33. Recommendations for the Red River Regional Dispatch Center.
  - 34. COVID-19 Update.
    - a. Recommendation from Commissioners Strand and Preston to implement a Temporary Employment Policy COVID-19 Prevention Measures (Masking Policy).
  - 35. Applications for property tax exemptions for improvements made to buildings:
    - a. Scott and Kathleen Woken, 2834 33rd Street South (3 year).
    - b. John and Maria Balintona, 1437 8th Street South (5 year).

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

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



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**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

August 19, 2021

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

RE: Ordinance Amendment – Registration Card to be Carried, Driving without liability insurance, License to be Carried and Exhibited upon Demand, and Classification of Ordinance.

Dear Mayor Mahoney and Commissioners,

I am enclosing for your consideration amendments to Fargo Municipal Code §§8-0304, 8-0320, 8-0323, and 1-0305, relating to Registration Card to be Carried, Driving without Liability Insurance, License to be Carried and Exhibited upon Demand, and Classification of Ordinance Violations.

Fargo Municipal Code Article 08-03 has historically mirrored North Dakota State Statutes when applicable. Recent legislative changes (House Bill 1502) have prompted the need for amendments to Fargo Municipal Code §§ 8-0304 and 8-0323. The amendments provide that violations of failing to carry a valid registration or possession of a driver's license at time of stop shall be dismissed if proof of current registration or license at the time of driving is produced within 14 days to the Fargo City Prosecutors' Office.

Fargo Municipal Code §§ 8-0320 and 1-0305 are also amended to correctly classify "Driving without liability insurance" as a noncriminal violation (\$150 for a first offense and \$300 for a second and subsequent offenses if within three years of the first violation). "Failure to deliver plates" remains a Class B Misdemeanor. Fargo Municipal Code §8-0320 is also updated to reflect state law amendments (Senate Bill 2056), which requires proof of liability insurance to be brought to the Fargo City Prosecutor's Office instead of the Fargo Municipal Court.

Chief Zibolski and Captain Vinson from the Fargo Police Department support this ordinance.

Senate Bill 2056 and House Bill 1502 are included for reference.



**SUGGESTED MOTION:** I move to receive and file the following ordinance amending Fargo Municipal Code section 8-0304, 8-0320, and 8-0323 of Article 8-03 of Chapter 8 of the Fargo Municipal Code relating to Registration Card to be Carried, Driving without Liability Insurance, and License to be Carried and Exhibited upon Demand, and section 1-0305 of Article 1-03 of Chapter 1 relating to Classification of Ordinance Violations and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Wischer', with a stylized flourish at the end.

William Wischer

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 AN ORDINANCE AMENDING SECTION 08-0304, 08-0320, AND 08-0323 OF  
2 ARTICLE 08-03 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE RELATING TO  
3 REGISTRATION CARD TO BE CARRIED IN THE DRIVER'S COMPARTMENT –  
4 INSPECTION OF CARD, DRIVING WITHOUT LIABILITY INSURANCE PROHIBITED,  
5 AND LICENSE TO BE CARRIED AND EXHIBITED UPON DEMAND,  
6 AND SECTION 1-0305 OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO  
7 MUNICIPAL CODE RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

17 NOW, THEREFORE,

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

19 Section 1. Amendment.

20 8-0304. - Registration card to be carried in the driver's compartment—Inspection of card.

21 The registration card issued for a vehicle shall be carried in the driver's compartment of the vehicle  
22 at all times when the vehicle is being operated upon the streets of the city. Such card shall be  
23 subject to inspection by any peace officer. However, a person cited for violation of this section

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1 may not be found to have committed the violation if the person, within fourteen days after being  
2 cited produces and displays to the office of the prosecutor where the matter is pending, a  
3 registration card valid at the time the person was cited. A peace officer, upon citing a person for  
4 violating this section, shall inform the person that a violation will be considered as not having  
5 occurred if the person produces and displays a valid registration card in the manner provided in  
6 this section.

7 Section 2. Amendment.

8 8-0320. - Driving without liability insurance prohibited.

- 9 A. A person may not drive, or the owner may not cause or knowingly permit to be driven, a  
10 motor vehicle in this city without a valid policy of liability insurance in effect in order to  
11 respond in damages for liability arising out of the ownership, maintenance, or use of that  
12 motor vehicle in the amount required by chapter 39-16.1, N.D.C.C.
- 13 B. Upon being stopped by a law enforcement officer for the purpose of enforcing or  
14 investigating the possible violation of an ordinance or state law, the person driving the  
15 motor vehicle shall provide to the officer upon request satisfactory evidence, including  
16 written or electronic proof of insurance, of the policy required under this section. If unable  
17 to comply with the request, that person may be charged with a violation of this section. If  
18 that person produces satisfactory evidence, including written or electronic proof of  
19 insurance, of a valid policy of liability insurance in effect at the time of the alleged violation  
20 of this section to the ~~office of the clerk of court under which the matter will be heard~~ office  
21 of the prosecutor where the matter is pending, that person may not be convicted or assessed  
22 any administration fee for violation of subsection A.
- 23 C. Notwithstanding section 26.1-30-18, N.D.C.C., a person may be convicted for failure to  
have a valid policy of liability insurance in effect under this section if the time of  
acquisition of the policy was after the time of the alleged incidence of driving without  
liability insurance. If the time of acquisition of the policy comes into question, the driver  
or owner has the burden of establishing the time of acquisition. If the driver is not an owner  
of the motor vehicle, the driver does not violate this section if the driver provides the court

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with evidence identifying the owner of the motor vehicle and describing circumstances under which the owner caused or permitted the driver to drive the motor vehicle.

- D. Violation of subsection A is ~~an infraction~~ a noncriminal offense and the sentence imposed must include a fine of ~~at least~~ one hundred fifty dollars which may not be suspended. A person convicted for a second or subsequent violation of driving without liability insurance within a three-year period must be fined ~~at least~~ three hundred dollars which may not be suspended. For a second or subsequent conviction for violation of subsection A, the court shall order the motor vehicle number plates of the motor vehicle owned and operated by the person at the time of the violation to be impounded until that person provides proof of insurance and a twenty dollar fee to the office of the police officer that made the arrest and notify the department of the order. The person shall deliver the number plates to the court without delay at a time certain as ordered by the court following the conviction. The court shall deliver the number plates to the department. A person who does not provide the number plates to the court at the appropriate time is guilty of a class B misdemeanor.

Section 3. Amendment.

8-0323. - License to be carried and exhibited on demand.

An individual licensed to operate a motor vehicle shall have the operator's license in the individual's immediate possession at all times when operating a motor vehicle and shall physically surrender the operator's license upon demand of any court or police officer; however, an individual charged with violating this section may not be convicted or assessed any court costs if the individual produces within fourteen days of being cited, to the office of the prosecutor where the matter is pending, in court or in the office of the arresting officer a valid operator's license issued to that individual that is not under suspension, revocation, or cancellation at the time of the individual's arrest.

Section 4. Amendment.

1-0305. Classification of ordinance violations.

- A. Violations of the following ordinances are Class B misdemeanors, subject to punishment as provided in this article:

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1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D) (~~driving without liability insurance – \$150.00 minimum fine~~ failure to deliver plates), section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0322 (harassment), section 10-0323 (simple assault), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ( $\geq \frac{1}{2}$  oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1513(C) (minor misrepresenting age), and section 25-1513(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities).

\* \* \* \*

C. 9. For a violation of the following ordinance, a fee of \$150.00.

Section 11-0814 (littering on private property), Section 08-0320(A) (Driving without liability insurance – first offense).

C. 10. For a violation of the following ordinance, a fee of \$200.00.

Section 8-0321 (use of a wireless communication device prohibited), section 8-0322 (distracted driving).

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1                   C. 11. For a violation of the following ordinance, a fee of \$300.00.

2  
3                   Section 08-0320(A) (Driving without liability insurance – second or subsequent offense in  
4                   three years).

5                   C. ~~12~~ 11. For a violation of 08-0502, a fee established as follows:

6                   \*           \*           \*           \*

7                   C. ~~13~~ 12. The determination of the fees payable for parking violations described in articles  
8                   8-10, 8-17, and section 9-0705 shall be based upon the vehicle that is found to be in  
9                   violation of said article and the owner of the vehicle shall be responsible for payment of  
10                  the fees.

11                  \*           \*           \*           \*

12                  Section 5. Penalty.

13                  A person who violates section 08-0304 is guilty of a noncriminal offense, punished by a  
14                  \$20.00 fee, which may not be suspended.

15                  A person who violates section 08-0320(A)(first offense) is guilty of a noncriminal offense,  
16                  punished by \$150.00 fee, which may not be suspended.

17                  A person who violates section 08-0320(A)(second or subsequent offense in three years) is  
18                  guilty of a noncriminal offense, punished by \$300.00 fee, which may not be suspended.

19                  A person, firm, or corporation who violates section 08-0320(D) of Article 08-03 and is  
20                  ordered to deliver their plates to the Court and does not provide the plates to the Court is  
21                  guilty of a class B misdemeanor and shall be punished by a fine not to exceed \$1,500.00, or  
22                  by imprisonment not to exceed 30 days, or by both such fine and imprisonment, in the  
23                  discretion of the court; the court to have power to suspend said sentence and to revoke the  
                    suspension thereof.

                    A person who violates section 08-0323 is guilty of a noncriminal offense, punished by a  
                    \$20.00 fee, which may not be suspended.

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

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

**Attest:**

**Steven Sprague, City Auditor**

First Reading:  
Second Reading:  
Final Passage:  
Publication:

**Sixty-seventh Legislative Assembly of North Dakota  
In Regular Session Commencing Tuesday, January 5, 2021**

HOUSE BILL NO. 1502  
(Representatives Mock, D. Ruby, Boschee)  
(Senators Clemens, Dwyer)  
(Approved by the Delayed Bills Committee)

AN ACT to create and enact a new subsection to section 39-04-37, a new subdivision to subsection 2 of section 39-06.1-06, and a new paragraph to subdivision a of subsection 3 of section 39-06.1-10 of the North Dakota Century Code, relating to the amount of statutory fees, entries against driving record, and moving violations; to amend and reenact section 39-04-55, subsections 2 and 4 of section 39-05-17, section 39-06-16, subdivision f of subsection 2 of section 39-06.1-06, subsection 1 of section 39-06.1-08, section 39-06.1-09, subdivision b of subsection 3 of section 39-06.1-10, subsection 2 of section 39-10-26, subsections 1 and 2 of section 39-10-38, and section 39-21-15 of the North Dakota Century Code, relating to the amount of statutory fees and moving violations and entries against driving record; and to provide a penalty.

**BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

**SECTION 1.** A new subsection to section 39-04-37 of the North Dakota Century Code is created and enacted as follows:

To operate, or for the owner thereof knowingly to permit anyone to operate a motor vehicle on a highway if the owner is employed in this state on a temporary or full-time basis, is a resident of the state, and does not have a temporary registration permit when required under subsection 1 of section 39-04-18.2. As used in this subsection, the term "resident" means a resident as defined under subdivision e of subsection 2 of section 39-04-18.

**SECTION 2. AMENDMENT.** Section 39-04-55 of the North Dakota Century Code is amended and reenacted as follows:

**39-04-55. Registration card to be carried in or on vehicle - Inspection of card - Penalty.**

The registration card issued for a vehicle must be carried in the driver's compartment of the vehicle or, in the case of a housetrailer or mobile home or a trailer or semitrailer, regardless of when such vehicle was acquired, inside or on the vehicle, at all times while the vehicle is being operated upon a highway in this state. The card is subject to inspection by any peace officer or highway patrol officer. Any person violating this section must be assessed a fee of twenty dollars. However, a person cited for violation of this section may not be found to have committed the violation if the person, within ~~forty-eight hours~~fourteen days after being cited, produces and displays to ~~any peace officer or highway patrol officer, or to the hearing official before whom the person was to appear~~office of the prosecutor where the matter is pending, a registration card valid at the time the person was cited. A peace officer or highway patrol officer, upon citing a person for violating this section, shall inform the person that a violation will be considered as not having occurred if the person produces and displays a valid registration card in the manner provided in this section. ~~A peace officer or highway patrol officer receiving evidence of the existence of a valid registration card as herein provided shall notify the hearing official of the appropriate jurisdiction of that fact.~~

**SECTION 3. AMENDMENT.** Subsections 2 and 4 of section 39-05-17 of the North Dakota Century Code are amended and reenacted as follows:

2. If legal title passes to the transferee, the owner shall deliver the endorsed certificate of title to the transferee within thirty days of the date the vehicle was purchased.
4. Within thirty days of receiving the title, the transferee shall deliver the endorsed certificate of title to the department with a transfer fee of five dollars, and shall make an application for a



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new certificate of title. In addition to any other penalty, the registration to a motor vehicle may be suspended or revoked if the transferee fails to present the endorsed certificate of title to the department for transfer and make application for a new certificate of title within thirty days. The department shall deliver the new certificate of title to the lienholder with priority. If there is no lienholder, delivery must be made to the owner.

**SECTION 4. AMENDMENT.** Section 39-06-16 of the North Dakota Century Code is amended and reenacted as follows:

**39-06-16. License to be carried and exhibited on demand.**

An individual licensed to operate a motor vehicle shall have the operator's license in the individual's immediate possession at all times when operating a motor vehicle and shall physically surrender the operator's license, upon demand of any court, police officer, or a field deputy or inspector of the department. However, an individual charged with violating this section may not be convicted or assessed any court costs if the individual produces in court or in the office of the arresting officer within fourteen days to the office of the prosecutor where the matter is pending, a valid operator's license issued to that individual that is not under suspension, revocation, or cancellation at the time of the individual's arrest.

**SECTION 5. AMENDMENT.** Subdivision f of subsection 2 of section 39-06.1-06 of the North Dakota Century Code is amended and reenacted as follows:

- f. A violation of subsection 1 of section 39-04-37 by an individual by becoming a resident of this state1 of this Act, a fee of one hundred dollars.

**SECTION 6.** A new subdivision to subsection 2 of section 39-06.1-06 of the North Dakota Century Code is created and enacted as follows:

A violation of 39-19-03, a fee of fifty dollars.

**SECTION 7. AMENDMENT.** Subsection 1 of section 39-06.1-08 of the North Dakota Century Code is amended and reenacted as follows:

1. A violation of section ~~39-04-11~~39-04-02.1, ~~subsection 1 of section 39-04-37 by an individual by becoming a resident of this state1 of this Act~~, subsection 4 of section 39-06-17, and section 39-06-20, 39-06-44, 39-06-45, 39-10-47, 39-10-49, 39-10-50, 39-10-54.1, 39-21-08, 39-21-10, 39-21-11, or 39-21-14, or a violation of any municipal ordinance equivalent to the foregoing sections.

**SECTION 8. AMENDMENT.** Section 39-06.1-09 of the North Dakota Century Code is amended and reenacted as follows:

**39-06.1-09. Moving violation defined.**

For the purposes of sections 39-06.1-06 and 39-06.1-13, a "moving violation" means a violation of section ~~39-04-11~~, 39-04-22, subsection 1 of section 39-04-37, section 39-04-55, 39-06-01, ~~39-06-04~~, 39-06-14, 39-06-14.1, 39-06-16, 39-06.2-07, 39-08-20, 39-08-23, 39-08-24, 39-08-25, 39-09-01, 39-09-01.1, 39-09-04.1, or 39-09-09, subsection 1 of section 39-12-02, section 39-12-04, 39-12-05, 39-12-06, 39-12-09, 39-19-03, 39-21-45.1, 39-24-02, or 39-24-09, except subdivisions b and c of subsection 5 of section 39-24-09, or equivalent ordinances; or a violation of the provisions of chapter 39-10, 39-10.2, ~~or 39-21, or 39-27~~, or equivalent ordinances, except subsection 5 of section 39-10-26, section 39-21-44, and subsections 2 and 3 of section 39-21-46, and those sections within those chapters which are specifically listed in subsection 1 of section 39-06.1-08.

**SECTION 9.** A new paragraph to subdivision a of subsection 3 of section 39-06.1-10 of the North Dakota Century Code is created and enacted as follows:

Driving in violation of the conditions of      2 points

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an instructional permit.

**SECTION 10. AMENDMENT.** Subdivision b of subsection 3 of section 39-06.1-10 of the North Dakota Century Code is amended and reenacted as follows:

b. Criminal Violations Conviction of:	Points Assigned:
(1) Reckless driving in violation of section 39-08-03, or equivalent ordinance	8 points
(2) Aggravated reckless driving in violation of section 39-08-03, or equivalent ordinance	12 points
(3) Leaving the scene of an accident involving property damage in violation of section 39-08-05, 39-08-07, or 39-08-08, or equivalent ordinances	14 points
(4) Leaving the scene of an accident involving personal injury or death in violation of section 39-08-04, or equivalent ordinance	18 points
(5) Violating restrictions in a restricted license issued under section 39-06-17 and relating to the use of eyeglasses or contact lenses while driving	3 points
(6) Violating any restrictions other than those listed in paragraph 5, contained in a restricted license issued under section 39-06-17 or 39-06.1-11	4 points
(7) Except as provided in paragraph 9 of subdivision a, knowingly operating an unsafe vehicle in violation of section 39-21-46, or equivalent ordinance	2 points
(8) Fleeing in a motor vehicle from a peace officer in violation of section 39-10-71, or equivalent ordinance	24 points
(9) Causing an accident with an authorized emergency vehicle or a vehicle operated by or under the control of the director used for maintaining the state highway system in violation of subsection 5 of section 39-10-26, or equivalent ordinance	2 points
<del>(10) Driving in violation of the conditions of an instructional permit</del>	<del>2 points</del>

**SECTION 11. AMENDMENT.** Subsection 2 of section 39-10-26 of the North Dakota Century Code is amended and reenacted as follows:

2. If an authorized emergency vehicle is parked or stopped at the scene of an emergency and is displaying a flashing, revolving, or rotating blue, white, or red light, approaching traffic shall move to the right-hand edge or curb of the roadway and shall stop, but once having stopped, traffic may proceed past the scene at its own risk when the roadway is clear, except when otherwise directed by a police officer. If an authorized emergency vehicle is otherwise parked or stopped on the interstate system, or on a multilane highway outside the limits of a city, and the authorized emergency vehicle is displaying a flashing, revolving, or rotating amber, blue, white, or red light, the driver of an approaching vehicle shall proceed with caution and yield the right of way by moving to a lane that is not adjacent to the authorized emergency vehicle if the move may be made with due regard to safety and traffic conditions or if not, the driver shall

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proceed with due caution, reduce the speed of the vehicle, and maintain a safe speed for the road conditions.

**SECTION 12. AMENDMENT.** Subsections 1 and 2 of section 39-10-38 of the North Dakota Century Code are amended and reenacted as follows:

1. No person may turn a vehicle ~~or~~ move right or left upon a roadway, or merge into or from traffic unless and until such movement can be made with reasonable safety without giving an appropriate signal in the manner hereinafter provided.
2. A signal of intention to turn ~~or~~ move right or left ~~when required, or merge into or from traffic~~ must be given continuously during not less than the last one hundred feet [30.48 meters] traveled by the vehicle before turning, moving right or left, or changing lanes.

**SECTION 13. AMENDMENT.** Section 39-21-15 of the North Dakota Century Code is amended and reenacted as follows:

**39-21-15. Lamps, reflectors, and reflective materials on farm tractors, farm equipment, and implements of husbandry.**

1. Every farm tractor, self-propelled unit of farm equipment, or towed implement of husbandry, manufactured or assembled after January 1, 1980, must at all times, and every farm tractor, self-propelled unit of farm equipment, or towed implement of husbandry must, when operated upon the highways of this state during the times mentioned in section 39-21-01, be equipped as follows:
  - 1- a. Tractors and self-propelled units of farm equipment must be equipped with two single-beam or multiple-beam headlamps meeting the requirements of section 39-21-20 or 39-21-22; provided, that a tractor or self-propelled unit of farm equipment which is not equipped with an electrical system must be equipped with at least one lamp displaying a white light visible when lighted from a distance of not less than one thousand feet [304.8 meters] to the front of the vehicle. Every tractor and self-propelled unit of farm equipment must be equipped with at least one lamp displaying a red light visible when lighted from a distance of one thousand feet [304.8 meters] to the rear of the vehicle. In addition, every tractor and every self-propelled unit of farm equipment must be equipped with two red reflectors visible from all distances from six hundred feet [182.88 meters] to one hundred feet [30.48 meters] to the rear when directly in front of lawful lower beams of headlamps.
  - 2- b. Every towed unit of farm equipment or implement of husbandry must be equipped with at least one lamp displaying a red light visible when lighted from a distance of one thousand feet [304.8 meters] to the rear or two red reflectors visible from all distances within six hundred feet [182.88 meters] to one hundred feet [30.48 meters] to the rear when directly in front of lawful lower beams of headlamps. In addition, if the extreme left projection of a towed unit of farm equipment or implement of husbandry extends beyond the extreme left projection of the towing tractor or vehicle, the unit or implement must be equipped with at least one amber lamp or reflector mounted to indicate as nearly as practicable the extreme left projection and visible from all distances within six hundred feet [182.88 meters] to one hundred feet [30.48 meters] to the front when illuminated by the lower beams of headlamps and at least one red lamp or reflector so mounted and visible from the same distances to the rear.
2. The lamps and reflectors required by this section must be so positioned as to show from front and rear as nearly as practicable the extreme projection of the vehicle carrying them on the side of the roadway used in passing the vehicle. If a farm tractor or a unit of farm equipment, whether self-propelled or towed, is equipped with two or more lamps or reflectors visible from the front or two or more lamps or reflectors visible from the rear, the lamps or reflectors must be so positioned that the extreme projections both to the left and to the right of the vehicle

H. B. NO. 1502 - PAGE 5

must be indicated as nearly as is practicable. If all other requirements are met, reflective tape or paint may be used in lieu of the reflectors required in ~~subsection 2~~subdivision b.

H. B. NO. 1502 - PAGE 6

\_\_\_\_\_  
Speaker of the House

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Chief Clerk of the House

\_\_\_\_\_  
Secretary of the Senate

This certifies that the within bill originated in the House of Representatives of the Sixty-seventh Legislative Assembly of North Dakota and is known on the records of that body as House Bill No. 1502.

House Vote:    Yeas 94            Nays 0            Absent 0

Senate Vote:    Yeas 47            Nays 0            Absent 0

\_\_\_\_\_  
Chief Clerk of the House

Received by the Governor at \_\_\_\_\_ M. on \_\_\_\_\_, 2021.

Approved at \_\_\_\_\_ M. on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Governor

Filed in this office this \_\_\_\_\_ day of \_\_\_\_\_, 2021,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Secretary of State

**Sixty-seventh Legislative Assembly of North Dakota  
In Regular Session Commencing Tuesday, January 5, 2021**

SENATE BILL NO. 2056  
(Judiciary Committee)  
(At the request of the Supreme Court)

AN ACT to amend and reenact subsection 2 of section 39-08-20 of the North Dakota Century Code, relating to driving without liability insurance.

**BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

**SECTION 1. AMENDMENT.** Subsection 2 of section 39-08-20 of the North Dakota Century Code is amended and reenacted as follows:

2. Upon being stopped by a law enforcement officer for the purpose of enforcing or investigating the possible violation of an ordinance or state law, the person driving the motor vehicle shall provide to the officer upon request satisfactory evidence, including written or electronic proof of insurance, of the policy required under this section. If unable to comply with the request, that person may be charged with a violation of this section. If that person produces satisfactory evidence, including written or electronic proof of insurance, of a valid policy of liability insurance in effect at the time of the alleged violation of this section to the office of the ~~court under which the matter will be heard~~ prosecutor where the matter is pending, that person may not be found in violation of subsection 1.

