

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, December 27, 2021).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading and final adoption of the following Ordinances; 1st reading, 12/27/21:
  - a. Rezoning Certain Parcels of Land Lying in Interstate Park Second Addition.
  - b. Rezoning Certain Parcels of Land Lying in University South Second Addition.
  - c. Rezoning Certain Parcels of Land Lying in University South Addition.
- 2. Applications for Games of Chance:
  - a. Centennial Elementary PTO for bingo on 1/21/22.
  - b. EL Zagal Shrine Temple for a calendar raffle on the last day of every month.
  - c. Home Builders Care of FM Foundation for a raffle on 5/6/22.
- 3. Agreement for Services with the following: Akumbom Neba, Andrew Luistro, Catherine Conlin, Jamie Bunnis, Mackenzie Mackner, Alexander McKinney, Ben Vetter, Christyn Knudtson, Susan Black, Amadi Chisom, Bernadetta Chinema, Clets OFere and Zach Bruns.
- 4. Agreement for Services with the City of West Fargo.
- 5. Purchase of Service Agreement with the ND Department of Human Services, Behavioral Health Division for substance abuse prevention activities.
- 6. Notice of Grant Award with the ND Department of Health for HIV. HCV Counseling, Testing and Referral (CFDA #93.940).
- 7. Memorandum of Understanding with Native Community Development, Inc.
- 8. Amendment No. 1 of Subrecipient Agreement with FirstLink.
- 9. Rebate Contract with the ND Department of Environmental Quality for the State Clean Diesel Program.
- 10. Bills.
- 11. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) and Permanent Easement (Street and Utility) with Sanford North (Improvement District No. BR-22-A0).

12. **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](http://FargoND.gov/VirtualCommission)).**
13. **\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**
  - a. CONTINUE to 1/24/22 - Application for a Class "F" Alcoholic Beverage License for BPC Fargo LLC d/b/a Boss' Pizza and Chicken to be located at 228 Broadway North.
  - b. Urban Plains by Brandt Second Addition (5100 28th Avenue South); approval recommended by the Planning Commission on 12/7/21:
    1. Zoning Change from LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay.
    2. 1st reading of rezoning Ordinance.
14. COVID-19 Update.
15. 1st reading of an Ordinance Relating to Ordinances – Procedure.
16. Update on Cass County Election Services for the June 2022 City Election.
17. Appointments to the Historic Preservation Commission.
18. Applications for Property Tax Exemptions for Improvements Made to Buildings:
  - a. Michael and Lisa Stenstrom, 2921 Edgewood Drive North (5 year).
  - b. David and Mary Peterson, 735 14th Street North (5 year).
  - c. Mosaic Companies LLC, 1445 1st Avenue North (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).

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA



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

AN ORDINANCE REZONING CERTAIN  
PARCELS OF LAND  
LYING IN INTERSTATE PARK SECOND ADDITION  
TO THE CITY OF FARGO,  
CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Interstate Park Second Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on September 9, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on December 27, 2021,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block One (1) of Interstate Park Second Addition to the City of Fargo, Cass County, North Dakota;

is hereby retaining the base zoning district of "GC", General Commercial, District.

Section 2. The following described property:

Lot Two (2), Block One (1) of Interstate Park Second Addition to the City of Fargo, Cass County, North Dakota;

is hereby retaining the base zoning district of "LC", Limited Commercial, District.

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

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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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(SEAL)

Attest:

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Steven Sprague, City Auditor

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

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE REZONING CERTAIN  
PARCELS OF LAND  
LYING IN INTERSTATE PARK SECOND ADDITION  
TO THE CITY OF FARGO,  
CASS COUNTY, NORTH DAKOTA

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

8  
9 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
10 request on September 9, 2021; and,

11  
12 WHEREAS, the rezoning changes were approved by the City Commission on December  
13 27, 2021,

14  
15 NOW, THEREFORE,

16  
17 Be It Ordained by the Board of City Commissioners of the City of Fargo:

18  
19 Section 1. The following described property:

20  
21 Lot One (1), Block One (1) of Interstate Park Second Addition to the City of Fargo,  
22 Cass County, North Dakota;

23  
is hereby retaining the base zoning district of "GC", General Commercial, District.