S. B. NO. 2056 - PAGE 2

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

\_\_\_\_\_  
Secretary of the Senate

\_\_\_\_\_  
Chief Clerk of the House

This certifies that the within bill originated in the Senate of the Sixty-seventh Legislative Assembly of North Dakota and is known on the records of that body as Senate Bill No. 2056.

Senate Vote:    Yeas 47            Nays 0            Absent 0

House Vote:    Yeas 92            Nays 0            Absent 1

\_\_\_\_\_  
Secretary of the Senate

Received by the Governor at \_\_\_\_\_ M. on \_\_\_\_\_, 2021.

Approved at \_\_\_\_\_ M. on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Governor

Filed in this office this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Secretary of State



②

**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

August 19, 2021

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

RE: Ordinance Enactment and Amendment – overtaking and passing a bicycle, yielding and stopping while operating a bicycle on a roadway, obedience to traffic-control devices, and classifications of ordinance violations.

Dear Mayor Mahoney and Commissioners,

I am enclosing for your consideration amendments to Fargo Municipal Code §§ 8-1411, 8-1424, and 1-0305, relating to Yielding and Stopping while Operating a Bicycle on a Roadway, Obedience to Traffic-Control Devices, and Classifications of Ordinance Violations. The proposed ordinance also enacts § 08-1220 (Overtaking and Passing a Bicycle).

Fargo Municipal Code Article 08-14 has historically mirrored North Dakota State Statutes when applicable. Recent legislative changes (House Bill 1252) have prompted the need for amendments to Fargo Municipal Code §§ 8-1411 and 8-1424. Unless exempted, a biker must follow the same “rules of the road” as a driver of a motor vehicle. The new state law requires a similar Fargo Municipal Code Section (§ 8-1424), which allows a bike to be exempt from coming to a complete stop at stop signs in some circumstances.

In addition, the state legislature passed a law which requires motorists to maintain at least three feet when passing a bike on the roadway (House Bill 1290). This state law requires creation of Fargo Municipal Code § 8-1220. The penalty for violating § 8-1220 is a noncriminal, \$40 fine, which is reflected in § 1-0305(C)(4).

Chief Zibolski and Captain Vinson of the Fargo Police Department are aware of this ordinance and support it.

North Dakota House Bills 1290 and 1252 from the 2021 session are included for reference.



**SUGGESTED MOTION:** I move to receive and file the following ordinance amending Fargo Municipal Code §§ 8-1411, 8-1424, and 1-0305, relating to Yielding and Stopping while Operating a Bicycle on a Roadway, Obedience to Traffic-Control Devices, and Classifications of Ordinance Violations, Enacting a new Fargo Municipal Code § 08-1220 titled Overtaking and Passing a Bicycle, and to place the ordinance on for first reading at the next regularly-scheduled City of Fargo Commission meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read 'William Wischer', with a stylized flourish at the end.

William Wischer

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 AN ORDINANCE ENACTING SECTION 08-1220 OF  
2 ARTICLE 08-12 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE RELATING TO  
3 OVERTAKING AND PASSING A BICYCLE, AMENDING 8-1424 AND 8-1411 OF  
4 ARTICLE 8-14 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE RELATING TO  
5 YIELDING AND STOPPING WHILE OPERATING A BICYCLE ON A ROADWAY AND  
6 OBEDIENCE TO TRAFFIC-CONTROL DEVICES, AND AMENDING  
7 SECTION 1-0305 OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO  
8 MUNICIPAL CODE RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

18 NOW, THEREFORE,

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

20 Section 1. Enactment.

21 8-1220. – Overtaking and passing a bicycle

22 Overtaking and passing a bicycle. The driver of a vehicle shall leave a safe distance when  
23 overtaking and passing a bicycle proceeding in the same direction on a roadway and shall maintain

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 clearance until safely clear of the overtaken bicycle. "Safe distance" as used in this section means  
2 no less than three feet [0.91 meters] clearance.

3 Section 2. Amendment.

4 8-1424. Reserved - Yielding and stopping while operating a bicycle on a roadway.

- 5 1. An individual operating a bicycle who is approaching a stop sign at an intersection with a  
6 roadway having three or more lanes for moving traffic shall come to a complete stop before  
7 entering the intersection.
- 8 2. An individual operating a bicycle who is approaching a stop sign at an intersection where  
9 a vehicle is stopped in the roadway at the same stop sign shall come to a complete stop  
10 before entering the intersection.
- 11 3. An individual operating a bicycle who is approaching a stop sign at an intersection with a  
12 roadway having two or fewer lanes for moving traffic shall reduce speed and, if required  
13 for safety, stop before entering the intersection. After slowing to a reasonable speed or  
14 stopping, the individual shall yield the right - of - way to any vehicle in the intersection or  
15 approaching on another roadway so closely as to constitute an immediate hazard during the  
16 time the individual is moving across or within the intersection, except that an individual,  
17 after slowing to a reasonable speed and yielding the right - of - way if required, cautiously  
18 may make a turn or proceed through the intersection without stopping.
- 19 4. An individual operating a bicycle who is approaching an intersection shall yield the right -  
20 of - way to any vehicle that already has entered the intersection.
- 21 5. When an individual operating a bicycle and a vehicle enter an intersection from different  
22 roadways at approximately the same time, the operator of the vehicle or bicycle on the left  
23 shall yield the right - of - way to the vehicle or bicycle on the right.
6. If the individual operating a bicycle is involved in a collision with a vehicle in the  
intersection or junction of roadways after proceeding past a stop sign without stopping or  
past a steady red traffic - control light, the collision is deemed prima facie evidence of the  
individual's failure to yield the right of way.

19 Section 3. Amendment.

20 8-1411. - Obedience to traffic-control devices.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

- 1 A. Any person operating a bicycle shall obey the instructions of official traffic-control  
2 signals, signs, and other control devices applicable to vehicles, unless otherwise  
3 directed by a police officer, or except as to special regulations in this article.
- 4 B. Whenever authorized signs are erected indicating that no right or left or U-turn is  
5 permitted, no person operating a bicycle shall disobey the direction of any such signs,  
6 but where the rider dismounts from the bicycle to make any such turn, he shall then  
7 obey the regulations applicable to pedestrians.

8 Section 4. Amendment.

9 1-0305. Classification of ordinance violations.

10 \* \* \* \*

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

13 \* \* \* \*

- 14 4. For a violation of the following ordinances a fee of \$40.00.

15 Section 8-0105 (driving wrong way on one-way street), section 8-0106 (obey  
16 temporary traffic sign/barrier), section 8-0303(B) (parent/guardian allow  
17 unlicensed/under 16 to drive), section 8-0303(C) (owner allowing unlicensed/under  
18 16 to drive), section 8-0305(B) (current license required), section 8-0306 (violation  
19 of restricted license), section 8-0316 (permit unauthorized person to drive), section  
20 8-0403 (disobey traffic control device (barricade)), section 8-0405 (traffic control  
21 signals), section 8-0407 (flashing signals), section 8-0506 (impeding traffic), article  
22 8-06 (regulating turning movements), section 8-1010 (motor vehicle left  
23 unattended—brakes to be set, engine stopped, and keys removed), section 8-1011  
(drive or park on private property), section 8-1018 (taking on or discharging  
passengers), section 8-1111 (vehicle required to stop at railroad crossing), section  
8-1201 (following too closely), sections 8-1202 thru 8-1218(D) (general rules of  
the road), section 8-1220 (overtaking and passing a bicycle), section 8-1301(C)

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

(driving over fire hose), section 8-1301(D) (driving through/around barricade), section 8-1305 (driving vehicle on sidewalk), section 8-1306 (improper backing), 8-1308 (helmet required—operator/passenger), section 8-1309 (number of riders on motorcycle limited), section 8-1310 (clinging to a vehicle or allowing same), section 8-1313 (unlawful riding on vehicle), section 8-1315 (unlawful towing), section 8-1316(A) (operating motor vehicle with view obstructed by load/passengers), section 8-1316(B) (passenger obstructing driver's view), section 8-1319 (unlawful operation of motor vehicle private property), section 8-1321 (use of seat belts required), section 8-1804 (driving through school patrols), section 8-1415 (right-of-way emerging from alley or driveway), section 8-1417 (parking restriction).

\* \* \* \*

Section 5. Penalty.

A person who violates section 8-1220 is guilty of a noncriminal offense, punished by a \$40.00 fee, which may not be suspended.

Section 6. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:

**Sixty-seventh Legislative Assembly of North Dakota  
In Regular Session Commencing Tuesday, January 5, 2021**

HOUSE BILL NO. 1290  
(Representatives Mock, Hager, Hagert, Jones, Kading, O'Brien, Owens, Sanford)  
(Senators Bakke, Clemens, Dwyer)

AN ACT to create and enact section 39-10-11.1 of the North Dakota Century Code, relating to a vehicle overtaking and passing a bicycle on a roadway; and to provide a penalty.

**BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

**SECTION 1.** Section 39-10-11.1 of the North Dakota Century Code is created and enacted as follows:

**39-10-11.1. Overtaking and passing a bicycle.**

The driver of a vehicle shall leave a safe distance when overtaking and passing a bicycle proceeding in the same direction on a roadway and shall maintain clearance until safely clear of the overtaken bicycle. "Safe distance" as used in this section means no less than three feet [0.91 meters] clearance.

H. B. NO. 1290 - PAGE 2

\_\_\_\_\_  
Speaker of the House

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Chief Clerk of the House

\_\_\_\_\_  
Secretary of the Senate

This certifies that the within bill originated in the House of Representatives of the Sixty-seventh Legislative Assembly of North Dakota and is known on the records of that body as House Bill No. 1290.

House Vote:    Yeas 59            Nays 33            Absent 2

Senate Vote:    Yeas 37            Nays 9            Absent 1

\_\_\_\_\_  
Chief Clerk of the House

Received by the Governor at \_\_\_\_\_ M. on \_\_\_\_\_, 2021.

Approved at \_\_\_\_\_ M. on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Governor

Filed in this office this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Secretary of State

**Sixty-seventh Legislative Assembly of North Dakota  
In Regular Session Commencing Tuesday, January 5, 2021**

HOUSE BILL NO. 1252  
(Representatives Mock, Hager, Jones, Kading, O'Brien, D. Ruby)  
(Senators Bakke, Dwyer, D. Larsen)

AN ACT to create and enact a new section to chapter 39-10.1 of the North Dakota Century Code, relating to stopping and yielding while operating a bicycle; and to provide a penalty.

**BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

**SECTION 1.** A new section to chapter 39-10.1 of the North Dakota Century Code is created and enacted as follows:

**Yielding and stopping while operating a bicycle on a roadway.**

1. An individual operating a bicycle who is approaching a stop sign at an intersection with a roadway having three or more lanes for moving traffic shall come to a complete stop before entering the intersection.
2. An individual operating a bicycle who is approaching a stop sign at an intersection where a vehicle is stopped in the roadway at the same stop sign shall come to a complete stop before entering the intersection.
3. An individual operating a bicycle who is approaching a stop sign at an intersection with a roadway having two or fewer lanes for moving traffic shall reduce speed and, if required for safety, stop before entering the intersection. After slowing to a reasonable speed or stopping, the individual shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time the individual is moving across or within the intersection, except that an individual, after slowing to a reasonable speed and yielding the right-of-way if required, cautiously may make a turn or proceed through the intersection without stopping.
4. An individual operating a bicycle who is approaching an intersection shall yield the right-of-way to any vehicle that already has entered the intersection.
5. When an individual operating a bicycle and a vehicle enter an intersection from different roadways at approximately the same time, the operator of the vehicle or bicycle on the left shall yield the right-of-way to the vehicle or bicycle on the right.
6. If the individual operating a bicycle is involved in a collision with a vehicle in the intersection or junction of roadways after proceeding past a stop sign without stopping or past a steady red traffic-control light, the collision is deemed prima facie evidence of the individual's failure to yield the right of way.



H. B. NO. 1252 - PAGE 2

\_\_\_\_\_  
Speaker of the House

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Chief Clerk of the House

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Secretary of the Senate

This certifies that the within bill originated in the House of Representatives of the Sixty-seventh Legislative Assembly of North Dakota and is known on the records of that body as House Bill No. 1252.

House Vote:    Yeas 68            Nays 21            Absent 5

Senate Vote:    Yeas 35            Nays 11            Absent 1

\_\_\_\_\_  
Chief Clerk of the House

Received by the Governor at \_\_\_\_\_ M. on \_\_\_\_\_, 2021.

Approved at \_\_\_\_\_ M. on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Governor

Filed in this office this \_\_\_\_\_ day of \_\_\_\_\_, 2021,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Secretary of State



3

Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

August 19<sup>th</sup>, 2021

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

**RE: Dangerous Building located at 711 10<sup>th</sup> Avenue North, Fargo, North Dakota**

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact and an Order regarding the dangerous building proceeding for the property at 711 10<sup>th</sup> Avenue North. At its August 9<sup>th</sup>, 2021 meeting, the report presented by Bruce Taralson, city of Fargo Building Official, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

**Suggested Motion:** I move to approve the Findings of Fact, Order, and Notice as presented.

Sincerely,

Alissa R. Farol  
Assistant City Attorney

Enclosure

cc: Bruce Taralson, Inspections Department



**FINDINGS OF FACT AND ORDER**  
**of the**  
**BOARD OF CITY COMMISSIONERS**  
**OF THE CITY OF FARGO**

Property Address: 711 10<sup>th</sup> Avenue North, Fargo, North Dakota

Owner: Uptown Lofts, LLC

A hearing was held before the Board of City Commissioners of the City of Fargo on the 9<sup>th</sup> day of August, 2021 regarding property located at 711 10<sup>th</sup> Avenue North, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Brandon Raboin additionally appeared and provided testimony.

The Board heard the testimony offered by the inspections department and Mr. Raboin, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

**FINDINGS OF FACT**

1. That Uptown Lofts, LLC is the owner of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

Lot A, Block Sixteen (16) of Chapins-Auditors Sub to the city of Fargo.

The street address for which is: 711 10<sup>th</sup> Avenue North, Fargo, North Dakota, 58102.

2. That the subject property is vacant and uninhabitable.
3. That on April 30<sup>th</sup>, 2021, Lynne Olson, Rental Housing Inspector to the city of Fargo, inspected the property and found the building, consisting of a two-story, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108.1.5 of the International Property Maintenance Code concerning dangerous structures.
4. That on July 22<sup>nd</sup>, 2021, James Haley, Deputy Assessor for the city of Fargo,

performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

5. That the building is unsafe and is a dangerous building in the following respects:  
(a) fire damage to entire lower level of building; (b) water has been shut off since February 10<sup>th</sup>, 2021; (c) signs of squatters in main and accessory structures; (d) multiple windows are boarded; (e) accumulation of junk in building; (f) drug paraphernalia is present, including needles; (g) graffiti on the building; and (h) signs of rodent infestation.

6. Further, the City Commission finds that the following conditions exist with respect to the subject property:

- a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;
- b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

7. That the information in the files of the Inspection Department and City Assessor's Office stemming from various inspections of the property on or before April 30<sup>th</sup>, 2021 and July 22<sup>nd</sup>, 2021, with respect to the subject property is hereby accepted as true and correct.

8. That the building located at 711 10<sup>th</sup> Avenue North, Fargo, North Dakota, 58102, is hereby found to be a "dangerous building."

9. Notice of Dangerous Building was posted on the property on or about May 4<sup>th</sup>, 2021 in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 20 days from the date of the notice.

10. The owner has not sufficiently presented cause why the "dangerous building" should not be demolished.

11. That Inspections Department may secure the removal of this building if the owner fails to comply with city ordinances and demolish the property by October 1<sup>st</sup>, 2021.

12. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

**ORDER**

Based on the foregoing Findings of Fact, it is hereby ORDERED that Uptown Lofts, LLC, or anyone else claiming an ownership interest, shall demolish the “dangerous building” located at 711 10<sup>th</sup> Avenue North, Fargo, North Dakota by October 1<sup>st</sup>, 2021.

It is further ordered that if the owner fails to demolish said “dangerous building,” the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against the subject property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this \_\_\_\_\_ day of August, 2021.

BOARD of CITY COMMISSIONERS of the CITY  
OF FARGO,  
a North Dakota Municipal Corporation

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

ATTEST:

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

**NOTICE OF ENTRY OF ORDER**

TO: UPTOWN LOFTS, LLC, AND ALL OTHER PERSONS HAVING INTEREST IN THIS  
PROPERTY

RE: PROPERTY AT 305 UNIVERSITY DRIVE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the subject property may be demolished by the city of Fargo at any time on or after October 1<sup>st</sup>, 2021.

DATED this \_\_\_\_\_ day of August, 2021.

BOARD OF CITY COMMISSIONERS  
CITY OF FARGO, a North Dakota Municipal  
Corporation

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

ATTEST:

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



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9338 (04-2020)

4a

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.*

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date	
Fargo South High School	8-27-21 to 2-15-22		
Organization or Group Contact Person	Title or Position	Telephone Number	
Karri Segal	Bookkeeper	701-446-2022	
Business Address	City	State	ZIP Code
1840 15th Ave S	Fargo	ND	58103
Mailing Address (if different)	City	State	ZIP Code
Same			
Site Name (where gaming will be conducted)			
Fargo South High School			
Site Address	City	ZIP Code	County
1840 15th Ave S	Fargo, ND	58103	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	\$3000.00
Add Row	Delete Row	

Total (limit \$40,000 per year)	3000.00
---------------------------------	---------

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)

Organization or Group Contact Person			
Name	Title	Telephone Number	E-mail Address
Karri Segal	Bookkeeper	701-446-2022	segalka@fargo.k12.nd.us
Signature of Organization or Group's Top Official	Title	Date	
Todd D. Petersen	Principal	8-10-21	



## South High Home Games

**Football 2021**  
**Fargo South High**  
**1840 15<sup>th</sup> Ave S**  
**Fargo, ND 58103**

**Volleyball 2021**  
**Fargo South High**  
**1840 15<sup>th</sup> Ave S**  
**Fargo, ND 58103**

<b>August 27, 2021</b>	<b>August 31, 2021</b>
<b>September 3, 2021</b>	<b>September 7, 2021</b>
<b>September 24, 2021</b>	<b>September 16, 2021</b>
<b>October 15, 2021</b>	<b>September 23, 2021</b>
	<b>October 2, 2021</b>
	<b>October 4, 2021</b>
	<b>October 14, 2021</b>
	<b>October 15, 2021</b>
	<b>October 28, 2021</b>
	<b>November 2, 2021</b>

**Boys Basketball 2021/2022**  
**Fargo South High**  
**1840 15<sup>th</sup> Ave S**  
**Fargo, ND 58103**

**Girls Basketball 2021/2022**  
**Fargo South High**  
**1840 15<sup>th</sup> Ave S**  
**Fargo, ND 58103**

<b>December 7, 2021</b>	<b>December 3, 2021</b>
<b>December 16, 2021</b>	<b>December 14, 2021</b>
<b>December 29, 2021</b>	<b>December 21, 2021</b>
<b>January 11, 2022</b>	<b>January 6, 2022</b>
<b>January 15, 2022</b>	<b>January 8, 2022</b>
<b>January 18, 2022</b>	<b>January 18, 2022</b>
<b>January 25, 2022</b>	<b>January 21, 2022</b>
<b>January 29, 2022</b>	<b>January 25, 2022</b>
<b>February 4, 2022</b>	<b>February 1, 2022</b>
<b>February 11, 2022</b>	<b>February 8, 2022</b>
<b>February 15, 2022</b>	<b>February 11, 2022</b>



## APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (04-2020)

\$25.00  
V7456

46

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 <i>Fargo Davies High School</i>		Dates of Activity <i>8.27.21 thru 5.28.22</i>		If raffle, provide drawing date	
Organization or Group Contact Person <i>Lenny Oulhaase</i>		Title or Position <i>AD</i>		Telephone Number <i>701.446.5608</i>	
Business Address <i>7150 25th St S</i>		City <i>Fargo</i>		State <i>ND</i>	ZIP Code <i>58104</i>
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) <i>Daves Campus</i>					
Site Address <i>7150 25th St S</i>		City <i>Fargo</i>		ZIP Code <i>58104</i>	County <i>Cass</i>

## Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	1/2 money collected	
Add Row	Delete Row	

Total (limit \$40,000 per year) *10,000*

## Intended Uses of Gaming Proceeds

*Fundraising*

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 <i>Lenny Oulhaase</i>	Title <i>AD</i>	Telephone Number <i>701.446.5608</i>	E-mail Address <i>oulhaase1@fargo.k12.nd.us</i>
Signature of Organization or Group's Top Official <i>Lenny Oulhaase</i>		Title <i>AD</i>	Date <i>8.12.21</i>



## APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (04-2020)

\$25.00

V7459

(40)

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 <i>Fargo Davies High School</i>	Dates of Activity <i>11.23<sup>rd</sup> thru 12.12.22</i>	If raffle, provide drawing date	
Organization or Group Contact Person <i>Lenny Oehlhauser</i>	Title or Position <i>AD</i>	Telephone Number <i>701.446.5608</i>	
Business Address <i>7150 25<sup>th</sup> St S</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58104</i>
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) <i>Scheels Avenue @ 5225 31<sup>st</sup> Ave</i>			
Site Address <i>Fargo 5225 31<sup>st</sup> Ave</i>	City <i>Fargo</i>	ZIP Code <i>58104</i>	County <i>Cass</i>

## Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 RAFFLE	1/2 money collected	
Add Row	Delete Row	

Total (limit \$40,000 per year) *\$4,000*

Intended Uses of Gaming Proceeds

*Fundraising*

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 <i>Lenny Oehlhauser</i>	Title <i>AD</i>	Telephone Number <i>701.446.5608</i>	E-mail Address <i>Oehlhauser@Fargo-K12.nd.us</i>
Signature of Organization or Group's Top Official <i>Lenny Oehlhauser</i>		Title <i>AD</i>	Date <i>20.8.12.21</i>



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2019)

Application for: ☒ Local Permit      \* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to <i>Nativity Church of Fargo</i>		Date(s) of Activity <i>11-7-21 to 11-7-21</i>		For a raffle, provide drawing date(s): <i>11-7-21</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Karen L. Donahue</i>		Title <i>Treasurer</i>		Business Phone Number <i>701-232-2414</i>	
Business Address <i>1825 11<sup>th</sup> Street S.</i>		City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58103</i>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Nativity Church</i>		Site Address <i>1825 11<sup>th</sup> St. S.</i>			
City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58103</i>	County <i>Cass</i>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>Raffle</i>	<i>Cash</i>	<i>\$500.00</i>	<i>Raffle</i>	<i>Cash</i>	<i>\$50.00</i>
<i>"</i>	<i>"</i>	<i>500.00</i>	<i>"</i>	<i>"</i>	<i>50.00</i>
<i>"</i>	<i>"</i>	<i>100.00</i>	<i>"</i>	<i>"</i>	<i>50.00</i>
<i>"</i>	<i>"</i>	<i>100.00</i>			
<i>"</i>	<i>"</i>	<i>100.00</i>	<i>Bingo</i>	<i>Cash/Gift Cards</i>	<i>350.00</i>
<i>"</i>	<i>"</i>	<i>100.00</i>			
<i>"</i>	<i>"</i>	<i>50.00</i>			
<i>"</i>	<i>"</i>	<i>50.00</i>			
<i>"</i>	<i>"</i>	<i>50.00</i>			
			Total:		(Limit \$40,000 per year) <i>\$ 2050.00</i>

Intended uses of gaming proceeds:

*Charitable Causes & Facility Needs*

Does the organization presently have a state gaming license? ☒ No    ☐ Yes - 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.

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

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

Signature of Organization or Group's Top Official <i>Karen L. Donahue</i>	Date <i>8-12-21</i>	Title <i>Fall Festival Treasurer</i>	Business Phone Number <i>701-361-4263</i>
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2019)

Application for: ☒ Local Permit      \* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to <b>Red River Zoological Society</b>	Date(s) of Activity <b>10/11/21 to 11/11/21</b>	For a raffle, provide drawing date(s): <b>Nov. 1st 2021</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Sally Jacobson</b>	Title <b>Executive Director</b>	Business Phone Number <b>701-277-9240 x301</b>	
Business Address <b>4255 23rd Ave South</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58104</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Red River Zoo</b>	Site Address <b>4255 23rd Ave South</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58104</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Gucci bag	\$1,350. <sup>00</sup>			
Raffle	Playstation 5	\$499. <sup>00</sup>			
Raffle	Grand Patron Zoo membership	\$500. <sup>00</sup>			
Total:			(Limit \$40,000 per year) \$2,349. <sup>00</sup>		

Intended uses of gaming proceeds: Support Red River Zoo operations. Educational programs.

Does the organization presently have a state gaming license? ☒ No    ☐ Yes - 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.

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

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

Signature of Organization or Group's Top Official <b>Sally Jacobson</b>	Date <b>8/16/21</b>	Title <b>Executive Director</b>	Business Phone Number <b>701-277-9240</b>
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X: 301

## **MEMORANDUM**

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**TO:** Board of City Commissioners

**FROM:** Steven Sprague, City Auditor

**SUBJECT:** Liquor License Extension – Hennessey's

**DATE:** August 12, 2021

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from Irish Hospitality d/b/a Hennessey's Irish Pub until February 21, 2022

The City Commission granted Hennessey's an extension on March 8, 2021 running until September 20, 2021. Hennessey's has made substantial progress towards reopening in a new location; however, there is still a long way to go. At this time, Hennessey's is requesting an additional 6-month extension to February 21, 2022.

Please see the attached letter from the legal representative.

Please approve an extension of 25-1512 for Irish Hospitality d/b/a Hennessey's Irish Pub until February 21, 2022.

**Recommended Motion:**

**Move an extension of the requirements of 25-1512 to Hennessey's Irish Pub until February 21, 2022.**

William P. Harrie\*  
Mark R. Hanson\* •  
Douglas W. Gigler\*  
Andrew L.B. Noah  
Jacqueline S. Anderson\*



\*Thaddeus E. Swanson  
\*Cloe A. Kilwein  
\*Anthony J.R. Anderson

Gregory B. Selbo, Retired

\*Also Licensed in Minnesota  
• Also Licensed in South Dakota

August 12, 2021

VIA E-MAIL  
SSprague@FargoND.gov

Steve Sprague  
City Auditor  
225 N. 4<sup>th</sup> St.  
Fargo, ND 58102

Re: Hennessy's License  
Class A Liquor License A-9  
Our File No. 14010.001

Dear Steve:

I represent Irish Hospitality, LLC, the holder of the Class A liquor license No. A-9 issued by the City of Fargo to Irish Hospitality, LLC d/b/a Hennessy's Irish Pub ("Irish Hospitality").

During its March 8, 2021, Regular Meeting, the Board of City Commissioners of the City of Fargo ("City Commission") addressed Irish Hospitality's request to have the License extended until June 30, 2022. During that meeting, the City Commission approved a motion to extend that License six months, to September 20, 2021. See City Commission Minutes at <https://fargond.gov/city-government/departments/city-commission/agendas-minutes/2021-minutes-video-archive/march-8-2021-minutes>. I believe a fair reading of the minutes from, and discussion held during, the March 8 meeting was the City Commission preferred the 6-month extension so the Commission could monitor the progress Irish Hospitality has made regarding the use for the License.

Since the March 8, 2021, City Commission meeting, Irish Hospitality has made the following progress with regard to finding an appropriate use for the License

1. On July 28, 2021, Irish Hospitality entered into a signed Letter of Intent ("LOI") to lease space in the area of 32<sup>nd</sup> Ave. S. and I-29, Fargo, N.D.
2. The LOI and subsequent lease documents will allow a bar, consistent with the use of the License, to occupy the leased premises.
3. Now that the LOI has been signed, the parties will work on the lease and construction/fit up.

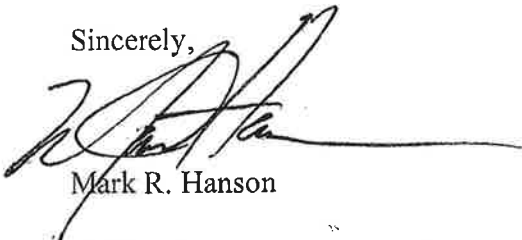
Steve Sprague  
August 12, 2021  
Page 2

4. The leased area is part of a redevelopment of a current property. Thus, it will take some time for the owner/landlord to have the new space ready for Irish Hospitality. The goal is to have the bar in the leased space by the end of 2021. However, Irish Hospitality does not have complete control over when the space will be ready.

**Irish Hospitality, therefore, respectfully requests that Class A license No. A-9 be extended an additional 6 months to allow sufficient time for Irish Hospitality to finalize the new venture for use of the License and/or to provide the City Commission an update on the status of the development and Irish Hospitality's lease. The request is for a 6-month extension until the February 21, 2022, City Commission meeting.**

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mark R. Hanson', with a long horizontal flourish extending to the right.

Mark R. Hanson

MRH/mrh

Cc: Client [Via email only]



## REPORT OF ACTION

⑥

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-16-A1

Type: Change Order #5

Location: 45<sup>th</sup> Street & 64<sup>th</sup> Avenue North

Date of Hearing: 8/16/2021

RoutingDate

City Commission

8/23/2021

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Change Order #5, in the amount of \$29,870.50 for additional work.

Staff is recommending approval of Change Order #5 in the amount of \$29,870.50, which brings the total contract amount to \$9,364,503.70.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #5 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #5 in the amount of \$29,870.50, bringing the total contract amount to \$9,364,503.70 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 Assistant City Engineer

## Memorandum

**To:** Members of PWPEC

**From:** Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain  
Nicole Crutchfield, Director of Planning & Development

**CC:** Jody Bertrand, Division Engineer; Nathan Boerboom, Division Engineer

**Date:** August 13, 2021

**Re:** Project No. FM-16-A1 North Side Flood Risk Management Levee  
Change Order #5

---

The project was advertised in August 2020 and the project was awarded to Key Contracting in September 2020 and construction started thereafter.

While constructing the levee west of the Fargo Lagoons we found that the existing topsoil through the Harwood Lagoons was less than needed for the permanent levee seeding. Topsoil was imported to cover the shortage. While installing the levee drainage ditch east of CR 31 we found that the existing CCEC power Line and XCEL Gas line was shallower than expected and needed to be lowered. To save time the Contractor provided excavation support and the private utilities lowered the subject lines. While preparing to raise 25<sup>th</sup> Street at 52<sup>nd</sup> Avenue North for the new levee, we decided to add portable message boards to advise local traffic of interruptions. The total cost of this change order is \$29,870.50. Change order has been reviewed by Moore Engineering and Fargo Engineering, and is reasonable.

Funding for this project will come from the Flood Sales Tax Fund 460.

**Recommended Motion:**

Approve Change Order #5 in the amount of \$29,870.50.

Attachment



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Project No</b>	FM-16-A1	<b>Change Order No</b>	5
<b>Project Name</b>	North Side Flood Risk Management Levee		
<b>Date Entered</b>	8/13/2021	<b>For</b>	Key Contracting Inc

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

**EXPLANATION OF CHANGE:** Added topsoil, utility adjustment, message boards

West of the lagoons the existing topsoil was less than expected and we needed contractor to import topsoil to complete levee coverage. East of CR 31 while installing the drainage ditches along the levee we found a shallow power line and shallow gas line. Contractor provided excavation support for the private utility lowering. For the raising of 25th street over the levee we added message boards to aid the neighborhood in awareness of construction interruptions.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	89	Topsoil - Import	CY	0.00	0.00	0.00	1,500.00	1,500.00	15.40	23,100.00
	90	Site Grading	LS	0.00	0.00	0.00	1.00	1.00	4,240.50	4,240.50
	91	Traffic Control - Changeable Message Board	EA	0.00	0.00	0.00	2.00	2.00	1,255.00	2,530.00
<b>Miscellaneous Sub Total (\$)</b>										<b>29,870.50</b>

**Summary**

**Source Of Funding**

Sales Tax Funds - Flood Control - 460

**Net Amount Change Order # 5 (\$)**

29,870.50

**Previous Change Orders (\$)**

123,096.90

**Original Contract Amount (\$)**

9,211,536.30

**Total Contract Amount (\$)**

9,364,503.70

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
06/15/2022	07/01/2022	0.00	0.00	06/15/2022	07/01/2022

**Description**

Report Generated : 08/13/2021 09:28:42 AM

Page 1 of 2

Project No : FM-16-A1



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED	APPROVED DATE
For Contractor	Department Head
Title	Mayor
VP	8/18/21

**Key Contracting, Inc.**

245 7th Avenue NE

West Fargo, North Dakota 58078

Phone: (701) 238-8192

Fax: (701) 356-0166

Internet: keycontracting.com

**CHANGE ORDER REQUEST # 5**

Submitted To: Moore Engineering  
 Attention: Brady Woodard  
 Date: 7/29/2021  
 Project: City of Fargo FM-16-A1  
 Total Price: \$27,340.50

Key Contracting, Inc., hereby submits an estimate for all labor and materials for:

**Remove and Dispose of Rip Rap at Harwood Lagoons**

Description	Measure	Quantity	Unit Price	Amount
<b>Excavating Inc Proposed Work</b>				
Imported Topsoil	cy	1500	\$ 15.40 14.00	\$ 21,000.00
Xcel Line Lowering	ls	1	\$ 1,140.00	\$ 1,140.00
Cass Electric Line Lowering	ls	1	\$ 1,915.00	\$ 1,915.00
Plug 12" Concrete Pipe	each	2	\$ 400.00	\$ 800.00
Key 10% Mark up	%	\$ 0.10	\$ 24,855.00	\$ 2,485.50
				\$ 27,340.50

23,100  
 2100 - 0.0000  
 00000  
 2000 - 5000 - 60000  
 4,240.50

All materials are guaranteed as specified.

All work shall be completed in a workman like manner and according to standard practice.

Dated as noted above.

Accepted on: \_\_\_\_\_

**Steve Carr**

Key Contracting, Inc.

Contact: Steve Carr

Cell (701) 371-1284

**Key Contracting, Inc.**

245 7th Avenue NE

West Fargo, North Dakota 58078

Phone: (701) 238-8192

Fax: (701) 356-0166

Internet: keycontracting.com

**CHANGE ORDER REQUEST # 6**

Submitted To: Moore Engineering  
 Attention: Brady Woodard  
 Date: 8/10/2021  
 Project: City of Fargo FM-16-A1  
 Total Price: **\$2,530.00**

**Key Contracting, Inc., hereby submits an estimate for all labor and materials for:**

**Add Message Boards on 25th Street 7/22 to 8/13**

Description	Measure	Quantity	Unit Price	Amount
Message Board	each	2	\$ 1,150.00	\$ 2,300.00
Key 10% Mark up	%	\$ 0.10	\$ 2,300.00	\$ 230.00
				\$ 2,530.00

4100 -  
 14020 -  
 00000

All materials are guaranteed as specified.

All work shall be completed in a workman like manner and according to standard practice.

Dated as noted above.

Accepted on: \_\_\_\_\_

**Steve Carr**

Key Contracting, Inc.

Contact: Steve Carr

Cell (701) 371-1284

\_\_\_\_\_

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(7)

Project No. FM-19-F1 Type: Milestone No. 2 Time Extension (Change Order #2)

Location: Oak Grove Date of Hearing: 8/16/2021

<u>Routing</u>	<u>Date</u>
City Commission	8/23/2021
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a Milestone No. 2 time extension (Change Order #2) requested by Meyer Contracting, Inc.

Milestone No. 2 has a completion date of August 6, 2021. The Contractor experiences delays from their form liner supplier and subsequently their pre-cast wall panel supplier was delayed in production for the steel sheet pile wall façade. The Contractor has since received the form liner and the precast panels are in production and expected to be delivered by the middle of September. Installation will commence when the panels are received.

There are also delays associated with completion the final pavement on Ash Street while constructing the norther wall closure structure. The Contractor proposes to pave the base course of asphalt to reestablish vehicle traffic for the school and will pave the final top lift at one time to get a uniform final lift of asphalt. Contractor is working with the school for access on Ash Street.

Staff is recommending approval of changes to Milestone No. 2 to modify the installation of the precast wall façade to October 15, 2021 and the completion of the wear course paving on Ash Street to October 1, 2021.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of the Milestone No. 2 time extension (Change Order #2) as described above to Meyer Contracting, Inc.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve the Milestone No. 2 time extension (Change Order #2) with Meyer Contracting, Inc. to modify the installation of the precast wall façade to October 15, 2021 and the completion of the wear course paving on Ash Street to October 1, 2021.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations


Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 Assistant City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Project Manager  
**Cc:** Nathan Boerboom, Division Engineer  
**Date:** August 16, 2021  
**Re:** Project No. FM-19-F1 – Milestone No. 2 Modification – Change Order #2

---

### Background:

Project No. FM-19-F1 is for the installation of an earthen levee, concrete floodwalls, sheet pile floodwall and a storm sewer gateway in the Oak Grove neighborhood.

In the project specifications, Milestone No. 2 is as follows:

“Milestone No. 2 shall consist of all concrete and sheet pile floodwall work (with the exception of painting, staining, and anti-graffiti coatings) between Station 53+65.47 and 60+93.28 as well as all utilities and paving on Ash St and South Terrace N. Pavement removal on Ash St and South Terrace N cannot commence until June 1, 2021. Failure to meet this Milestone will result in liquidated damages being applied at a rate of \$2,000 per calendar day.”

Milestone 2 has a completion date of August 6, 2021. The Contractor experienced delays from their form liner supplier and subsequently their pre-cast wall panel supplier was delayed in production for the steel sheet pile wall façade. The Contractor has since received the form liners from their supplier and the pre-cast panels are in production and expected to be delivered by the middle of September. Installation will commence when the panels are received.

There are also delays associated with completing the final pavement on Ash Street while constructing the northern wall closure structure. The Contractor proposes to pave the base course of asphalt to reestablish vehicle traffic for the school and will pave the final top lift at one time to get a uniform final lift of asphalt.

The Contractor is working with the school for access on Ash Street and will continue to do so as we approach the start of the new school year.

### Recommended Motion:

Approve changes to Milestone No. 2 to modify the installation of the precast wall façade to October 15, 2021 and the completion of the wear course paving on Ash Street to October 1, 2021.

Attachments





Fargo Office	P	701.237.5065
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1401 21st Avenue North ; Fargo, ND 58102

August 3, 2021

Robert Hasey  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Subject: FM-19-F1 Oak Grove Flood Risk Management Project  
Milestone No. 2 Modification**

Mr. Hasey:

Meyer Contracting is requesting a modification to Milestone No. 2. The contract documents state that all concrete and sheet pile floodwall work (with the exception of painting, staining, and anti-graffiti coatings) between Station 53+65.47 and 60+93.28 as well as all utilities and paving on Ash St and South Terrace N be completed by August 6, 2021. As stated in their request, manufacturing delays as well as a request by the City to replace additional clay tile sanitary sewer pipe in South Terrace N. have caused delays to portions of Milestone No. 2. Meyer Contracting is requesting that the Milestone No. 2 date for the installation of the precast wall panels between Station 55+93.28 and 60+93.28 be extended to October 15, 2021. In addition, they are requesting that the Milestone No. 2 date for the bituminous pavement wear course be extended to October 1, 2021.

We have reviewed the attached request and agree that modifying Milestone No. 2 as noted above is reasonable. Therefore, we recommend approving this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael P. Love', written over a horizontal line.

Michael P. Love, PE  
Project Manager  
Direct: 701.499.2062  
mlove@houstoneng.com



August 3, 2021

Mike Love, PE  
Houston Engineering  
1401 21<sup>st</sup> Ave N  
Fargo, ND 58106

RE: Oak Grove Flood Risk Management Project  
Project NO. FM-19-F1  
Adjustment to Milestone 2

Mr. Love,

Meyer Contracting, Inc. (MCI) is requesting an adjustment to Milestone two as defined in section two of Special Instruction to Bidders. This request is primarily due to manufacturer caused delays and added work.

*Milestone No. 2 shall consist of all concrete and sheet pile floodwall work (with the exception of painting, staining, and anti-graffiti coatings) between Station 53+65.47 and 60+93.28 as well as all utilities and paving on Ash St and South Terrace N. Pavement removal on Ash St and South Terrace N cannot commence until June 1, 2021. This milestone does not apply to the Oak Park entrance south of South Terrace N.*

MCI had conveyed to Houston Engineering a manufacture caused delay on June 17, 2021, as it pertained to the form-liner. This material affected MCI's ability to manufacture, deliver, and install the precast panels that are incorporated into the sheet pile wall. This specifically affects station 55+93.28 to 60+93.28. Currently the sheeting is installed to approximately station 61+50. MCI is anticipating the precast portions of the project to be onsite the middle of September. MCI will need to install a portion of the sheeting wall that is a part of Milestone two outside of the specified dates.

Then at the end of the shift 7/28/21 it was requested to return to the sanitary sewer and remedy a 20' length of pipe in South Terrace that was in disrepair prior to construction. This added scope may cause a delay in completion on the paving and prevent the full scope of work from being complete by 8/6/21. At a minimum the sanitary sewer will be installed and the road will be brought up to top of aggregate base grade until the asphalt paving contractor is available to return and complete this portion of South Terrace.

Additionally, there are portions of both the north and south cast in place floodwall that are outside of the Milestone two deadline that will affect completion as defined in the special instructions to bidders. Specifically, the OSHA complaint excavations of the footings impede on the curb and gutter and the paving adjacent to the remaining portion of the North Floodwall and South Floodwall. To give the City of Fargo the best finished product, MCI suggests that the paving stays approximately eight feet away from the edge of excavation and paves the base lift only. Then when the asphalt paver returns to the site, they would finish the portion that was left out due to the excavation and pave the wear course. The goal is limiting a cold joint in the bituminous mat.

MCI understands the intent of Milestone two is to accommodate the upcoming school schedule with fall activities beginning 8/9/21 and the subsequent events to follow. MCI has maintained a good working



relationship with the school and will continue to do so through continued onsite coordination of events.

In summary, there are two major functions of work that affect the school, the installation of the precast wall and the completion of the paving. MCI is looking for an extension of milestone two with a revised completion of the precast panels till 10/15/21 and an extension on the paving being complete on or before 10/1/21. If this extension is granted MCI will continue to work the current hours in these areas unless there is an event that would create an unsafe environment for both the pedestrians and MCI employees, for example a football game at the adjacent field.

Thank you for your time and consideration in this matter.

Please feel free to contact MCI with any questions.

## **Eric Wilaby**

Senior Project Manager



**Mobile:** 612.760.6399

**Direct:** 763.391.5989

<b>Project No</b>	FM-19-F1	<b>Change Order No</b>	2
<b>Project Name</b>	Oak Grove Flood Risk Management Project		
<b>Date Entered</b>	8/16/2021	<b>For</b>	Meyer Contracting, Inc.

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

**EXPLANATION OF CHANGE:** Milestone No. 2 Modification

Modify Milestone No. 2 to move the installation of the precast wall panels to October 15, 2021 and the completion of the wear course paving on Ash Street to October 1, 2021.

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 (\$)
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 2 (\$)</b>										
<b>Previous Change Orders (\$)</b>										
<b>Original Contract Amount (\$)</b>										
<b>Total Contract Amount (\$)</b>										
0.00										
6,635,152.64										
6,635,152.64										

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/01/2021		0.00	0.00	11/01/2021	

**Description**

**APPROVED**

8/18/21

**APPROVED DATE**

For Contractor

*Eric Wilson*

Department Head

Title

Project Manager

*[Signature]* 8/18/21  
Mayor



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Attest



(8)

**To:** Board of City Commissioners  
**From:** Rob Sobolik, FARGODOME General Manager  
**Subject:** FARGODOME 2021 Grant Award Approval  
**Date:** August 11, 2021

---

FARGODOME requests your approval of the SBA Shuttered Venue Operators Grant award of \$3,782,180.53. FARGODOME was notified of the award on July 14, 2021; funds have been received through the City of Fargo.

**Shuttered Venue Operators Grant (SVOG)**

*Funded through the Small Business Administration (CFDA 59.075)*

The Shuttered Venue Operators Grant program is Section 324 of the Economic Aid to Hard-Hit Small Businesses, Nonprofits and Venues Act (Economic Aid Act) signed into federal law on December 27, 2020. The law includes \$15 billion in grants to operators of shuttered venues due to the COVID pandemic. No local share is required. Eligible entities may qualify for grants equal to the lesser of forty-five percent of 2019 gross earned revenue or \$10 million.

**Recommended Motion:**

Approve FARGODOME's SBA Shuttered Venue Operators Grant award of \$3,782,180.53.

RS/sjt  
cc: Kent Costin

**CITY OF FARGO, NORTH DAKOTA**  
**FINANCIAL STATUS REPORT - MAJOR OPERATING FUNDS**  
**2021 - YEAR TO DATE ENDING THROUGH 7/31/2021**  
**BUDGET TO ACTUAL (Unaudited)**

<b>REVENUES:</b>	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>	<b>Variance Percentage</b>	<b>Footnotes</b>
<b>General Fund</b>	<b>\$ 61,290,000</b>	<b>\$ 60,334,000</b>	<b>\$ (956,000)</b>	<b>-1.6%</b>	
<b>Enterprise Funds:</b>					
Water	13,847,000	14,089,000	242,000	1.7%	
Solid Waste	10,064,000	9,375,000	(689,000)	-6.8%	
Wastewater	8,585,000	8,198,900	(386,100)	-4.5%	
Transit	5,012,000	4,424,000	(588,000)	-11.7%	(3)
Street Lighting	1,974,000	1,979,000	5,000	0.3%	
Storm Sewer	1,633,000	1,676,000	43,000	2.6%	
Forestry	1,432,000	1,477,000	45,000	3.1%	
Vector Control	415,000	416,000	1,000	0.2%	
Transit Capital	341,000	242,000	(99,000)	-29.0%	(1)
<b>Total Enterprise Funds</b>	<b>43,303,000</b>	<b>41,876,900</b>	<b>(1,426,100)</b>	<b>-3.3%</b>	
<b>Total Operating Funds</b>	<b>\$ 104,593,000</b>	<b>\$ 102,210,900</b>	<b>\$ (2,382,100)</b>	<b>-2.3%</b>	

<b>EXPENDITURES:</b>	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>	<b>Variance Percentage</b>	<b>Notes</b>
<b>General Fund</b>	<b>\$ 60,226,000</b>	<b>\$ 54,553,000</b>	<b>5,673,000</b>	<b>9.4%</b>	
<b>Enterprise Funds:</b>					
Water	\$ 13,901,000	\$ 12,637,900	1,263,100	9.1%	
Solid Waste	11,005,000	8,491,000	2,514,000	22.8%	(1)
Wastewater	9,148,000	8,504,000	644,000	7.0%	
Transit	5,513,000	4,857,000	656,000	11.9%	
Transit Capital	4,989,000	318,087	4,670,913	93.6%	(1)
Street Lighting	2,386,000	1,936,000	450,000	18.9%	
Storm Sewer	1,378,000	1,024,000	354,000	25.7%	(1)
Forestry	1,571,000	1,556,000	15,000	1.0%	
Vector Control	478,000	298,000	180,000	37.7%	(2)
<b>Total Enterprise Funds</b>	<b>50,369,000</b>	<b>39,621,987</b>	<b>10,747,013</b>	<b>21.3%</b>	
<b>Total Operating Funds</b>	<b>\$ 110,595,000</b>	<b>\$ 94,174,987</b>	<b>\$ 16,420,013</b>	<b>14.8%</b>	

Reporting Basis: Revised Budget, Period 7/2021

- (1) Budgets have not been seasonally adjusted for capital projects  
 (2) Weather conditions currently impact service requirements  
 (3) Transit operating and capital grants are pending from Federal Transit Administration

(10)

**CITY OF FARGO  
GENERAL FUND - BUDGET TO ACTUAL  
THROUGH JULY 2021  
(UNAUDITED)**


	<b>2021 BUDGET</b>	<b>2021 ACTUAL</b>	<b>VARIANCE</b>
<b>REVENUES:</b>			
Taxes	\$ 31,584,714	\$ 32,140,597	\$ 555,883
Licenses & Permits	3,011,382	3,569,978	558,596
Fines & Traffic Tickets	1,206,438	953,484	(252,954)
Intergovernmental Revenue	8,691,260	9,027,908	336,648
Charges for Services	7,119,448	5,865,150	(1,254,298)
Interest	1,679,524	1,501,097	(178,427)
Miscellaneous Revenue	1,398,470	767,033	(631,437)
Transfers In	6,598,710	6,508,892	(89,818)
<b>Total Revenues</b>	<b>\$ 61,289,946</b>	<b>\$ 60,334,139</b>	<b>\$ (955,807)</b>
<b>EXPENDITURES:</b>			
City Administrator	\$ 5,082,393	\$ 4,941,952	\$ 140,441
Finance	4,840,255	3,840,494	999,761
Planning & Development	2,900,425	2,583,733	316,692
Public Works	10,133,242	8,746,941	1,386,301
Fire Department	9,117,770	7,922,864	1,194,906
Police	14,070,401	12,569,945	1,500,456
Health	6,956,716	6,776,701	180,015
Library	2,844,997	2,651,553	193,444
Commission	506,687	384,533	122,154
Civic Center	-	-	-
Social Services	1,043,210	283,090	760,120
Capital Outlay	311,568	142,262	169,306
Vehicle Replacement/IT	15,270	97,375	(82,105)
Contingency	(1,082,839)	(2,991)	(1,079,848)
Transfers Out	3,485,478	3,614,775	(129,297)
<b>Total Expenditures</b>	<b>\$ 60,225,573</b>	<b>\$ 54,553,227</b>	<b>\$ 5,672,346</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ 1,064,373</b>	<b>\$ 5,780,912</b>	<b>\$ 4,716,539</b>





## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

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

**DATE:** AUGUST 17, 2021

**RE:** AGREEMENT FOR SERVICES WITH THE COMMUNITY  
UPLIFT PROGRAM FOR A MAXIMUM OF \$3,500

The attached Contract Agreement with the Community Uplift Program 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 Community Uplift Program.

DF/lls  
Enclosure



## CONTRACT AGREEMENT FOR SERVICES

**Fargo Cass**

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

**THIS AGREEMENT**, effective the 31st day of August 2021, by and between Fargo Cass Public Health (FCPH); and the Community Uplift Program (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 August 31, 2021 through June 13, 2022.
- B. **Services to be provided by independent contractor:** Working in collaboration with FCPH, 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: attend trainings to acquire relevant information and skills to properly dose nicotine replacement therapy to reduce tobacco use.
- C. **Reimbursement:** The contracting consultant shall be reimbursed up to \$3,500. This includes \$2,500 for tobacco treatment specialist training. An additional \$1,000 will be made available for nicotine replacement therapy upon the successful completion of the tobacco treatment specialist training and obtaining standing orders for dosing. The final invoice being due on June 13, 2022.
- 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, with the final report due on June 13, 2022.

### 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**

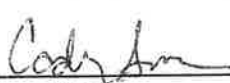
By   
Desi Fleming, Director of Public Health

Date 8/17/21

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

Date \_\_\_\_\_

**Community Uplift Program**

By   
Name: Cody Severson  
Title: Executive Director

Date 08/17/2021

**OFFICE USE:**


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



12

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

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

**DATE:** AUGUST 17, 2021

**RE:** AGREEMENT FOR SERVICES WITH DACOTAH  
FOUNDATION FOR A MAXIMUM OF \$11,790

The attached Contract Agreement with Dacotah Foundation 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 Dacotah Foundation.

DF/lls  
Enclosure



## CONTRACT AGREEMENT FOR SERVICES

Fargo Cass



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

**THIS AGREEMENT**, effective the 31<sup>st</sup> day of August 2021, by and between Fargo Cass Public Health (FCPH); and Dacotah Foundation (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 August 31, 2021 through June 13, 2022.
- B. **Services to be provided by independent contractor:** Working in collaboration with FCPH, 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: attend trainings to acquire relevant information and skills to properly dose nicotine replacement therapy and developing alternatives activities to reduce tobacco use.
- C. **Reimbursement:** Contractor shall be reimbursed up to \$11,790. This includes \$2,100 for nicotine replacement therapy at Cooper House. In addition, \$1,250 for alternative activity equipment, \$1,200 for coping skills and material interventions, \$1,500 for signage, \$2,000 for incentive programs, \$1,240 for CO2 breath analyzers, and \$2,500 for tobacco treatment specialist training to be used at all Dacotah Foundation residential facilities and Cooper House. Invoices must be submitted monthly by the first Monday for the previous month. The final invoice being due on June 13, 2022.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- 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, with the final report due on June 13, 2022.

### Special Considerations:

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

In **Witness** thereof, this Service Agreement has been executed between the Contractor and FCPH on the date-executed below.

**Fargo Cass Public Health**

By Desi Fleming  
Desi Fleming, Director of Public Health

Date August 17, 2021

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

Date \_\_\_\_\_

**Dacotah Foundation**

By [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date 8-13-2021

**OFFICE USE:**

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



**Fargo Cass Public Health**  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone: 701.241.1360 | Fax: 701.241.1366  
[www.FargoCassPublicHealth.com](http://www.FargoCassPublicHealth.com)




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

**Fargo Cass Public Health**

(13)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

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

**DATE:** AUGUST 17, 2021

**RE:** AGREEMENT FOR SERVICES WITH SOUTHEAST  
HUMAN SERVICE CENTER FOR A MAXIMUM OF \$37,850

The attached Contract Agreement with Southeast Human Service 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 Southeast Human Service Center.

DF/lls  
Enclosure



**THIS AGREEMENT**, effective the 31<sup>st</sup> day of August 2021, by and between Fargo Cass Public Health (FCPH); and Southeast Human Service 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 August 31, 2021 through June 13, 2022.
- B. Services to be provided by independent contractor:** Working in collaboration with FCPH, 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: group and individual counseling for tobacco cessation services, implement alternative activities in place of tobacco breaks, attend trainings to acquire relevant information and skills to properly dose nicotine replacement therapy and ongoing education on tobacco. In addition, work with their Psychiatry Service department to educate them in prescribing nicotine replacement therapy to consumers who struggle with tobacco addiction.
- C. Reimbursement:** Contractor shall be reimbursed up to \$37,850. This includes \$24,580 for nicotine replacement therapy, \$3,750 for tobacco treatment specialist training, \$500 for signage, \$3,720 for CO2 breath analyzers, \$3,800 for contingency management, and \$1,500 for Health Living Group activities. Invoices must be submitted monthly by the first Monday for the previous month. The final invoice being due on June 13, 2022.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- 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, with the final report due on June 13, 2022.

**Special Considerations:**

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



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

**In Witness** thereof, this Service Agreement has been executed between the Contractor and FCPH on the date-executed below.

**Fargo Cass Public Health**

By   
Desi Fleming, Director of Public Health

Date 8/17/21

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

Date \_\_\_\_\_

**Southeast Human Service Center**

By   
Name: Jeff Stenseth  
Title: Regional Director

Date 8/17/2021

**OFFICE USE:**

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




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

**Fargo Cass Public Health**

(14)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: AUGUST 17, 2021**

**RE0: AGREEMENT FOR SERVICES WITH AMERICAN LUNG ASSOCIATION FOR IMPLEMENTING ACTIVITIES TO INCREASE TOBACCO PREVENTION, CONTROL AND CESSATION.**

The attached Agreement for Services with American Lung Association for a maximum of \$11,000.00 for assistance in creating activities to increase tobacco prevention, control and cessation.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Agreement for Services with American Lung Association.

DF/lls  
Enclosure



**THIS AGREEMENT**, effective the 31st day of August 2021, by and between Fargo Cass Public Health (FCPH); and the American Lung Association (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 August 31, 2021 through June 13, 2022.
- 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: increase tobacco cessation/treatment opportunities for those with behavioral health conditions and/or experiencing homelessness, partner with behavioral health organizations to implement new cessation/treatment protocols and ground policies and increase buy-in and capacity for change among local behavioral health professionals. Activities will also build upon findings from previous assessments of local behavioral health organizations (including homeless shelters as well as programs treating mental illness and/or substance use disorders). American Lung Association (ALA) will also continue to nurture professional relationships with local behavioral health programs to offer staff education, issue staff surveys at additional sites, and offer technical assistance. Additionally, ALA will host monthly technical assistance sessions to any organization.
- C. Reimbursement:** The contracting consultant shall be reimbursed up to \$11,000. This includes staff time of \$10,800 (20 hours each month for 10 months at \$54 per hour), \$118 for supplies, and \$82 for mileage. Invoices must be submitted monthly by the first Monday for the previous month. The final invoice being due on June 13, 2022.
- 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, with the final report due on June 13, 2022.

**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, Director of Public Health

Date 8/17/21

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

Date \_\_\_\_\_

**American Lung Association**

By   
Name: \_\_\_\_\_  
Title: Chief Missin Officer

Date 8/12/21

**OFFICE USE:**


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



(15)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

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

**DATE:** AUGUST 17, 2021

**RE:** AGREEMENT FOR THOMAS MATSON COLLIER, III,  
INDEPENDENT CONTRACTOR, FOR SERVING AS LOGISTICS  
AND OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT  
TESTING SITE

The attached agreement for services with Thomas Matson Collier III to serve as the Logistics and Operations Support for the COVID-19 Testing Site is for \$23.00 an hour. The cost of this contract will be covered by the CARES funding. The cost will not exceed a total of \$9,900.

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

**Suggested Motion:** Move to approve the agreement with Thomas Matson Collier III.

DF/lls  
Enclosure



# AGREEMENT FOR SERVICES

**Fargo Cass**

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

**THIS AGREEMENT**, effective the 17th day of August 2021, by and between Fargo Cass Public Health ("FCPH"); and Thomas Matson Collier III.

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

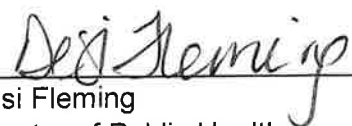
- A. Term of Agreement:** The parties entered into a written agreement for the period of August 17<sup>th</sup>, 2021, through October 30, 2021.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. He will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Thomas Matson Collier III shall be reimbursed for the above services rendered, at a rate of \$23.00 per hour, not to exceed a total of \$9,900 for total project detailed.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

## Special Considerations:

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

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

## FARGO CASS PUBLIC HEALTH

  
 \_\_\_\_\_  
 Desi Fleming  
 Director of Public Health

Date August 17, 2021

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

Date \_\_\_\_\_

## INDEPENDENT CONTRACTOR


  
 \_\_\_\_\_  
 Thomas Matson Collier, III  
 Independent Contractor

Date August 17, 2021

(16)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: AUGUST 17, 2021**

**RE: SUB RECIPIENT AGREEMENT BETWEEN FARGO CASS  
PUBLIC HEALTH AND FAMILY HEALTHCARE FOR  
IMMUNIZATION/COVID-19 ACTIVITIES, SUPPORT SERVICES  
AND STAFF, NOT TO EXCEED \$447,000**

The attached sub recipient agreement between Fargo Cass Public Health and Family HealthCare is for mitigation of the spread of COVID-19 through targeted testing. The funds will come the COVID-19 Grant funds that were received from Fargo Cass Public Health. Fargo Cass Public Health agrees to provide an amount not to exceed \$447,000.

No budget adjustment is required for this contract.

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

**Suggested Motion:** Move to approve the sub recipient agreement with Family HealthCare

DF/lls  
Enclosure

**SUBRECIPIENT AGREEMENT  
BETWEEN FARGO CASS PUBLIC HEALTH (Grantor) AND FAMILY HEALTHCARE  
(Subrecipient)**

**1. Agreement**

This agreement, made and entered into this 1st day of August, 2021, by and between **Fargo Cass Public Health** (Grantor) and **Family HealthCare** (Subrecipient) is made to enable the Subrecipient to undertake certain activities with Immunizations / COVID 19 Grant funds as described in the Statement of Work. Therefore, Fargo Cass Public Health and the Subrecipient agree as follows:

**2. Statement of Work**

The Statement of Work is attached as Exhibit "A" and made a part of this contract. The Subrecipient agrees to perform the work described in Exhibit "A" in compliance with this agreement.

**3. Responsibility of Fargo Cass Public Health**

Fargo Cass Public Health shall designate representatives who will be authorized to make all necessary decisions required of Fargo Cass Public Health on its behalf in connection with the execution of this agreement and disbursing funds in connection with the program.

**4. Subrecipient's Compensation and Method of Payment**

Provided the activities authorized under the statement of work and contracts signed by the Subrecipient are eligible expenditures of Immunizations / COVID 19 Grant funds, Fargo Cass Public Health agrees to provide an amount not to exceed \$447,000 for Immunization activities, immunization support services, and staff provided by Family HealthCare. The grant is from Fargo Cass Public Health's Immunization / COVID 19 Grant allocation of \$2.3 Million, awarded on June 1, 2021 from The North Dakota Department of Health; grant number G19.1294, CFDA #93.268, DUNS #070265871.

Funds shall be disbursed upon presentation of invoices which Subrecipient certifies are true and correct copies of payments due on behalf of the Subrecipient, for an activity covered by this agreement and made in accordance with the Statement of Work. Payment may be suspended by Fargo Cass Public Health in the event of non-performance by the Subrecipient.

**5. Term of the Agreement**

The terms of this agreement shall extend from the effective date hereof through a period of time ending June 30, 2023; defined as such time as the items included in Exhibit A are deemed by Fargo Cass Public Health to be complete and the final request for reimbursement has been made to the North Dakota Department of Health.

**6. Monitoring and Evaluation**

Fargo Cass Public Health reserves the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with Fargo Cass Public Health relating to such monitoring and evaluation.

At this time Fargo Cass Public Health intends to monitor the Subrecipient on benefit from use of 2021 Immunization / COVID 19 funds, during the period of September 1, 2021 to June 30, 2023. Specific performance measures are outlined in Exhibit "A". The Subrecipient will provide Fargo Cass Public Health with its annual organization report.

**7. Assurances**

The Subrecipient agrees to use Immunization / COVID 19 Grant funds for the purposes authorized by Fargo Cass Public Health. The Subrecipient further agrees to comply with the assurances, attached as Exhibit "B", and made a part of this agreement, which are required by the North Dakota Department of Health for all grants. These include Federal Labor Standards requirements.

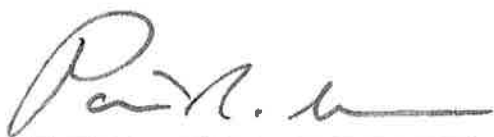
**8. Conflict of Interest**

The Subrecipient agrees that it has not violated the prohibition against conflicts of interest set forth in 24 CFR 953.606 and Subrecipient further assures that it will not, during the pendency of this agreement, violate said prohibition.

**9. Entire Agreement**

**The provisions as set forth in Items 1-9, and all attachments of this agreement constitute the entire agreement between the parties.**





Patrick Gulbranson, Chief Executive Officer

8-11-2021

Date



Desi Fleming, Public Health Director

8-17-21

Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

## EXHIBIT A

## STATEMENT OF WORK

**1. Statement of Work**

The Subrecipient will use 2021 Immunization / COVID19 funds for activities to ensure greater equity and access to COVID 19 vaccine, other immunizations, and health services. Services shall not be denied because of race, color, religion, national origin, family status, sexual orientation, or disability.

**2. Purpose of Funding**

The Subrecipient shall use \$447,000 of Immunization / COVID19 Grant funds, in accordance with the Statement of Work included in this Exhibit, for Immunization activities, immunization support services, and staff to promote immunizations and increase access through outreach.

**3. Schedule for Completion of Work**

The Subrecipient shall perform the services set out above and shall expend the COVID19 Grant funds provided for above, by June 30, 2023.

**4. Budget**

The total project funding from Fargo Cass Public Health is \$447,000. The Subrecipient agrees that all costs for items shall be paid by the Subrecipient.

**5. Performance Measures**

- Family HealthCare will hire an immunization coordinator, and provide supervision.
- Family HealthCare will perform COVID 19 vaccinations, along with routine immunizations, at community outreach sites, along with vaccine education throughout the grant period at various community sites.
- Family HealthCare will increase navigation services at FCPH and a school location to improve access and increase individuals signing up for available assistance.
- Family HealthCare will utilize interpreting and translation services to lessen barriers to vaccinations and education for vulnerable populations and those who are non-English speaking.
- Family HealthCare will generate a report of grant activities and submit to FCPH on a regular basis.

**REQUIREMENTS AND SUBRECIPIENT ASSURANCES AGREEMENT BETWEEN FARGO  
CASS PUBLIC HEALTH ACTING THROUGH ITS NORTH DAKOTA DEPARTMENT OF HEALTH  
(Grantor) NOTICE OF GRANT AWARD**

**AND  
FAMILY HEALTHCARE (Subrecipient)**

**FOR THE PERIOD SEPTEMBER 1 2021 THROUGH June 30 2023 SECTION ONE:**

**REQUIREMENTS**

**1. SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING**

Subrecipient understands that this grant is a one-time grant, and acknowledges that it has received no assurances that this grant may be extended beyond its expiration date.

**2. AUTHORITY TO CONTRACT**

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantors express written consent. Subrecipient may not enter into subcontracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

**3. INDEPENDENT ENTITY**

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

**4. STATE AUDIT REQUIREMENTS**

All records, regardless of physical form and the accounting practices and procedures of Subrecipient relevant to this Agreement are subject to examination by the North Dakota Department of Health, the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Subrecipient shall maintain all of these records for at least three (3) years following completion of this Grant and be able to provide them upon reasonable notice. Grantor, State Auditor, or Auditor's designee shall provide reasonable notice to Subrecipient prior to conducting examination.

**5. RETENTION OF RECORDS**

Subrecipient agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this agreement. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

**6. TERMINATION**

**a. Termination by Mutual Agreement**

This Grant may be terminated by mutual consent of both parties executed in writing.

**b. Early Termination in the Public Interest**

Grantor is entering into this Agreement for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Agreement ceases to further the public policy of the State of North Dakota, Grantor, in its sole discretion, by written notice to SUBRECIPIENT, may terminate this Agreement in whole or in part. 2021 Notice of Grant Award Requirements Addendum and Subrecipient Assurances

**c. Termination for Lack of Funding or Authority**

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

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

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

**d. Termination for Cause**

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

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

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

**7. CONTINGENT LIABILITY**

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

**8. DELAY OR DEFAULT FORCE MAJEURE**

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the Party's reasonable control and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

**9. NOTICE**

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

GRANTOR	SUBRECIPIENT
Desi Fleming, Director of Public Health	Patrick Gulbranson, CEO
Fargo Cass Public Health	Family HealthCare
1240 25 <sup>th</sup> St South	301 NP Ave.
Fargo, ND 58103	Fargo, ND 58102

**NOTE: This section is to be completed by the Subrecipient prior to returning to the Grantor.**

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

**INTEGRATION, MODIFICATION, AND SEVERABILITY**

This agreement constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this grant. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if

possible, the rights and obligations of the parties are to be construed and enforced as if this grant did not contain that term.

11. COLLATERAL CONTRACTS

If any inconsistency exists between this agreement and other provisions of collateral contractual agreements that are made a part of this agreement by reference or otherwise, the provisions of this agreement control.

12. WORKS FOR HIRE

Subrecipient acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to Grantor all rights and interests Subrecipient may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Subrecipient in performance of this Agreement for Grantor shall be the sole property of Grantor, and Subrecipient hereby assigns and transfers all its right, title, and interest therein to Grantor. Subrecipient shall execute all necessary documents to enable Grantor to protect Grantor's intellectual property rights under this section.

13. WORK PRODUCT

All work product or materials created for Subrecipient or purchased by Subrecipient under this Grant belong to Subrecipient and must be immediately delivered to Subrecipient at Subrecipient's request upon termination of this Grant.

14. COMPLIANCE WITH PUBLIC RECORDS LAWS

Subrecipient understands that, in accordance with this agreement's Confidentiality clause, Grantor must disclose to the public upon request any records it receives from Subrecipient. Subrecipient further understands that any records obtained or generated by Subrecipient under this agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Subrecipient agrees to contact Grantor promptly upon receiving a request for information under the public records law and to comply with Grantor's instructions on how to respond to the request.

15. CONFIDENTIALITY

Subrecipient agrees not to use or disclose any information it receives from Grantor under this agreement that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant, or as authorized by state or federal laws, or as authorized in advance by Grantor. Grantor agrees not to disclose any information it receives from Subrecipient that Subrecipient has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. § 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of Subrecipient and Grantor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Subrecipient and Grantor are both independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, N.D.C.C. oh, 44-04, Subrecipient and Grantor must disclose to the public upon request any records received from each other. Subrecipient and Grantor agree to contact the other immediately upon receiving a request for such information under state or federal law. The duty of Grantor and Subrecipient to maintain confidentiality of information under this section continues beyond the Term of this grant.

16. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this grant, and Grantor is the prevailing party, Subrecipient shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit, except **when** prohibited by N.D.C.C. § 28-26-04 or when Subrecipient is a governmental entity.

17. ALTERNATIVE DISPUTE RESOLUTION —JURY TRIAL

By this award, Grantor does not agree to binding arbitration, mediation, or any other form of mandatory

Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

18. APPLICABLE LAW AND VENUE

This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

19. SPECIAL CONDITIONS

Funding will be provided on a reimbursement basis up to the amount awarded in the agreement based on allowable expenditures as identified in section 601 (d) of the Social Security Act. Expenditures incurred related to the Scope of Service for this agreement will be covered as early as September 1, 2021.

20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Subrecipient agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights (See N.D.C.C. Title 34 - Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Subrecipient agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. Subrecipient shall have and keep current at all times during the Term of this agreement all licenses and permits required by law. Subrecipient's failure to comply with this section may be deemed a material breach by Grantor entitling Fargo Cass Public Health to terminate in accordance with the Termination for Cause section of this agreement.

21. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

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

22. SPOILIATION-NOTICE OF POTENTIAL CLAIMS

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

23. EVALUATION

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

**SECTION TWO: SUBRECIPIENT ASSURANCES**

24. ASSURANCES

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

- a) Fair Labor Standards Act. Equal Pay Act of 1963,

- b) Titles VI and VII of the Civil Rights Act of 1964.
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967.
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.
- i) Section 504 of the Rehabilitation Act of 1973.
- j) Executive Order 13043, Increasing Seat Belt Use in the United States,
- k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328),
- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

25. APPLICABLE COSTS

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

26. DEBARMENT/SUSPENSION

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

27. APPROVED VENDOR

If not a governmental agency or political subdivision of the State of North Dakota, Subrecipient must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § **54-44.4-09**.

28. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

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

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

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

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

29. SMOKE FREE

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

30. ENERGY AND ENVIRONMENTAL CONSERVATION

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

31. RESOURCE CONSERVATION AND RECOVERY ACT

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

32. EQUIPMENT

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

33. FEDERAL AUDIT REQUIREMENTS

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



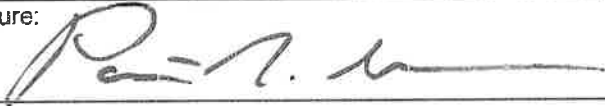
**SUBRECIPIENT CERTIFICATIONS FOR REQUIREMENTS (SECTION ONE) AND SUBRECIPIENT  
ASSURANCES (SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS FOR THE PERIOD  
SEPTEMBER 1 2021 THROUGH June 30 2023**

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements Addendum and Subrecipient Assurances applicable to funding received through all grants issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.

I certify that if my organization/agency receives \$750000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.

I certify that the person(s) responsible for authorizing, expending or accounting for grant funds will be provided access to the circulars and grant requirements as specified in Section 33 of the Subrecipient Assurances.

If my organization/agency has grant(s) in place that extend past June 30, 2021, I agree that this Requirements Addendum and Subrecipient Assurances will become a part of the grant(s).

Agency/Organization (Subrecipient) Family HealthCare		
Name and Title:  Patrick Gulbranson, Chief Executive Officer		
Address: 301 NP Ave		
City: Fargo	State: ND	9 Digit Zip Code: 58102
DUNS Number: 868774001	Federal Taxpayer Identification Number: 45-0430628	
Signature: 		Date: 8-11-2021



**OMB CIRCULAR 2 CFR 200 SUBPART F  
SINGLE AUDIT CERTIFICATION**  
City of Fargo, North Dakota

Fargo Cass



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

**Entity Information**

Subrecipient Name: <b>Family HealthCare</b>		Subrecipient Address: 301 Northern Pacific	
Subrecipient DBA: Family HealthCare	City: Fargo	State : ND	ZIP Code 58102
Subrecipient DUNS #: 868774001	Subrecipient Parent DUNS #:	Subrecipient Place Of Performance (POP): 301 NP Ave. Fargo, ND 58102	
Representative: Patrick Gulbranson, CEO			
Telephone Number: 701.239.2285	E-mail Address: pgulbranson@famhealthcare.org		
Subrecipient Project Name & Funding: COVID-19 Targeted Testing Site			

Our most recent fiscal year end date is: June 30, 2021 *AK*

- ☒ Our entity is subject to the 2 CFR 200 Subpart F Single Audit requirements, as our entity expended \$750,000 or more in total Federal awards for the most recent fiscal year ending. An audit will be completed and submitted to the Federal Audit Clearinghouse per 2 CFR 200 Section 200.512.

OR

- ☐ Our entity is exempt from the Single Audit/2 CFR 200 Subpart F requirements for the following reason:
- ☐ Our entity expended less than \$750,000 in total federal awards for the fiscal year noted above.
- ☐ Other (please explain below):

Explanation:

Continue to Page 2>>>>

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In your business or organization's (the legal entity to which the DUNS number you provided belongs) preceding completed fiscal year, did you receive:

- 1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements

AND

- 1) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements

☐ \*Yes      ☐ No (If you answered "No", please proceed to Certification section below)

\*If you answered "yes" to previous question, then please complete below question:

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number you provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 780(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes      ☐ \*\*No

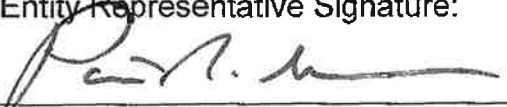
\*\*If you answered "no" to the previous question, then please complete the below question:

Please provide the names and total compensation of the top 5 employees:

--

**CERTIFICATION**

I certify that entity addressed the above information as accurate and if required, the audit report will be submitted no later than 9 months after the fiscal year ending noted above.

Printed Name: Patrick Gulbranson	Title: Chief Executive Officer
Entity Representative Signature: 	Date: 8-11-2021

**RETURN THIS COMPLETED FORM TO:**

Fargo Cass Public Health ATTN:  
Melissa Peralta  
1240 25<sup>th</sup> Street South Fargo,  
ND 58103

FCPH - Immunization  
Grant Staffing Plan  
G19.1294

7/29/2021

FHC Resource	Role	Fully Loaded Labor Rate *	Hours	Total Cost
Immunization Coordinator/RN	This individual is the primary patient interface and lead clinical resource, responsible for providing vaccinations, monitoring adverse reactions, interfacing with NDHS, NDDOH, FCPH, and other stakeholders on all clinical aspect of this initiative.	\$46	2080	\$95,160
Refugee Coordinator	Responsible for education, communication, scheduling, and logistics lead to administer events with refugee communities, New Americans, cultural and ethnic communities	\$38	500	\$19,000
Language Svcs. Manager	Responsible for scheduling and coordination of language services to non-English speaking communities/patients. Language Services include translators, interpreters, and development of education/outreach materials	\$37	500	\$18,500
Interpreters	Provide translation and language interpretation services in multiple languages for non-English speaking patients and clients	\$27	500	\$13,500
Mobile Unit Coordinator	Responsible for scheduling, logistics, coordination, and transportation to support activities and events requiring the use of FHC's mobile services unit	\$39	500	\$19,500
Patient Navigator	Responsible for coordination with FCPH, NDDOH, FMWF Chamber, and other stakeholders and to assist patients in understanding their health insurance options and to facilitate their enrollment in health insurance programs, such as Medicaid, private insurance, etc.	\$27	500	\$13,500
Outreach/Education Coordinator	Responsible to administer client surveys, identify event opportunities, coordinate events, collaborate with City of Fargo Communications Team, develop educational and promotional materials in multiple language and policy-related activities	\$36	250	\$9,000
Marketing Materials (brochures, advertising, PSAs, etc.)				\$5,000
Mobile Unit (fuel, maintenance, etc.)				\$10,000
<b>Costs</b>				<b>\$203,160</b>
Administration **				\$20,316
<b>Total Annual Costs</b>				<b>\$223,476</b>

* Fully Loaded Labor rate includes salary, insurance, PTO, retirement, FICA	* Fully Loaded Labor rate includes salary, insurance, PTO, retirement, FICA
---	---

** Administration expense capped at 10%	** Administration expense capped at 10%
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## FCPH - Immunization Grant Outreach Plan

7/29/2021

G19.1294


Target Organizations/Populations/Events	Start Date	Frequency
Cooper House	tbd	tbd
Gladys Ray	tbd	tbd
Boys and Girls Club	tbd	tbd
Afro American Development Association	tbd	tbd
Jeremiah Program	tbd	tbd
Kirat Cultural Community	tbd	tbd
Chira Global Development Organization	tbd	tbd
Great Plains Food Bank outreach	tbd	tbd
SENDCAA	tbd	tbd
Southeast Human Service Center	tbd	tbd
Pride in the Park event	tbd	tbd
Fargo Marathon	tbd	tbd
Fargo Police Picnic	tbd	tbd
Employers of underserved populations (Marvin Windows, Fargo Assembly, etc)	tbd	tbd
Cass County Sheriff's Office (Jail)	tbd	tbd
Outreach to all Cass County schools	tbd	tbd
Fargo Housing	tbd	tbd
Prairie St. Johns	tbd	tbd
Valley Senior Services (multiple locations)	tbd	tbd
Luther Hall	tbd	tbd
Dakota Boys and Girls Ranch	tbd	tbd
Frasier Ltd.	tbd	tbd
Red River Human Services Foundation	tbd	tbd
Faith Based Organizations	tbd	tbd
Islamic Society	tbd	tbd
Eastern ND Synod of Evangelical Lutheran Church in America	tbd	tbd
Catholic Diocese of Fargo	tbd	tbd
Others	tbd	tbd
Centre Inc.	tbd	tbd
Sharehouse	tbd	tbd
New Life Center	tbd	tbd
YWCA	tbd	tbd
Youthworks	tbd	tbd



(17)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: AUGUST 18, 2021**

**RE: SECOND AMENDMENT TO LEASE AGREEMENT WITH  
FIRST CENTER SOUTH, LLC FOR COVID TESTING SITE  
AT 3051 25<sup>TH</sup> ST S, SUITE K, FARGO.**

The attached lease agreement amendment with First Center South, LLC is to extend the agreement's first amendment which expired on August 31, 2021 to September 30, 2021 with the ability to either terminate or extend the lease each month by written notice.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the lease agreement amendment with First Center South, LLC.

DF/lls  
Enclosure

**SECOND AMENDMENT TO LEASE AGREEMENT**

This Amendment to Lease Agreement (the "Amendment") is made August 23, 2021 by and between **First Center South, LLC, a Delaware Limited Liability Company**, hereinafter called the **Landlord**, and **Fargo Cass Public Health** hereinafter called the **Tenant**.

**WHEREAS**, on March 10, 2021, First Center South, LLC, a Delaware Limited Liability Company ("Landlord") entered into a Lease Agreement (hereinafter called the "Original Lease") with Tenant whereby Landlord demised and let to Tenant certain premises located in the County of Cass and State of North Dakota, more particularly described as First Center South, and comprising of approximately 3,650 square feet located at 3051 25<sup>th</sup> St S., Suite K, Fargo, ND 58103;

**WHEREAS**, on May 17, 2021, both parties entered in to a First Amendment to extend lease for "Additional Term"

**AND WHEREAS**, the Landlord and the Tenant wish to amend the Lease in accordance with the terms and conditions hereof.

**NOW THEREFORE** in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties agree that the recitals above are true and correct in all material respects.
2. The parties agree that the Lease is hereby modified and amended as follows:
  - A. Section 4.3 of Original Lease – Both parties wish to extend lease for "Additional Term". Current Lease expires on August 31, 2021, and new expiration shall be September 30, 2021. Tenant shall deliver notice in writing at least 30 days prior to Additional Term expiration of their intent to extend or terminate Lease.
3. The parties hereby confirm that all other terms and conditions of the Lease are in full force and effect except as expressly provided in this Amendment.
4. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be and original and such counterparts together shall constitute one and the same instrument. Facsimile signatures and scanned and e-mailed signatures on this Amendment shall be deemed to be original signatures for all purposes.

**IN WITNESS WHEREOF**, this Amendment has been executed by the parties hereto as of the date first above written.

**LANDLORD: Dakota UPREIT Limited Partnership**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT: Fargo Cass Public Health**

By: Desi Fleming  
Its: Director of Public Health  
Name: Desi Fleming

Date: August 18, 2021

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

Its: Mayor, City of Fargo  
Name: Timothy J. Mahoney

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

MEMORANDUM

**TO:** Fargo City Commission

**FROM:** Nicole Crutchfield, Director of Planning & Development *NC*  
Aaron Nelson, Planning Coordinator *AN*

**DATE:** August 18, 2021

**RE:** Added Scope of Work for Land Development Code Diagnostic: Form-Based Code Education Sessions (RFP19079)

Staff is requesting approval of the attached agreement for added scope of work for the Land Development Code Diagnostic (RFP19079). The added scope include two education sessions on the topic of Form-Based Codes, to be provided to the City of Fargo by the project consultant, Lisa Wise Consulting, Inc. (LWC). The added scope includes a "not to exceed" cost of \$18,790, which is already budgeted within the Planning Department's 2021 Planning Services account.

Background

The City hired LWC to conduct a diagnostic study of the Fargo Land Development Code (LDC). The main objectives of this study were to identify and examine the strengths and weaknesses of the LDC, and to build consensus around a preferred set of action steps towards addressing identified issues. This process initiated in late 2019 and was substantially completed in early 2021 with the presentation of the *Preferred Approach and Work Plan*. On May 17, 2021, the City Commission directed staff to proceed with the formation of a work plan to develop the RFP for a comprehensive update to the Land Development Code.

The *Preferred Approach and Work Plan*, identifies the need for City staff and associated approval authorities, such as the Planning Commission, to understand the new proposed zoning tools that would likely be utilized in an updated LDC, such as form-based zoning. It is recommended that such training and education be completed prior to the drafting of a scope of work and RFP for LDC update, in order to ensure stakeholders involved in the LDC update process have a working knowledge of modern zoning techniques and a shared understanding of related processes and terminology.

As such, staff is proposing to add this scope of work for City education sessions to the LDC Diagnostic project, in preparation for development of the RFP for a comprehensive update to the Land Development Code.

Attached please find the proposed agreement and added scope of work for the project consultant, Lisa Wise Consulting, Inc.

Suggested Motion

"To approve the agreement with Lisa Wise Consulting, Inc. for professional consulting services for the Land Development Code Diagnostic."





AGREEMENT BETWEEN THE CITY OF FARGO, NORTH DAKOTA AND  
LISA WISE CONSULTING, INC. FOR PROFESSIONAL CONSULTING SERVICES  
FOR LAND DEVELOPMENT CODE DIAGNOSTIC

NAME OF CONSULTANT:	Lisa Wise Consulting, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Lisa Wise, President
CONSULTANT'S ADDRESS:	Lisa Wise Consulting, Inc. Attention: Lisa Wise 983 Osos Street San Luis Obispo, CA 93401
CITY'S ADDRESS:	City of Fargo, North Dakota 225 4th Street N Fargo, ND 58102  And  City of Fargo Attn: City Auditor 225 4th Street N Fargo, ND 58102
COMMENCEMENT DATE:	September 1, 2021
TERMINATION DATE:	February 1, 2022, unless extended pursuant to Section 2
CONSIDERATION:	Not to exceed \$18,790

AGREEMENT BETWEEN THE CITY OF FARGO, ND AND LISA WISE CONSULTING, INC. FOR  
PROFESSIONAL CONSULTING SERVICES FOR LAND DEVELOPMENT CODE DIAGNOSTIC  
IMPLEMENTATION- EDUCATION SESSIONS

This Agreement is made by and between the City of Fargo, North Dakota (hereinafter called "CITY"), and Lisa Wise Consulting, Inc. (hereinafter called "CONSULTANT").

RECITALS

- A. CITY hired CONSULTANT for professional consulting services for Land Development Code Diagnostic in 2019.
- B. The need for Form-Based Code education sessions was identified as a result of the Land Development Code Diagnostic, in order to augment the work that has been completed as part of the Land Development Code Diagnostic and to help the CITY prepare for a future Land Development Code Update.
- C. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.
- D. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work must be made in writing and approved by both parties. Any changes to the budget must also be made in writing and agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the CITY. This contract will expire on February 1, 2022.

The CITY may extend the time of performance in writing for two (2) additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

- (a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit A, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, installation, and expenses as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services.

CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT on a monthly basis based on invoices which include: period in which the work was completed, total budget available per task, percentage of task complete for that time period, and total amount due. Each invoice will be accompanied by a cover letter summarizing the work completed, and issues encountered within the invoicing period and well as work anticipated in the proceeding period.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be Nicole Crutchfield or their designee, Aaron Nelson, set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope

of Work.

Section 9. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 10. Insurance

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) CONSULTANT agrees that it will keep the aforesaid insurance in full force and effect during the term of this Agreement.

(d) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(e) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

Section 11. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Commission and each member thereof, and every officer, employee of

CITY, from any claim, liability or financial loss (including, without limitation, attorneys' fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 12. Termination.

- (a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon ten calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.
- (b) CONSULTANT may terminate this agreement upon 15 calendar days' written notice if, the City fails to pay any undisputed amount, fails to materially comply with obligations under this agreement or in the event the City experiences financial insolvency.
- (c) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 13. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 14. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 15. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 16. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, each party shall be responsible for its own attorney fees, costs and disbursements.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 18. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 19. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of North Dakota.

Section 20. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 21. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

**IN WITNESSETH HEREOF**, the parties have hereunto set their hands and seals.

CONSULTANT/CONTRACTOR:

City of Fargo,

A North Dakota municipal corporation

  
\_\_\_\_\_  
Lisa Wise, AICP President

by: \_\_\_\_\_  
Timothy J. Mahoney, M.D., its Mayor

Attest:

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

# CITY OF FARGO POLICE DEPARTMENT

Chief David B. Zibolski



105 25th Street North, Fargo, North Dakota 58102

Office: 701-241-1400 Fax: 701-297-7789

[www.fargopolice.com](http://www.fargopolice.com)

August 16, 2021

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: Sole Source Approval for DORS Online Reporting System

Dear Commissioners,

The Fargo Police Department intends to purchase an online reporting system for the public's use in reporting crimes. We feel this will not only reduce the chances of COVID transmissions between the public and police officers, it will improve our efficiencies by keeping more officers available on higher priority calls for service.

At this time, we would like to request Sole Source approval for the LexisNexis DORS online reporting system, which is the same system we already use for traffic crash reports. Our intent is to utilize the funds we have received under the Department of Justice (DOJ) COVID grant. The DOJ has adjusted the COVID award by roughly \$60,000 to allow us to purchase an online reporting system, but they request the City of Fargo approve the sole source purchase first.

The LexisNexis DORS program costs \$21,300 per year, with the initial Tyler Technologies interface and services at a cost of \$14,800. Tyler Technologies has a subsequent yearly software fee of \$1,890. The cost for the first year is \$36,100. Second year cost is \$23,190, with an overall two-year contract for \$59,290. Kent Costin acknowledged approval of this request by the Finance Committee on Monday, August 9, 2021.

**Recommended Motion:**

*Approve LexisNexis as the Sole Source for the DORS online reporting system in the amount of \$59,290 for a two-year contract.*

Please contact me if you have any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "David B. Zibolski".  
David B. Zibolski  
Chief of Police



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

LexisNexis

Estimated Dollar Amount of Purchase:

\$59,290-2 yr contract, 1st yr \$36,100

Is this procurement funded by a federal grant?

Yes

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

The DORS online reporting system will accomplish multiple goals for the department. First, the DORS online reporting will allow increased safety for the public and officers by reducing unnecessary COVID-19 exposure between the officers and certain crime victims. Second, the online reporting gives the public another option to report certain crimes (generally property crimes without any suspects or the need to collect evidence). Third, the online reporting will increase the department's efficiency by keeping officers available for priority one and priority two calls for service. Also, Records personnel will no longer have to take low priority reports since the public can make the report online. DOJ is asking agency sole source approval prior to DOJ approval.



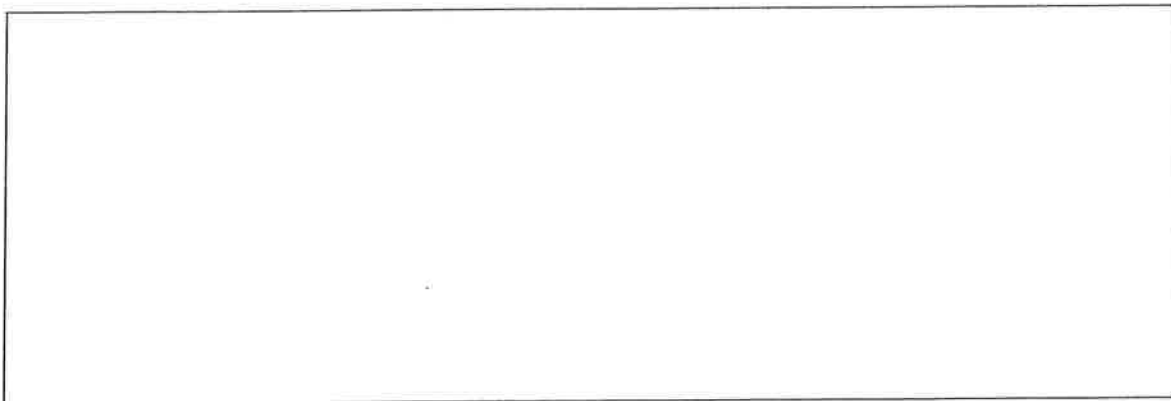
Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

The following are a list comparison of features Lexis Nexis provides which the other vendors do not:

- multi-language capability
- secure filing and officer filing modules
- available sale of online reports (revenue)
- configurable to any RMS
- report forwarding to surrounding agencies
- geo-file address jurisdiction validate

All information is collected and transferred via 128 bit encrypted SSL connection and uses J2EE standard - is CJIS compliant.

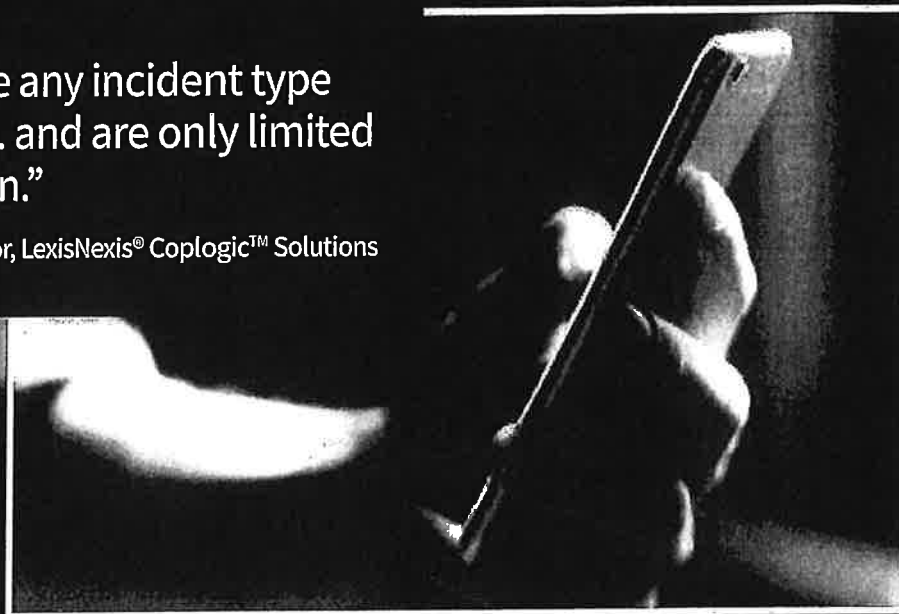
If the piggyback procurement method is being used, please provide a copy of the piggyback contract.



LexisNexis® Desk Officer Reporting System

“Agencies can create any incident type they can think of ... and are only limited by their imagination.”

—Randy Burkhammer, Director, LexisNexis® Coplogic™ Solutions



To spark our imaginations, these are just some of the minor crash and incident report types collected online:

- Minor vehicle accidents and traffic collisions
- Abandoned vehicle / property
- Accident (non-injury) / property damage only
- Additional property lists / supplements
- Assault / battery
- Attempted theft
- Bullying incident
- Burglary – residential / commercial
- Check fraud
- Child custody violations
- Courtesy reports
- Credit card fraud / abuse
- Crime tips – anonymous / gang intel, suspicious activity, etc.
- Damage to a vehicle
- Defrauding an innkeeper
- Disturbing the peace
- Documentation only
- Drug / narcotics activity
- Embezzlement
- Extra patrol request
- False impersonation
- Found property
- Fraud
- Harassing phone calls
- Hit & run
- Identity theft
- House watch requests
- Lost property
- Mail theft / stolen packages
- Missing person / livestock / animals
- Property / commercial theft
- Probation violation tip
- Supplements – to reports filed online or taken initially by an officer (ex. Additional stolen/lost property)
- Suspicious circumstances – “see something, say something”
- Theft
- Threats
- Traffic complaints
- Trespassing
- Vacation watch requests
- Vandalism
- Vehicle burglary or tampering
- Wanted person(s) tips
- Welfare fraud



## LexisNexis® Desk Officer Reporting System

To help us get even more creative, these are a few examples of 3.1.1., registrations and public works incident types collected online:

- Alarm permit registration
- Barking dog complaints
- Bicycle registration
- Graffiti clean up requests
- Illegal dumping
- Littering
- Lost/found animals
- Potholes/road hazards
- Private property registration
- Storm damage
- Street light outages
- Vulnerable person and autism registry

And the list can literally go on and on... these are just a few incident types collected online that require an agency issued user account:

- Code enforcement / violations
- Group home operators – runaway / missing / supplements - when kids return
- Pawn slips – pawn shop can submit pawned property through the system
- Shoplifting – security, mall security, loss prevention officers file online
- Tow sheets – tow companies can use the system to self-report towed vehicles

Using their creative imaginations, over 400 law enforcement agencies across North America collected over 965,000 minor crash and incident reports online, saving them over \$48 Million during 2017.\*

Your agency can join them today and begin offering greater service and convenience to your community while streamlining processes and saving resources.

To learn more please call 877.719.8806 or email  
solutionsinquiry@lexisnexisrisk.com

*\*Based on agency provided figures*



LexisNexis®

Coplogic™ Solutions

#### About LexisNexis Risk Solutions

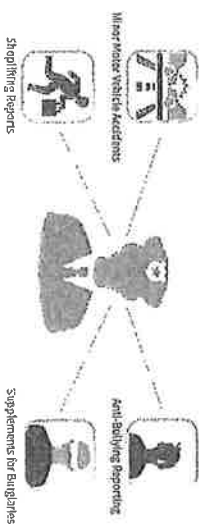
At LexisNexis Risk Solutions, we believe in the power of data and advanced analytics for better risk management. With over 40 years of expertise, we are the trusted data analytics provider for organizations seeking actionable insights to manage risks and improve results while upholding the highest standards for security and privacy. Headquartered in metro Atlanta USA, LexisNexis Risk Solutions serves customers in more than 100 countries and is part of RELX Group, a global provider of information and analytics for professional and business customers across industries. For more information, please visit [risk.lexisnexis.com](http://risk.lexisnexis.com).

The Desk Officer Reporting System is not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and does not constitute "consumer reports," as that term is defined in the FCRA. Accordingly, the Desk Officer Reporting System may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or for any other eligibility purpose that would qualify it as a consumer report under the FCRA. Due to the nature of the origin of public record information, the public records and commercially available data sources used in reports may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. This product or service aggregates and reports data, as provided by the public records and commercially available data sources, and is not the source of the data, nor is it a comprehensive compilation of the data. Before relying on any data, it should be independently verified. LexisNexis and the Knowledge Burst logo are registered trademarks of RELX Inc. Coplogic is a trademark of LexisNexis Claims Solutions Inc. Other products and services may be trademarks or registered trademarks of their respective companies. Copyright © 2018 LexisNexis. NXR12306-00-0318-EN-US

# So how do they stack up against DORS?

Community Member Key Features			Agency/User Interface Key Features		
Scalability	DORS	Comp		DORS	Comp
Community member facing portal	X	X	User Interface	X	X
Add, Edit, and Delete Incident Type Capability	X	X	Field Mapping	X	X
Report of Minor Incidents Online	X	X	Customizable report Types	X	X
Convenient Access	X	X	Add, Edit, and Delete Incident Type Capability	X	X
Email notifications	X	X	Grid view for Agency in UI	X	X
Ability to choose report type by filer	X	X	Convenient Access	X	X
Mobile Compatible	X	X	Configurable fields, masks, dropdowns, etc.	X	X
Automated Official Report # generation	X	X	Email notifications both for LEO and CM	X	X
Attachment size capability of 75 mb	X	X	Ability to choose report type by filer	X	X
Quick Connect Mobile Feature	X	X	Easy Records Management Integration	X	X
Instant PDF of report available to filer	X	X	Automated Official Report # generation	X	X
Multi-language Capability	X	X	Ability to f/u, reject, or modify within application	X	X
Geo-file address jurisdictional validate	X	X	Generate internal notifications from application	X	X
Hit and Run, Driver's Exchange, etc.	X	X	Robust Reporting Options	X	X
Generate notifications from application	X	X	User permissions configurable	X	X
Secure Filing and Officer Filing	X	X	Secure Filing and Officer Filing Modules	X	X
Available Purchase of Online Reports	X	X	Available Sale of Online Reports (Revenue)	X	X
			Configurable to any RMS	X	X
			Report Forwarding to Surrounding Agencies	X	X
			Attachment size capability of 75 mb	X	X
			Searchable logs, audit trails, sign on logs, etc	X	X
			Geo-file address jurisdictional validate	X	X

VS.





Deputy Chief Joe Anderson  
Fargo Police Department  
105 25th St North  
Fargo, North Dakota, 58102

**December 18, 2020**

RE: Sole Source Letter for Fargo Police Department

Dear Deputy Chief Anderson,

The LexisNexis® Desk Officer Reporting System ("**DORS**") is the wholly owned, intellectual property of LexisNexis Coplogic™ Solutions Inc. ("**LexisNexis**"). LexisNexis is the sole source for DORS licenses, ongoing support and maintenance services.

Designed for law enforcement, DORS automates the reporting process for incidents occurring within a law enforcement agency's jurisdiction. DORS collects and gathers information from a wide variety of report types – such as minor vehicle accidents and other incident reports – from members of the general public ("**Users**"). All reports filed using DORS can be automatically imported into most records management systems, with accurate and appropriate UCR and NIBRS compliant coding. DORS also has the ability to provide a separate secure filing area and login to allow agency-designated personnel such as loss prevention officers, to file dynamically created agency report types (e.g., shoplifting report).

DORS was created with security in mind. All information submitted by Users is collected and transferred via a 128 bit encrypted SSL connection and uses the J2EE standard. An email is generated to the Users once the report has been submitted. The system does not rely on cookies or User permissions. DORS issues a temporary report number to the Users and places the temporary report into an administrative holding area for review and modification by the appropriate administrator within your department. The administrator logs into the system via a 128 bit encrypted SSL connection to approve, reject, edit or print reports as appropriate. Rejecting a report deletes it from the system and sends an appropriate email to the User. Approving the report issues an official case number that is pulled from an upper-block of reserved case numbers, places it in a queue to be exported to your designated records management systems, and sends an appropriate email to the user. DORS also allows agency administrators to download and print approved reports.

To the best of our knowledge, DORS is the only online reporting solution with the *Report Merge* functionality – a process that actively monitors inbound reports for possible duplicates or supplements, and enables the agency reviewer to either merge the report as a supplement, mark as a duplicate or continue as an original.

DORS is configurable and gives the agency the ability to allow citizens to choose from several languages including English, Spanish, and Simplified Chinese. DORS also has the ability to include additional languages at the agency's discretion.

CONFIDENTIAL AND PROPRIETARY INFORMATION OF LEXISNEXIS

1000 Alderman Drive | Alpharetta, GA 30005 | [lexisnexis.com/risk](http://lexisnexis.com/risk)

Q4.18.V1/klk/12/16/2020

Page 1 of 2

**Order No. 2****LexisNexis® Desk Officer Reporting System (DORS)**

This Order No. 2 ("Order") is entered into this 4<sup>th</sup> day of JUNE, 2021 ("Order Effective Date") between Fargo Police Department ("Agency") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective October 18, 2019 ("Agreement") between the Parties.

**1. TERMS AND CONDITIONS.**

All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

**2. DESCRIPTION OF SERVICES.**

Provider, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Desk Officer Reporting System ("DORS") enabling individuals, retail companies and other organizations to file reports, crime tips and other forms online to law enforcement.

**3. SCOPE OF SERVICES.**

Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services described below subject to Agency's technology capabilities, processes, and work-flow functionality.

**3.1. Services.** DORS uses the J2EE standard. DORS is designed to gather information on incidents from a member of the general public (user) via an SSL connection. DORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate Agency administrator. An email is generated to the user that the report has been submitted. The Agency administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the DORS system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported (as determined during implementation), and sends an appropriate email to the user. The Agency administrator and user can download the approved report and/or print the approved report out. Provider shall provide Report retention and distribution services as set forth in in Section 5 of the Agreement, including an on-line Report distribution website such as LexisNexis® PoliceReports.com (or its successors).

**3.2. Setup and Access.****Agency Responsibilities.**

- a) Coordinate with Provider to establish dates for deployment within the DORS implementation schedule tab;
- b) Provide images for (i) website header image (ii) temporary citizen report image and (iii) final printed PDF report image;
- c) Load provided HTML pages onto Agency website which links to Provider's servers for the Services;
- d) Provide Provider with the schema for the desired file format and/or database schema;
- e) Enable Provider read /write access and test environment with current configuration
- f) Enable Provider VPN access to the exporter, RMS application(s), and other information required for report bridge installation;
- g) Provide timely responses to Provider's questions, which may arise during the setup and configuration process.

Provider Responsibilities.

- a) Coordinate with Agency to establish schedule for deployment within the DORS implementation schedule tab.
- b) Register Agency within Provider's network and load Agency provided images into Agency's implementation of DORS.
- c) Provide Agency with administrator password and credentials for the Services.
- d) Provide Agency with sample operational directives, deployment strategies and sample press release.
- e) Provide Agency with suggestions for the successful deployment of the Services.
- f) Provide Agency with instructions on the easy setup of a kiosk for Agency's headquarters lobby, etc.

Completion Criteria.

This task is considered complete after Provider has delivered listed materials.

**3.3. Configuration.**

Agency Responsibilities.

- a) Coordinate with Provider for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Agency.
- c) Test the optional interface with the RMS application.
- d) Review resulting files with Provider, document any problems, and collaborate with Provider on a plan for corrective action(s).
- e) Provide necessary files for RMS integration.

Provider Responsibilities

- a) Coordinate with Agency for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Configure export routine for the optional RMS Interface with information provided.
- c) Review resulting files with Agency, document any problems, and collaborate with Agency on a plan for corrective action(s).

Completion Criteria

This task is considered complete when the DORS is accessible on Provider's web server and reports can be filed and interfaced into the RMS (optional).

**3.4. Support and Maintenance.** Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 3 of the Agreement.

**4. TERM AND TERMINATION.**

This Order shall commence upon the Order Effective Date and shall continue for an initial term of twenty-four (24) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least forty five (45) days prior to the expiration of the Renewal Term.

**5. FEES AND PRICE ADJUSTMENTS.**

The Fees for the Services shall be subject to the terms set forth in Section 4 of the Agreement.

5.1. The Agency Fee is SEVEN DOLLARS (\$7.00)

5.1.1. No Agency Fee will be paid with respect to the following:

5.1.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or





5.1.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

5.1.1.3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

5.1.1.4. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

5.2. Monthly Services Fees. Agency shall pay a monthly license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be One Thousand Seven Hundred Seventy Five and 00/100 Dollars (\$1,775.00) per month. All Fees shall be invoiced monthly by Provider beginning on the Order Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: Fargo Police Department

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Provider: LexisNexis Coplogic Solutions Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**FIRST AMENDMENT TO THE  
LAW ENFORCEMENT AGREEMENT**

This First Amendment to the Law Enforcement Agreement (this "**First Amendment**"), is effective as of JUNE 4<sup>th</sup>, 2021 (the "**First Amendment Effective Date**"), by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("**Provider**"), and Fargo Police Department with its principal place of operations at 105 25<sup>th</sup> Street, Fargo, North Dakota 58102 ("**Agency**"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties."

**RECITALS**

**WHEREAS**, the Parties entered into that certain Law Enforcement Agreement, dated as of October 18, 2019 (the "**Agreement**"); and

**WHEREAS**, the Parties wish to amend the Agreement as provided herein and intend that this First Amendment shall constitute a modification thereto.

**NOW, THEREFORE**, as of the First Amendment Effective Date and in accordance with the requirements of the Agreement, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree to modify the Agreement as follows:

1. **Section 1 of the Agreement titled "Scope"** is hereby amended such that the following sentence is added to the paragraph:

"The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency's obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.)."

2. **Section 7 of the Agreement titled "Relevant Laws"** is hereby amended such that a new subsection as follows is added after subsection 7.6:

"**7.7. Driver's Privacy Protection Act.** Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider."

3. The Parties intend that the terms and conditions of this First Amendment are incorporated to and made a part of the Agreement.

4. This First Amendment, together with the Agreement, constitute the entire agreement between the Parties on the subject matter contained herein and therein. Except as modified by this First Amendment, the Agreement shall otherwise remain in full force and effect.
5. All capitalized terms used herein but not defined in this First Amendment shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the terms of the Agreement and this First Amendment, this Amendment shall prevail solely as to the subject matter herein. This First Amendment may be executed in counterparts and may be signed and given by any legally permissible means, including electronic means (i.e., PDF or facsimile), and will not be effective or enforceable unless and until it is executed by an authorized representative of each Party.

**IN WITNESS WHEREOF**, the authorized representatives of both Parties have duly executed and delivered this Amendment, effective as of the Amendment Effective Date.

Agency: **Fargo Police Department**

Signature: *David B. Zibolski*

Print Name: DAVID B ZIBOLSKI

Title: CHIEF OF POLICE

Date: 06-04-21

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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



Quoted By:  
Quote Expiration:  
Quote Name:

Christina Milson  
11/13/21  
COPLINK Interface

Sales Quotation For:  
Red River Regional Dispatch Center  
300 Np Ave N Ste 206  
Fargo ND 58102-4871  
Phone: +1 (701) 451-7660

Bill to:  
City of Fargo  
200 3rd St. N  
Fargo, ND 58102-4809

#### Tyler Software

Description	License	Discount	License Total	Year One Maintenance
New World Public Safety				
Law Enforcement Records Management System				
COPLINK Interface	\$ 14,400	\$ 5,400	\$ 9,000	\$ 1,890
<b>Total</b>	\$ 14,400	\$ 5,400	\$ 9,000	\$ 1,890
<i>Sub-Total</i>	\$ 14,400		\$ 9,000	\$ 1,890
<i>Less Discount</i>	\$ 5,400			\$ 0
<b>TOTAL</b>	\$ 9,000		\$ 9,000	\$ 1,890

#### Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
New World Public Safety					
COPLINK Interface Installation	1	\$ 5,800	\$ 0	\$ 5,800	\$ 0
<b>TOTAL</b>				\$ 5,800	\$ 0

2021-253951-V2D0G5

Page 1

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 9,000	\$ 1,890
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 5,800	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 14,800	\$ 1,890
Contract Total	\$ 16,690	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

#### Assumptions

**ePoliceReport, LLC**

5655 Silver Creek Valley Road #316  
 San Jose, CA 95138-2473  
 Phone 408.568.2826 Fax 877.484.2677

**QUOTE**

QUOTE # 2107000101  
 DATE: July 29, 2021

**Bill To:**

Fargo Police Department  
 105 25th St N  
 Fargo, ND 58102  
 Phone 701.235.4493

**Ship To:**

Fargo Police Department  
 105 25th St N  
 Fargo, ND 58102  
 701.235.4493

Attn: Tom Morris tmorris@fargond.gov  
 701-476-4104

**Comments or special instructions:**

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
L. Kvitek		1-Jul-2021			Due on receipt

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	ePoliceReport base license (one-time)	\$7,500.00	\$7,500.00
1	ePoliceReport annual subscription fee [Jul21 – Jun22]	\$4,000.00	\$4,000.00
0	RMS export format customization	\$0.00	\$0.00
0	RMS import consultation (with agency IT)	\$0.00	\$0.00
0	RMS import design and code (per week, estimate 2 weeks)	\$4,000.00	\$0.00
PAST DUE SUBTOTAL			
SUBTOTAL			\$11,500.00
SALES TAX			
SHIPPING & HANDLING			
<b>TOTAL DUE</b>			<b>\$11,500.00</b>

Please make all checks payable to **ePoliceReport, LLC**

If you have any questions concerning this invoice, please call 877.484.2677, or write sales@epolicereport.com

**THANK YOU FOR YOUR BUSINESS!**

### Online Reporting Additional Info

**Frontline:** (See attached PDF Quote)

#### **Is your system CJIS compliant?**

"The software is not CJIS compliant, but it does not necessarily need to be. We are not running any LEADs information within the system. We are in the process of upgrading our servers to the Microsoft Azure GOV cloud. We will be in a CJIS 'environment' by the end of the year."

#### **NIBRS compatible?**

No

#### **Is it compatible with New World RMS (ie Tyler Technologies)?**

"It is possible to set up an API. Cost for adding an API is \$1000 annually."

#### **Do you host the data in the cloud, or do we use our own servers? Cost if so?**

"We host the data for you. You get unlimited data storage. This cost is included in your quote."

**ePoliceReport:** (Hard time getting ahold of them, info provided over the phone, still waiting on Quote)

Lou ([lou@epolicereport.com](mailto:lou@epolicereport.com)) said that we would have the following breakdown:

\$7,500 one-time base license fee.

\$4,000 yearly annual subscription fee

With this price, we also get their CHIPS program, which allows for reporting suspicious person or vehicles etc. online. This program does not allow adding pictures or attachments at this time, but that feature is in the works. Neither have a mobile version.

#### **Is it compatible with New World RMS (ie Tyler Technologies)?**

To sync with NW it will require something called a Standard Import Format. If NW or our IT can provide or create that, then there is no charge. However if they have to create it for us it could cost an additional \$8,000-\$12,000 depending on how much work is involved.

#### **Is your system CJIS compliant?**

No

#### **NIBRS compatible?**

Yes

#### **Do you host the data in the cloud, or do we use our own servers? Cost if so?**

Cloud stored on their host servers, unlimited data, no fee.



Quote ID : FL38523

Date: 07-26-2021

## Your Quote Request


[Download](#)  
[Print Version](#)

## Quote Prepared For:

Matt Niemeyer  
 Fargo Police Department  
 105 25th St N  
 Fargo, ND - 58102  
 United States  
 Phone: 701-715-0936  
 mnemeyer@FargoND.gov

## Front Line Sales Representative:

Mike Celano  
 Phone: 630-613-9763  
[mcelano@frontlinepss.com](mailto:mcelano@frontlinepss.com)

Thank you for this opportunity! Below is the quote that you have requested. Please contact me with any further questions.

Time	Description	Yearly Cost	Total Cost
1 Year/s	Frontline Public Safety Solutions Mobile Tool-Kit  Includes your choice of Module: Citizen Reporting  1 Year -Single Agency Annual Membership	\$3,000.00	\$3,000.00
1 Year/s	Frontline Public Safety Solutions Mobile Tool-Kit  Includes your choice of 3 Modules: Overnight Parking Vacation Watch Directed Patrol Condition Report Pet Registration Bike Registration Business Key Holders At-Risk Residents Citizen Reporting Contact Card/Trespass Tow Manager Mobile Roll Call  1 Year -Single Agency Annual Membership  *Additional Cost for Additional Modules - \$199.00 Each	\$4,000.00	\$4,000.00





LexisNexis® | Coplogic™ Solutions

Dear Sgt Kevin Volrath

Thank you for your valued relationship with LexisNexis Coplogic Solutions Inc. (Coplogic). We appreciate your business and customer service is of the utmost importance to us. You are receiving this email because we have identified language in our existing services agreement ("Agreement") with you that may be unclear with respect to automobile crash reports sold by Coplogic.

Coplogic's affiliate (LexisNexis Claims Solutions Inc.) purchases automobile crash reports from law enforcement agencies in the ordinary course of their business. Usually it purchases crash reports to provide those reports and the information in them to its insurance company customers or other business customers. LexisNexis Claims Solutions purchases those reports both directly from agency desks and from Coplogic eCommerce web portals (which are currently [buycrash.com](http://buycrash.com) and [policereports.lexisnexis.com](http://policereports.lexisnexis.com)).

Coplogic does not interpret our Agreement with you to require the payment of agency fees after someone, including a Coplogic affiliate or a third party, purchases a crash report even when the purchaser resells previously purchased crash reports or data components from those reports.

For example, LexisNexis Claims Solutions might buy a crash report to provide to insurance company A. An agency fee is paid to you in connection with that purchase. However, if insurance company B later requests the same crash report from the affiliate, then LexisNexis Claims Solutions may sell the report to insurance company B out of its previously paid for inventory and an additional agency fee is not paid. Likewise, an agency fee would not be paid if an affiliate includes data components (e.g., VINs) from an already purchased report, in another product that is later sold to the affiliate's customers. This is not a new practice and it is consistent with the practice of many records departments of law enforcement agencies, which generally do not restrict or require reimbursement for subsequent sales of crash reports that have been purchased directly from those records departments.

There have been some questions concerning the payment structure described above, so we have updated our standard services agreement to clarify when law enforcement agencies will be paid an agency fee for the sale of a crash report or its components. We are also modifying existing services agreements and orders to provide this same clarity.

We are requesting that you review the enclosed modification to your Agreement and sign and return it to [Coplogic.Agreements@LexisNexisRisk.com](mailto:Coplogic.Agreements@LexisNexisRisk.com). If you have any questions, please contact me Brian Matuszko Manager, Coplogic Solutions LexisNexis. We appreciate your assistance in this regard and look forward to our continued relationship.

Respectfully,  
Brian Matuszko

constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3 **Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

### 3. SUPPORT AND MAINTENANCE.

- 3.1. **Ongoing Maintenance.** Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. **Support Services.** Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. **On Site Support.** In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

### 4. FEES.

- 4.1. **Fees due to Provider.** Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.



download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

**7. RELEVANT LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. **Fair Credit Reporting Act.** The Services provided pursuant to this Agreement are not provided by “consumer reporting agencies” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”) and do not constitute “consumer reports” as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.2. **Protected Health Information.** Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.3. **Social Security Numbers.** Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.4. **Privacy Principles.** Agency shall comply with the “Provider Data Privacy Principles” available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.5. **Security.** Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.
- 7.6. **Additional Requested Terms and Conditions.** Provider acts on behalf of Agency in carrying out Agency’s obligations to provide public access to vehicle accident reports under applicable public record laws. Provider will accordingly follow the instruction and direction of Agency in fulfilling requests for Agency’s Reports. Should Agency require any specific terms and conditions for the disclosure or use of Reports on Provider’s eCommerce web portal beyond the terms and conditions otherwise defined herein, including any conditions relating to compliance with any laws restricting the disclosure, obtainment or use of Agency’s Reports, Agency will notify Provider within three (3) business days of Agency’s decision. Otherwise, Provider will rely on Agency to determine that all legal conditions relating to the disclosure, obtainment, and use of Agency’s Reports have been met when Agency authorizes Provider to disclose Agency’s Reports to Authorized Requestors on Provider’s eCommerce web portal pursuant to this Agreement.

**8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.**

- 8.1. **Definition.** “Confidential Information” means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient’s possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. **Treatment of Confidential Information.** Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party’s Confidential Information other than as necessary to perform its obligations or as permitted



**12. INDEMNIFICATION.** To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

**13. LIMITATION OF LIABILITY.** To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by provider from agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12<sup>th</sup>) month of this Agreement, for the period leading up to such event. To the extent the relevant services are made available at no cost to agency, then in no event shall Provider's liability to agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

**14. FORCE MAJEURE.** Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

**15. NOTICES.** All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

**16. MISCELLANEOUS.**

**16.1 Affiliates.** For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

**16.2 Independent Contractor/No Agency.** Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

**16.3 Assignment.** Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

**16.4 Headings, Interpretation, and Severability.** The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



## EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:
  - (i) provide immediate written notice to:
    - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
    - b) via email to (security.investigations@lexisnexis.com); or
    - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
  - (ii) promptly investigate the situation; and
  - (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
  - (iv) if required by law, or in Provider's discretion, Agency shall:
    - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
    - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
  - (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
  - (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.



IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: Fargo Police Department

Signature: Sgt. Kevin Volrath  
FFF1D7B48E464A2...

Printed Name: Sgt Kevin Volrath

Title: Sergeant

Date: 26 November 2019 | 7:54:03 AM EST

Provider: LexisNexis Coplogic Solutions Inc.

Signature: Roy Marler  
50A3B996B9BD459...

Printed Name: Roy Marler

Title: VP Product Management

Date: 26 November 2019 | 9:08:04 AM EST

August 19, 2021

The Honorable Board of City Commissioners  
225 4<sup>th</sup> Street N.  
City of Fargo  
Fargo, ND 58102

RE: RFP18267: Authorization to extend the 2018 Sidewalk Snow and Ice Removal Services contract with Valley Green & Associates and All-Terrain Grounds Maintenance for the 2021-2022 winter season.

Commissioners:

In August of 2018, Public Works issued a Request for Proposal (RFP18267) for sidewalk snow and ice removal services. The contracted services clear sidewalks for the sidewalk snow code enforcement program. With City Commission authorization, contracts were extended to Valley Green & Associates and All-Terrain Grounds Maintenance to perform the services.

As part of the 2018 RFP, language was included that allows for two (2) one (1) year extensions under the original terms of the RFP. Public Works staff has visited with both 2018 contract holders and at this time we are requesting authorization to extend their contracts for the 2021-2022 winter season under the same terms and pricing of the initial RFP18267.

RECOMMENDED MOTION: I/we hereby move, based on the request for proposal (RFP18267), to extend the initial 2018 sidewalk snow and ice removal services contracts with Valley Green & Associates and All-Terrain Grounds Maintenance for the 2021-2022 winter season.

Respectfully submitted,



Paul Fiechtner  
Services Manager  
Fargo Public Works

**SERVICES AGREEMENT  
CODE ENFORCEMENT  
SIDEWALK SNOW AND ICE REMOVAL SERVICES**

**I. Agreement**

This agreement is between the City of Fargo (City) and All-Terrain Grounds Maintenance (Contractor) to provide code enforcement sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2022.

**II. Scope of Services**

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk."

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee to be established between contractor and Director of Public Works.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, Contractor will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications.

Timeframe

Contractor will be required to complete the snow and ice management services of assigned sidewalks within 24 hours of notification from Street Department staff.

Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of



all sections of the sidewalk cleaned, as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed.

Obstructions

Contractor will not be responsible for snow and ice management of areas that are obstructed and unable to be cleared of snow and ice. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires a Contractor to make additional visits to complete the snow and ice management services, additional fees may be billed and paid on a case by case basis. For complete payment time stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice removal services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractors will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of Director of Public Works 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 snow and ice removal services. 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 Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

**III. Responsibility of the City**

City shall oversee the execution of this agreement and disbursing of funds.

**IV. Contractor's Compensation and Method of Payment**

City will reimburse Contractor for services rendered per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

**V. Termination of the Agreement**

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

**VI. Assignability**

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

**VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract.

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.

**VIII. Contractor Records**

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

**IX. Monitoring and Evaluation**

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

**X. Independence of Recipient**

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

**XI. Conflict of Interest**

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

**XII. Entire Agreement**

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement

Date: 8/17/2021

All-Terrain Grounds Maintenance

By: 

Its: CM

Date\* \_\_\_\_\_

CITY OF FARGO, North Dakota, a North  
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

**BID SHEETS**

All sidewalks will be four and a half feet (4 1/2') in width and will need to be bid accordingly.

**Snow Removal Equipment Cost**

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 75
Skid Steer Front Loader with Snow Blower and Operator	\$ 75
Toolcat Utility Machine with Bucket and Operator	\$ 75
Toolcat Utility Machine with Snow Blower and Operator	\$ 75
Walk Behind Snow Blower and Operator	\$ 75
Laborer	\$ 75

Ice Removal Product Cost (price should include product and cost to apply)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$ 0.50

**Sidewalk Inspection Fee** (If it is found the sidewalk is within compliance and no work is required.)

**Inspection Fee:** \$ 75

**SERVICES AGREEMENT  
CODE ENFORCEMENT  
SIDEWALK SNOW AND ICE REMOVAL SERVICES**

**I. Agreement**

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide code enforcement sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2022.

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If requested by city staff, Contractor will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications.

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Contractor will be required to complete the snow and ice management services of assigned sidewalks within 24 hours of notification from Street Department staff.

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all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed.

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Safety

All snow and ice removal services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractors will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of Director of Public Works 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 snow and ice removal services. 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 Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

**III. Responsibility of the City**

City shall oversee the execution of this agreement and disbursing of funds.

**IV. Contractor's Compensation and Method of Payment**

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

**V. Termination of the Agreement**

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

**VI. Assignability**

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

**VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract.

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.

**VIII. Contractor Records**

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

**IX. Monitoring and Evaluation**

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

**X. Independence of Recipient**

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

**XI. Conflict of Interest**

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

**XII. Entire Agreement**

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

**IN WITNESS WHEREOF**, the undersigned enter into this agreement.

Date:

8/18/21

Valley Green & Associates

By:

Nicole Seaberg

Its:

CEO

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

CITY OF FARGO, North Dakota, a North  
Dakota Municipal Corporation

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

ATTEST:

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



**BID SHEETS**

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

**Snow Removal Equipment Cost**

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 80.00
Skid Steer Front Loader with Snow Blower and Operator	\$ 85.00
Toolcat Utility Machine with Bucket and Operator	\$ 65.00
Toolcat Utility Machine with Snow Blower and Operator	\$ 70.00
Walk Behind Snow Blower and Operator	\$ 55.00
Laborer	\$ 40.00

**Ice Removal Product Cost (price should include product and cost to apply)**

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$ 0.50

**Sidewalk Inspection Fee** (If it is found the sidewalk is within compliance and no work is required.)

Inspection Fee: \$ 75

2301 8<sup>th</sup> Avenue North  
Fargo, North Dakota 58102  
Phone: 701-241-1449  
Fax: 701-241-8109

(21)

August 18, 2021

Honorable Board of City Commissioners  
City of Fargo  
Fargo, North Dakota 58102

RE: Project SW 21-01

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, August 18, 2021, for the Landfill Gas Wellfield Expansion Project SW 21-01. A detailed bid tabulation sheet is attached for your review. Please note that the specifications requested a base bid and an alternate bid item. Bid totals are as follow:

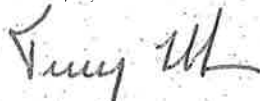
COMPANY	Base Bid	Alternate Bid Item	Bid Total with Alternate
SCS Field Services / SCS Engineering	\$370,241.00	\$74,025.00	\$444,239.00
Industrial Builders, Inc.	\$497,445.00	\$82,250.00	\$579,695.00
R.J. Zavoral & Sons Inc.	\$542,053.00	\$94,000.00	\$636,053.00

Along with Wenck Associates (now part of Stantec), this office recommends award of the contract to SCS Field Services / SCS Engineering, in the amount of \$444,239.00 as the lowest and best base bid with alternate. Funding for this project has been included in the 2021 Solid Waste Division Capital Improvement annual budget. Please note that the *Engineer's Estimate* (based on similar recent projects) for this project was \$ 455,000.00.

**SUGGESTED MOTION:**

Accept the base bid and alternate bid item from SCS Field Services / SCS Engineering, in the amount of \$444,239.00 for the Landfill Gas Wellfield Expansion Project SW 21-01.

Respectfully Submitted,



Terry Ludlum  
Solid Waste Utility Director



Scott Olson  
Solid Waste Utility Engineer

Attachment

cc: Bruce Grubb, City Administrator  
Jill Pagel, Auditors Office  
Scott Anderson, Landfill Supervisor  
Randy Hanson, Wenck Associates (Stantec)

CITY OF FARGO  
DIVISION OF SOLID WASTE

Landfill Gas Wellfield Expansion  
PROJECT SW 21-01

Bids Opened: 11:45 AM  
Date: 8/18/2021

Engineers Estimate: \$455,000

Bid Item	Quantity	Contractor SCS Field Services/SCS Engineering		Contractor Industrial Builders, Inc.		Contractor R.J. Zavoral & Sons Inc.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 Mobilization & Demobilization	1 LS	\$ 40,400.00	\$ 40,400.00	\$ 105,000.00	\$ 105,000.00	\$ 60,000.00	\$ 60,000.00
2 Field Engineering	1 LS	\$ 13,500.00	\$ 13,500.00	\$ 10,500.00	\$ 10,500.00	\$ 18,000.00	\$ 18,000.00
3 Drilling Gas Wells	683 VF	\$ 48.00	\$ 32,784.00	\$ 55.00	\$ 37,565.00	\$ 86.00	\$ 58,738.00
4 Gas Wells	710 VF	\$ 78.00	\$ 55,380.00	\$ 170.00	\$ 120,700.00	\$ 130.00	\$ 92,300.00
5 12" HDPE DR 17 Piping	995 LF	\$ 80.00	\$ 79,600.00	\$ 60.00	\$ 59,700.00	\$ 97.00	\$ 96,515.00
6 6" HDPE DR 17 Piping	2,720 LF	\$ 32.00	\$ 87,040.00	\$ 40.00	\$ 108,800.00	\$ 69.00	\$ 187,680.00
7 4" HDPE DR 17 Piping	70 LF	\$ 33.00	\$ 2,310.00	\$ 250.00	\$ 17,500.00	\$ 119.00	\$ 8,330.00
8 Wellhead Assemblies and Connections	9 Each	\$ 1,600.00	\$ 14,400.00	\$ 1,500.00	\$ 13,500.00	\$ 1,115.00	\$ 10,035.00
9 Erosion Control	1 LS	\$ 29,600.00	\$ 29,600.00	\$ 6,680.00	\$ 6,680.00	\$ 1,100.00	\$ 1,100.00
10 Site Restoration	1 LS	\$ 15,200.00	\$ 15,200.00	\$ 17,500.00	\$ 17,500.00	\$ 9,355.00	\$ 9,355.00
<b>Alternate Bid Item</b>	<b>BID TOTAL</b>		<b>\$ 370,214.00</b>		<b>\$ 497,445.00</b>		<b>\$ 542,053.00</b>
11 12" HDPE DR 17 Piping with E/W	1,175 LF	\$ 63.00	\$ 74,025.00	\$ 70.00	\$ 82,250.00	\$ 80.00	\$ 94,000.00
	<b>BID TOTAL w/ ALTERNATE</b>		<b>\$ 444,239.00</b>		<b>\$ 579,695.00</b>		<b>\$ 636,053.00</b>

22

August 23, 2021

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

Dear Commissioners:

Attached is the 2022 grant award for State Aid from the North Dakota Department of Transportation.

The State Aid agreement is effective July 1, 2021 – June 30, 2022 and is for \$475,272. Funds can be utilized as local match for other grants or simply utilized for eligible Transit expenditures.

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

Thank you.





Julie Bommelman  
Transit Director  
City of Fargo  
701.476.6737

/enc

## MEMORANDUM

TO: William T. Panos  
Director

FROM: Becky Hanson  
Transit Program Manager   
Paul Benning  
Local Government Engineer 

DATE: July 28, 2021

SUBJECT: State Aid for Public Transit  
City of Fargo  
SFY 2022 (July 1, 2021 - June 30, 2022)

This is a contract to provide transit funding under the regulations of State Aid for Public Transit. Standard methodology was used in distribution of \$475,272 of state funds. No local match is required.

38/bh 328-2542

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

July 28, 2021

Julie Bommelman  
Fargo Metro Area Transit  
650 23<sup>rd</sup> St N  
Fargo, ND 58102

Congratulations. Fargo Metro Area Transit will be receiving State Aid funding to provide transit services. Enclosed is the Contract Agreement and funding breakdown per county for your agency.

Cass County	\$475,272
-------------	-----------

In order to begin the funding process, please:

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

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

Sincerely,

DocuSigned by:

*Becky Hanson*

C09648C80D69421...

Becky Hanson

Transit Program Manager

Cc: Dan Farnsworth, Transportation Planner  
Kevin Hanson, Chairman, Metro Area Transit Board

**North Dakota Department of Transportation  
STATE AID FOR PUBLIC TRANSIT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, a Political Subdivision, hereinafter referred to as the Contractor, whose address is 650 23<sup>rd</sup> Street North, Fargo, ND 58102.

WHEREAS, House Bill 1337 (NDCC 39-04.2) of the 1989 State Legislature established a Public Transportation Fund to provide state aid funds to political subdivisions and nonprofit corporations for the purpose of assisting in establishing and operating public transit systems and service in the state; and

WHEREAS, the Director of NDDOT has the responsibility of developing the transit program guidelines and administering the Public Transportation Fund; and

WHEREAS, the Contractor desires to receive the available state aid funds to assist in providing needed public transit services in the service area;

NOW, THEREFORE, IT IS AGREED:

**I.**

For the period of July 1, 2021, through June 30, 2022, the Contractor shall undertake and provide the transit services as described in the Contractor's application for state aid transit funds, which is on file with the NDDOT.

**II.**

**Costs.** NDDOT shall reimburse the Contractor for providing the transportation services, not to exceed \$475,272, provided costs are incurred in accordance with NDDOT program guidelines. (Copy of which will be provided upon request.) Requests for reimbursements will be allowed to be submitted to NDDOT quarterly. The final request for reimbursement must be submitted by close of business on the fifth (5<sup>th</sup>) business day following the termination date of this agreement.

**III.**

**Purchase and Disposal of Project Equipment.** The purchase and disposition of all project vehicles or equipment financed in whole or in part with state aid transit funds shall be undertaken by the Contractor in accordance with the state Office of Management and Budget regulations and NDDOT purchasing manual, copies of which will be provided upon request.

**IV.**

**Assignments.** The Contractor shall not assign nor transfer the Contractor's interests or duties under this agreement without the express written consent of the state.

**V.**

**Subcontracting.** The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this



agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

## VI.

**Merger and Waiver.** This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

## VII.

**Records and Reports.** The Contractor shall complete and submit all forms and reports as required by NDDOT. The Contractor shall also maintain supporting documentation for all costs charged to the project. All accounting documents shall be clearly identified, readily accessible, and where possible, kept separate and apart from all other such documents. All project records and documents shall be kept by the Contractor for three years after the termination date of this agreement.

## VIII.

**Audit.** 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.

## IX.

**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 both parties.

## X.

**Equipment Use.** The Contractor agrees that the project vehicles or equipment funded with state aid transit funds shall be used solely for providing public transit services in accordance with NDDOT program guidelines. Such vehicles or equipment shall be used for the duration of useful life. If any project vehicles or equipment are not used in this manner or are withdrawn from service before the end of useful life, the Contractor shall immediately notify NDDOT. The Contractor agrees that the vehicles or equipment shall not be used for charter service or exclusively for school busing.

## XI.

**Insurance.** The Contractor shall maintain insurance coverage on the project vehicle(s) in an amount adequate to protect the fair market value of the vehicles throughout the duration of this agreement.

## XII.





**Termination.** The contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

### XIII.

**Nondiscrimination – Compliance with Laws.** The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

### XIV.

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

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

TITLE

DATE

APPROVED as to substance by:

Paul Benning

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

7/28/2021

DATE

DATE

CLA 3338 (Div. 38)  
L.D. Approved 5-3-90; 8-15



## Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$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, their 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 the Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$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



**Certificate Of Completion**

Envelope Id: 7C3FC1BCD5074B73A22F60548946F4F6

Status: Sent

Subject: Contract #38210913: Please DocuSign: State Aid for Public Transit Agreement

Contract Number: 38210913

PCN:

Source Envelope:

Document Pages: 7

Signatures: 2

Certificate Pages: 3

Initials: 4

AutoNav: Enabled

Envelope Stamping: Enabled

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

Envelope Originator:

Connie Nelson

608 E Boulevard Ave

Bismarck, ND 58505

conelson@nd.gov

IP Address: 165.234.92.5

**Record Tracking**

Status: Original

7/27/2021 2:43:21 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Connie Nelson

conelson@nd.gov

Location: DocuSign

Pool: StateLocal

Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

Location: DocuSign

**Signer Events**

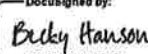
Becky Hanson

bhanson@nd.gov

Carahsoft OBO North Dakota Department of

Transportation CLOUD

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

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style

Using IP Address: 165.234.252.245

**Timestamp**

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Signed: 7/28/2021 11:15:25 AM

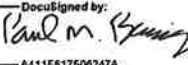
**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

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

DocuSigned by:  
  
 A411F817500247A...

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

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Viewed: 7/28/2021 1:04:40 PM

Signed: 7/28/2021 1:04:45 PM

**Authentication Details**

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 7/28/2021 1:04:33 PM

Phone: +1 701-214-2502

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Steve Salwei

ssalwei@nd.gov

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

DS  


Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.8

Sent: 7/28/2021 1:04:48 PM

Viewed: 7/29/2021 2:35:44 PM

Signed: 7/29/2021 2:35:53 PM

**Authentication Details**

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Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 7/29/2021 2:35:24 PM  
Phone: +1 701-527-8980

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

Shannon Sauer

ssauer@nd.gov

Security Level: Email, Account Authentication  
(None), AuthenticationSignature Adoption: Pre-selected Style  
Using IP Address: 165.234.253.12

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Viewed: 7/29/2021 2:52:48 PM

Signed: 7/29/2021 2:52:58 PM

**Authentication Details**

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Phone: +1 701-426-9825

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSignSecurity Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSignSecurity Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Connie Nelson

conelson@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

Ronald Henke

rhenke@nd.gov

Security Level: Email, Account Authentication  
(None), Authentication**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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

Connie Nelson

conelson@nd.gov

Transit Agency

Carahsoft OBO North Dakota Department of  
Transportation CLOUDSecurity Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**VIEWED**

Using IP Address: 165.234.252.245

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Viewed: 7/28/2021 10:34:34 AM

Completed: 7/28/2021 10:40:20 AM

**Agent Delivery Events****Status****Timestamp**

Julie Bommelman

jbommelman@cityoffargo.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sent: 7/29/2021 2:53:01 PM

Viewed: 8/13/2021 8:51:47 AM

**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:**  
Not Offered via DocuSign

Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/27/2021 2:43:31 PM

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

(24)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. MS-17-A0 (PN-19-B) Type: Contract Amendment #5  
 Location: 52 Ave S – 45 St to Sheyenne St Date of Hearing: 8/16/2021

<u>Routing</u>	<u>Date</u>
City Commission	8/23/2021
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to a Contract Amendment submitted by Houston Engineering in the amount of \$58,905.00, bringing the total contract amount to \$1,179,964.99. The additional costs are for amending the Traffic Operations Report, the environmental document, and adding on final design services for the roundabout at Sheyenne Street.

Staff is recommending approval.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #5 in the amount of 58,905.

RECOMMENDED MOTION

Approve Contract Amendment #5 to Houston Engineering in the amount of \$58,905.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

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

ATTEST:

  
 Tom Knakmuhs, P.E.  
 Assistant City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC

**From:** Jeremy Gorden, P.E., PTOE, Division Engineer – Transportation

**Date:** August 12, 2021

**Re:** Request to Approve Contract Amendment #5 with Houston Engineering  
City of Fargo Project No. MS-17-A0  
52<sup>nd</sup> Avenue S – 45<sup>th</sup> Street to Sheyenne Street

---

I've attached Contract Amendment #5 with Houston Engineering for additional services for out-of-scope work on this project. The extra work is amending the Traffic Operations Report and the environmental document, and adding on final design services for the roundabout at Sheyenne Street. The only active part of this contract is from 63<sup>rd</sup> Street to Sheyenne Street.

The amendment is for **\$58,905**. I support approval of this scope of services and associated fee. This is a shared project with West Fargo and Cass County, and the funding of this additional work will be split out to all three of us at the end of the project.

Houston's contract value today is \$1,121,059 and this amendment will bring it to 1,179,964.

### **Recommended Motion**

Approval of Contract Amendment #5 from Houston Engineering for out of scope services associated with this project.

Attachment



Fargo Corporate Office

701.237.5065

701.237.5101

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

## PROFESSIONAL SERVICES

### PROPOSAL AND AGREEMENT – AMENDMENT NO. 3

August 10, 2021

**Project:** HEI Cost Proposal Amendment 3 52nd Ave S  
HE Project No. 6059-0158

**Client:** City of Fargo  
200 North 3<sup>rd</sup> Street  
Fargo, ND 58102  
Attn: Jeremy Gorden

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

**Description  
of Work:** This contract amendment is to provide additional services for out-of-scope work for 52<sup>nd</sup> Ave. from 63<sup>rd</sup> St. to Sheyenne St. The plans will be completed and provided to the City of Fargo. The Roundabout at 52<sup>nd</sup> Ave/Sheyenne St. was also modified from the original design to accommodate a request by the City of West Fargo to expand the roundabout for future projected growth.

**Fee:** The total estimated fee for the above-described tasks is \$58,905 as summarized in Attachment 1.

**Conditions:** Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering,

Bismarck

701.323.0200

701.323.0300

Minot

701.852.7931

701.853.6655

Maple Grove

765.493.4522

765.493.5572

Three River Falls

218.681.2951

218.681.2987



Page 2

Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above-described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

Signature: \_\_\_\_\_

Signature: Jeremy McLaughlin  
Digitally signed by Jeremy McLaughlin  
 DN: cn=J. McLaughlin, o=Houston Engineering Inc., c=US  
 Date: 2021.08.10 11:42:59-0500

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

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

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

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

Page 3

1.0 Out of Scope Work –completed as of July 1

Resurvey west of 63<sup>rd</sup> St. to incorporate revisions due to recent City of Fargo watermain construction project. Needed to have up to date information for current design.

Preliminary discussions and review of modifying roundabout to incorporate additional lanes

Modifications to storm sewer design and analysis.

Cost: \$6,966.00

2.0 Project Administration

2.1 Meetings and coordination with City of Fargo, West Fargo, and Cass County to discuss additional work and coordination. Mainly related to the roundabout revisions.

3.0 ROW Preparation

3.1 Prepare legal descriptions for additional ROW that may be required once final design is completed for the roundabout revisions. Houston is assuming two descriptions will be required, one at the northeast and one at the southeast quadrant of Sheyenne St. and 52<sup>nd</sup> Ave. S. Cass County currently owns the land and has indicated to us that if we provide the legal description along with a plan view showing the required ROW, the County will take care of transferring the ownership rights as required.

4.0 DCE Amendment

4.1 The current DCE expires in 2021 (term expires in July of 2021 but FHWA has indicated it will not officially expire until December 2021). Due to this phase of the project being pushed back due to funding, the DCE will expire and will need to be amended. Additional analysis will be required for the DCE amendment to include revisions to the roundabout. An amendment will be prepared and submitted to the NDDOT for formal approval by FHWA. Once approved, the document will be sufficient to take us through construction in 2023.

4.2 In addition, because the project was separated and delayed, an additional USACE 404 permit will be required for the Sheyenne Bridge replacement. That permit will be obtained for this project. The additional permits required for the bridge replacement from the State Water Commission were already accounted for in a previous amendment.

5.0 Revise Plans to Incorporate Roundabout Revisions

5.1 A meeting was held between the City of Fargo, City of West Fargo, and Cass County to discuss modifying the roundabout at the west end of the project. The City of West Fargo completed a traffic study for development west of Sheyenne Street. The City would like to

Page 4

expand the roundabout on the south half to create additional capacity for west to east traffic. Houston had already completed the design of the roundabout and associated utility and grading design. Plan preparation will be modified to incorporate the revised layout and 30% geometrics will be submitted to vested parties for review prior to final design. Bridge design has not progressed beyond 30% at this time so no additional effort will be required to accommodate the revisions to the roundabout.

- 5.2 Revise Traffic Operations memorandum with current projections to reflect possible revisions to proposed roundabout geometry at 52<sup>nd</sup> Ave. and Sheyenne Street.

Est. Cost for tasks 2.0 to 5.0: \$51,939.00

**Total Amendment Request: \$58,905**

[illegible]



## Memorandum

To: Jeremy McLaughlin, Houston Engineering

From: Erik Seiberlich, Traffic Senior Project Manager  
Sean Delmore, Director of Traffic Engineering

Date: August 4, 2021

Re: Scope and Cost Estimate for Completing Modifications to the 52<sup>nd</sup> Avenue Study Documents

---

This letter is to serve as a proposal by WSB to complete modifications to Technical Memorandum No. 1 (Existing and Forecast Conditions) submitted on January 23, 2018. Recent development in the area and traffic studies will be reviewed to determine what changes to the background growth and traffic forecasting assumptions are necessary. WSB will work through Houston Engineering but generate correspondence with the City of Fargo and the North Dakota DOT in order to ensure agency buy in with the modified forecasting

WSB's scope of services for this project includes:

1. Project Management and Meetings
  - a. WSB will work closely with the Houston project manager to discuss project specifics and keep traffic work moving along.
  - b. The cost estimate provided assumes all correspondence is by email, telephone or video conference. This scope includes two virtual meetings with the City and/or NDDOT.
2. Traffic Forecasting
  - a. WSB will review agency and consultant reports and comments that have been developed since January 2018 when the original Technical Memorandum was submitted.
  - b. Forecasting modifications will be focused on the area around Sheyenne Street; the recent and expected development and background growth in that area.
  - c. Traffic volumes will be modified for the 2040 conditions.
  - d. Traffic analysis will be completed using Synchro/SimTraffic for 2040 conditions using existing (2021) geometry and traffic control and potential alternatives including any potential improvements to the 52<sup>nd</sup> Avenue intersection with Sheyenne Street.
  - a. WSB will provide an updated crash analysis based on data obtained from NDDOT. The analysis will be used to identify existing safety issues and potential mitigation measures or safety enhancement alternatives.
3. Documentation
  - a. All deliverables are subject to internal review per WSB's Quality Management Process for Traffic Studies.
  - b. WSB will prepare a draft addendum to the 2018 memorandum for review detailing the methodology, analysis results and findings of the forecasting

August 4, 2021  
Page 2

modifications. This addendum will include any necessary modifications to figures, tables and attachments.

- c. WSB will prepare a final addendum incorporating the comments received from the reviewers.

**SCHEDULE AND COST**

Agency correspondence and information review will begin upon notice to proceed (NTP). A draft addendum will be submitted for approval within four weeks of NTP.

The client will be charged based on hours worked at the appropriate hourly rate per employee with a not-to-exceed amount of \$10,000 for work included in this scope.

Thank you for the opportunity to propose on this project. Please contact me at 612-508-5996 if you have any questions regarding the content of this proposal.

Sincerely,



Erik Seiberlich  
Traffic Senior Project Manager

**PROPOSAL FOR:**

**Traffic Engineering Services – 52<sup>nd</sup> Avenue Forecasting Update**

**ACCEPTED BY:**  
**Houston Engineering Inc.**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

August 11, 2021

(25)

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

**Re: Keith A. Ernst and Raymond P. Vogle, as Trustees  
of the Fred M. Hector Jr. Revocable Trust  
Purchase Agreement – Improvement District #FP-19-A1**

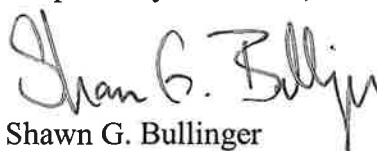
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement document for the acquisition of a property in association with Improvement District #FP-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of property from Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust in association with Improvement District #FP-19-A1.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nathan Boerboom  
Nancy J. Morris



**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 6 of August, 2021, by and between **Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust under agreement dated September 27, 2017**, hereinafter called "Seller", whether one or more, and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "Buyer" or "City".

**WHEREAS**, Seller is the owner of the following described property (hereinafter called the "**Property**"):

That part of the Northeast Quarter of Section 4, Township 138, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 01°56'40" East, along the westerly line of said Northeast Quarter for a distance of 200.00 feet to the true point of beginning; thence continue South 01°56'40" East, along the westerly line of said Northeast Quarter, for a distance of 80.79 feet; thence North 51°18'24" East for a distance of 87.36 feet to the easterly line of an easement described in Document No. 1290492, on file at the Cass County Recorder's Office; thence North 01°56'40" West, along the easterly line of said easement, for a distance of 122.20 feet to the most northerly corner of said easement; thence South 34°49'29" West, along the northwesterly line of said easement, for a distance of 116.94 feet to the true point of beginning.

Said tract contains 7,105 square feet, more or less.

The Property is depicted as Parcel A on the Exhibit attached hereto at Exhibit "A".

**WHEREAS**, Buyer desires to purchase Seller's Property to serve the existing drain and for storm water retention purposes, and

**WHEREAS**, the City and Seller have negotiated fair and just compensation for the Seller's Property desired by the City; and

**WHEREAS**, upon the terms and conditions of this Agreement, Seller has agreed to grant the foregoing interest in its Property to the City.

**NOW, THEREFORE,** in consideration of the mutual covenants promises and agreements of the parties, it is hereby agreed as follows:

1. **Conveyance of Fee Title.** At Closing, which shall occur as early as practicable Seller shall convey by customary Trustee's Deed to the City the fee title to Property to be legally described as follows:

That part of the Northeast Quarter of Section 4, Township 138, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 01°56'40" East, along the westerly line of said Northeast Quarter for a distance of 200.00 feet to the true point of beginning; thence continue South 01°56'40" East, along the westerly line of said Northeast Quarter, for a distance of 80.79 feet; thence North 51°18'24" East for a distance of 87.36 feet to the easterly line of an easement described in Document No. 1290492, on file at the Cass County Recorder's Office; thence North 01°56'40" West, along the easterly line of said easement, for a distance of 122.20 feet to the most northerly corner of said easement; thence South 34°49'29" West, along the northwesterly line of said easement, for a distance of 116.94 feet to the true point of beginning.

Said tract contains 7,105 square feet, more or less.

City shall assure itself as to fee title to the Property, all costs to be borne by City, including the costs for obtaining any title searches or creating or updating any abstract of title to the Property (if there is an existing abstract of title to the Property, such abstract may be updated and reviewed by the City at the City's cost, but ownership of such abstract (if any) shall remain with Seller following closing)

2. **Purchase Price.** As and for the purchase price for the Property, the City shall pay to Seller the sum of \$10,316.60. The parties hereto agree and understand that the amount paid for this Property in no way establishes the purchase price for any other parcels for which appraisals have been or will be secured.

3. **Mortgages, Liens and Encumbrances.** Seller agrees to convey the Property by customary Trustee's Deed, whereby Seller warrants title to the Property only against persons lawfully claiming any interest by or through Seller, free and clear of all mortgages and liens caused or created by Seller, but subject to all real estate taxes and special assessments not yet due and payable, and to all easements, covenants, reservations, agreements, restrictions and other matters of record.

4. **Taxes.** The taxes and installments of special assessments, if any, for the year of closing allocated to the Property shall be prorated. Prior year taxes and assessments must be paid by Seller in advance of closing.

5. **Attorney Fees.** It is understood and agreed that as part of this purchase, each of the parties shall pay their own attorney's fees.

6. **Inspection and Photographs.** Prior to Closing, Seller agrees to allow City to enter the premises and upon the land for purposes of inspection, including but not limited to soil testing, including soil borings, and all other testing means necessary to determine suitability of the Property for the intended purposes.

7. **Authorization Contingency.** Each party's respective obligation(s) to consummate the transaction(s) contemplated by this Agreement is contingent upon Seller obtaining either (a) consent to the terms of the transaction(s) contemplated by this Agreement from the beneficiary(s) of the Fred M. Hector Jr. Revocable Trust that commenced the pending estate/trust litigation against Seller, or (b) an order from the Cass County District Court verifying Seller (i.e., the trustees) continues to have legal authority to carry out transactions of the type contemplated by this Agreement, that is not timely appealed within the 60-day appeal period following issuance of such order (as applicable, the "Evidence of Authority"). The Evidence of

Authority must be obtained in form and substance that both Seller and Buyer (in their respective sole directions) deems satisfactory. If satisfactory Evidence of Authority has not been obtained within 90 days following the execution of this Agreement, then either party may terminate this Agreement by written notice to the other.

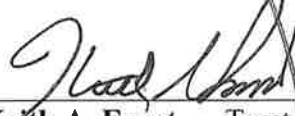
8. **Closing.** Closing on this purchase shall occur as soon as possible following satisfaction of the Authorization Contingency under Section 7 above.

9. **Entire Agreement.** This agreement contains the entire agreement between the parties and shall be binding on the parties, their successors and assigns.

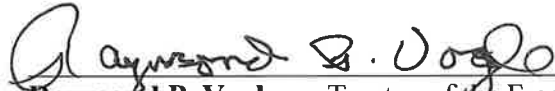
(Signatures on following page.)

DATED this 6 day of August, 2021.

**SELLER:**

A handwritten signature in black ink, appearing to read "Keith A. Ernst", written over a horizontal line.

**Keith A. Ernst**, as Trustee of the Fred M.  
Hector Jr. Revocable Trust under agreement  
dated September 27, 2017

A handwritten signature in black ink, appearing to read "Raymond P. Vogle", written over a horizontal line.

**Raymond P. Vogle**, as Trustee of the Fred  
M. Hector Jr. Revocable Trust under  
agreement dated September 27, 2017

**BUYER:**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF FARGO, NORTH DAKOTA, a  
North Dakota municipal corporation

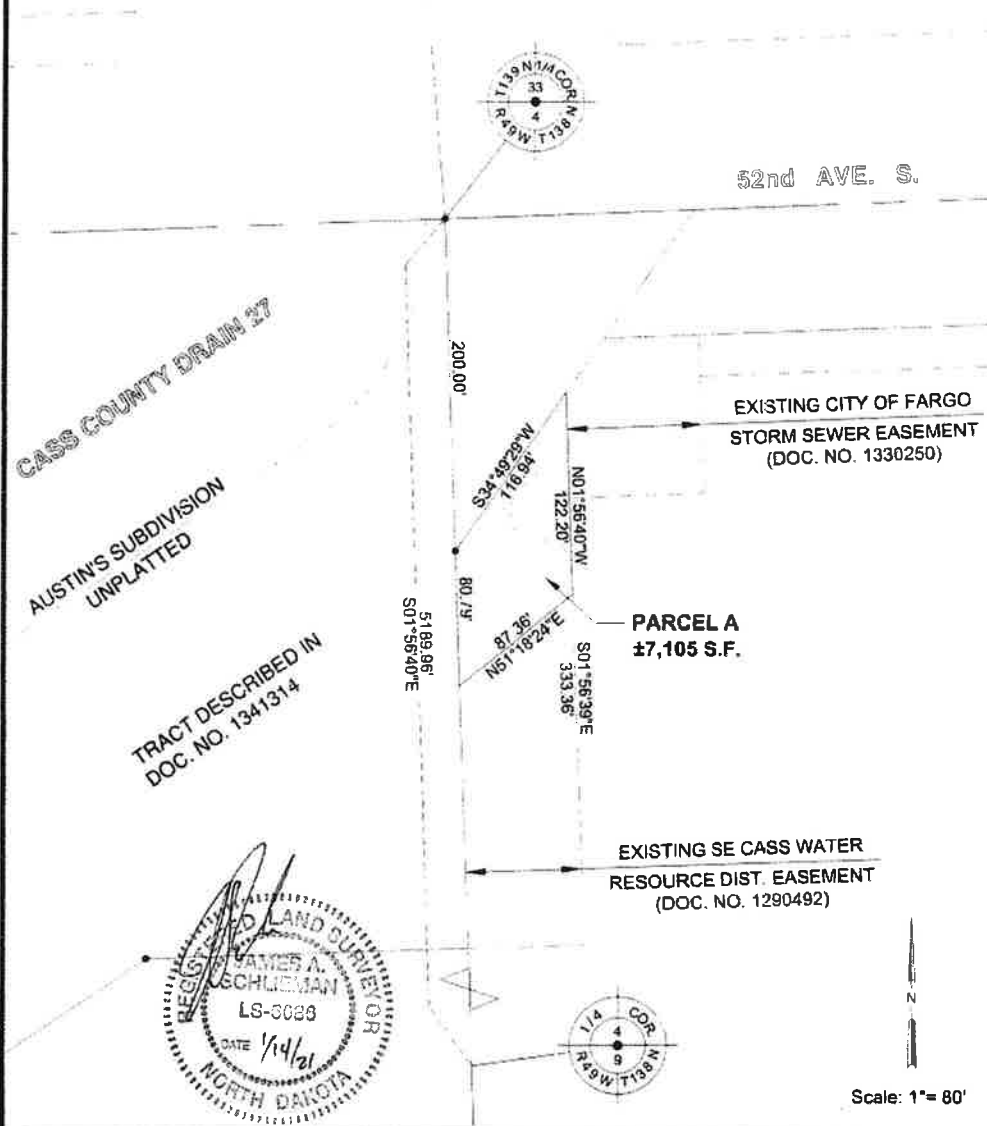
By: \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

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

**EXHIBIT "A" TO PURCHASE AGREEMENT**

PARCEL A  
PART OF NE 1/4, SECTION 4-138-49  
CASS COUNTY  
STATE OF NORTH DAKOTA OWNER: FRED M. HECTOR JR REVOCABLE TRUST ETAL



IRON MONUMENT FOUND  
MEASURED BEARING S59°27'46"E  
MEASURED DISTANCE 105.00'  
PLAT BEARING (N57°00'00"W)  
PLAT DISTANCE (105.00')  
PURCHASE PARCEL

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



**EXHIBIT**

PROJECT NO.  
6059-0168

**SW REGIONAL POND PROJECT  
CASS COUNTY, ND**

**SHEET  
1 OF 2**

1-14-21

**PARCEL A**  
**PART OF NE 1/4, SECTION 4-138-49**  
**CASS COUNTY**  
**STATE OF NORTH DAKOTA** OWNER: FRED M. HECTOR JR REVOCABLE TRUST ETAL

**Description (Parcel A):**

That part of the Northeast Quarter of Section 4, Township 138, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 01°56'40" East, along the westerly line of said Northeast Quarter for a distance of 200.00 feet to the true point of beginning; thence continue South 01°56'40" East, along the westerly line of said Northeast Quarter, for a distance of 80.79 feet; thence North 51°18'24" East for a distance of 87.36 feet to the easterly line of an easement described in Document No. 1290492, on file at the Cass County Recorder's Office; thence North 01°56'40" West, along the easterly line of said easement, for a distance of 122.20 feet to the most northerly corner of said easement; thence South 34°49'29" West, along the northwesterly line of said easement, for a distance of 116.54 feet to the true point of beginning.

Said tract contains 7,105 square feet, more or less.



**EXHIBIT**

PROJECT NO. 6059-0168	SW REGIONAL POND PROJECT CASS COUNTY, ND	SHEET 2 OF 2
--------------------------	---	-----------------

1-14-21



26

August 11, 2021

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

**Re: Keith A. Ernst and Raymond P. Vogle, as Trustees  
of the Fred M. Hector Jr. Revocable Trust  
Purchase Agreement – Improvement District #UN-20-B1**

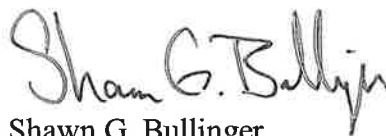
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement document for the acquisition of property in association with Improvement District #UN-20-B1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

**RECOMMENDED MOTION:** I/we hereby move to approve and authorize the purchase of property from Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust in association with Improvement District #UN-20-B1.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Brenda Derrig  
Nancy J. Morris

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between **Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust under agreement dated September 27, 2017**, hereinafter "Seller", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

**WITNESSETH:**

**WHEREAS**, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows (hereinafter, the "**ROW Property**"):

A tract of land in the East Half of Section 4, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

The easterly 100.00 feet of said East Half of Section 4

LESS

The northerly 75.00 feet of said East Half of Section 4 known as 52nd Ave S right-of-way

ALSO LESS

That part of the southerly 45.00 feet of the northerly 120.00 feet of the westerly 67.00 feet of the easterly 100.00 of said East Half of Section 4 previously described by PERMANENT EASEMENT document 1330249 on file and of record at the Cass County Recorder's Office.

Said tract contains 507,240 Square Feet, more or less.

**WHEREAS**, City desires to purchase a Permanent Right of Way Street and Utility Easement over the ROW Property from Owner; and

**WHEREAS**, Seller and Buyer have reached an agreement to purchase said Permanent Right of Way Street and Utility Easement in accordance with the terms herein; and

**WHEREAS**, upon the terms and conditions of this Agreement, Seller has agreed to grant the Permanent Right of Way Street and Utility Easement in its ROW Property to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. Subject Matter. The subject matter of this agreement is the Permanent Right of Way Street and Utility Easement described.

2. Purchase Price. The purchase price for the Permanent Right of Way Street and Utility Easement over ROW Property is Three Hundred Fifty One Thousand, Seven Hundred and Forty-Six Dollars and no/100 (\$351,746.00).

3. Closing and Title. Seller shall provide City an abstract of title (if one is in Seller's possession or control) promptly following satisfaction of the Authorization Contingency under Section 6 below. City shall assure itself as to title, all costs to be borne by City, including the costs for obtaining any title searches or creating or updating any abstract of title to the ROW Property (if there is an existing abstract of title to the Property, such abstract may be updated and reviewed by the City at the City's cost, but ownership of such abstract (if any) shall remain with Seller following closing). Closing on this purchase shall occur as soon as possible following satisfaction of the Authorization Contingency under Section 6 below. The City shall take possession of the real estate on the date of closing, unless otherwise agreed to in writing signed by both parties.

4. Easements. At Closing, Seller shall sign the Permanent Right of Way Street and Utility Easements prepared by Buyer in the form attached hereto as Exhibit 1.

5. Attorney Fees. It is understood and agreed that as part of this purchase, each of the parties shall pay their own attorney's fees.

6. Authorization Contingency. Each party's respective obligation(s) to consummate the transaction(s) contemplated by this Agreement is contingent upon Seller obtaining either (a) consent to the terms of the transaction(s) contemplated by this Agreement from the beneficiary(s) of the Fred M. Hector Jr. Revocable Trust that commenced the pending estate/trust litigation against Seller, or (b) an order from the Cass County District Court verifying Seller (i.e., the trustees) continues to have legal authority to carry out transactions of the type contemplated by this Agreement, that is not timely appealed within the 60-day appeal period following issuance of such order (as applicable, the "Evidence of Authority"). The Evidence of Authority must be obtained in form and substance that both Seller and Buyer (in their respective sole directions) deems satisfactory. If satisfactory Evidence of Authority has not been obtained within 90 days following the execution of this Agreement, then either party may terminate this Agreement by written notice to the other.

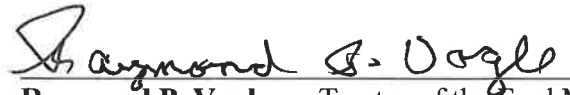
7. Entire Agreement. This agreement contains the entire agreement between the parties and shall be binding on the parties, their successors and assigns.

(Signatures on following page.)

DATED this 6 day of August, 2021.

A handwritten signature in black ink, appearing to read "Keith A. Ernst", written over a horizontal line.

**Keith A. Ernst**, as Trustee of the Fred M.  
Hector Jr. Revocable Trust under agreement  
dated September 27, 2017

A handwritten signature in black ink, appearing to read "Raymond P. Vogle", written over a horizontal line.

**Raymond P. Vogle**, as Trustee of the Fred M.  
Hector Jr. Revocable Trust under agreement  
dated September 27, 2017

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

BUYER:

City of Fargo, a North Dakota  
municipal corporation

ATTEST:

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

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

[Remainder of page intentionally left blank]

**EXHIBIT 1**  
**TO PURCHASE AGREEMENT**

(Form of Permanent Right of Way Street and Utility Easement)

**PERMANENT RIGHT OF WAY EASEMENT**  
**(Street and Utility)**

KNOW ALL MEN BY THESE PRESENTS that **Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust under agreement dated September 27, 2017**, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual non-exclusive easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a public street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows (hereinafter, the "**ROW Property**");

A tract of land in the East Half of Section 4, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

The easterly 100.00 feet of said East Half of Section 4

LESS

The northerly 75.00 feet of said East Half of Section 4 known as 52nd Ave S right-of-way

ALSO LESS

That part of the southerly 45.00 feet of the northerly 120.00 feet of the westerly 67.00 feet of the easterly 100.00 of said East Half of Section 4 previously described by PERMANENT EASEMENT document 1330249 on file and of record at the Cass County

Recorder's Office.

Said tract contains 507,240 Square Feet, more or less.

Said ROW Property is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit A.

Grantor, their successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described ROW Property and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

This easement herein granted shall be non-exclusive, provided, Grantor, their successors and assigns, further agrees that they will not disturb, injure, molest or in any manner unreasonably interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall hereafter be placed or located upon the ROW Property so as to unreasonably interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Grantors have set their hands and caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTORS:

[FORM ONLY]

**Keith A. Ernst**, as Trustee of the Fred M. Hector Jr. Revocable Trust under agreement dated September 27, 2017

[FORM ONLY]

**Raymond P. Vogle**, as Trustee of the Fred M. Hector Jr. Revocable Trust under agreement dated September 27, 2017

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

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared **Keith A. Ernst and Raymond P. Vogle**, to me known to be the Trustees of **the Fred M. Hector Jr. Revocable Trust under agreement dated September 27, 2017**, in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

[FORM ONLY]

Notary Public

(SEAL)

County, \_\_\_\_\_

The legal description was prepared by:  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
(701) 241-1545

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
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# EXHIBIT A