Section 2. The following described property:

Lot Two (2), Block One (1) of Interstate Park Second Addition to the City of Fargo,  
Cass County, North Dakota;

is hereby retaining the base zoning district of "LC", Limited Commercial, District.

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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(SEAL)

Attest:

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Steven Sprague, City Auditor

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

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

16

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

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

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on October 5, 2021; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on December  
11 27, 2021,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot One (1), Block One (1) of University South Second Addition to the City of  
16 Fargo, Cass County, North Dakota;

17 is hereby rezoned from "LC", Limited Commercial, District to "MR-3", Multi-Dwelling  
18 Residential, District with a "C-O", Conditional Overlay, District as follows:

19 **1. Building Form and Style.**

20 1.1. Principal Materials. Unless otherwise deemed acceptable by the Zoning  
21 Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic  
22 stone, brick, stucco, integrally-colored and textured concrete masonry units or systems,  
23 exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen  
systems or glass. All materials shall be commercial grade, durable, and have a multi-  
generational life span. Metal panel, finished wood and vinyl shall be allowed on  
residential structures but should not exceed seventy-five (75) percent of the building  
elevation.

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

1.2. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way, when located within 150 feet of public right-of-way, by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

**2. Site Design.**

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped through the use of planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.2.1. Parking lots;

2.2.2. Any public sidewalk or multi-use path along the perimeter of the lot;

2.2.3. Entrances of other buildings on the site;

2.2.4. Any public sidewalk system along the perimeter streets adjacent to the development; and

2.2.5. Adjacent pedestrian origins and destinations—including, but not limited to, transit stops, residential development, office buildings, and retail shopping buildings— where deemed practical and appropriate by the Zoning Administrator.

**3. The following signs are prohibited:**

3.1. Pole or pylon sign: a sign that is mounted to a freestanding pole or pylon placed in the ground;



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1 3.2. Billboards: a sign advertising products not made, sold, used or served on the  
2 premises displaying the sign or that conveys an informational or ideological message;

3 3.3. Fence Signs: a sign affixed in any way to or painted on a fence;

4 3.4. Off Site Sign: a sign directing attention to a business commodity, service, product,  
5 or property not located, sold or conducted on the same property or site as that on which  
6 the sign is located;

7 3.5. Pennant: a flag tapering to a point usually strung together by line or rope;

8 3.6. Portable Sign: any sign which is constructed so as to be movable, either by skids,  
9 wheels, truck or other conveyance; any sign which does not have a permanent  
10 foundation or is otherwise permanently fastened to the ground and/or which is not wired  
11 for electricity in accordance with the sign code;

12 3.7. Roof Sign: a sign erected upon or above a roof or parapet of a building or structure;

13 3.8. Vehicular Sign: a sign or business identification affixed to any vehicle, including but  
14 not limited to automobiles, trucks, tractors, trailers, wagons, carts, manufactured homes  
15 and similar vehicles and their accessories; and

16 3.9. Window Sign: a sign painted or applied to the interior or exterior of the window that  
17 covers greater than fifty (50) percent of the glass area.

18 Section 2. The following described property:

19 Lot Two (2), Block One (1) of University South Second Addition to the City of Fargo,  
20 Cass County, North Dakota;

21 is hereby rezoned from "LC", Limited Commercial, District to "GC", General Commercial, District  
22 with a "C-O", Conditional Overlay, District as follows:

23 **1. Building Form and Style.**

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 1.1. All building elevations/façades greater than 200 feet in length, measured  
2 horizontally from vertical edge to vertical edge, shall incorporate wall plane projections  
3 or recesses. Each projection and/or recess shall have a depth of at least two (2) feet, and  
4 the cumulative total horizontal width of all projections and/or recesses within a façade  
5 shall equate to at least an accumulated total of twenty (20) percent of the overall  
6 horizontal length of the façade. No uninterrupted length of any façade shall exceed 200  
7 horizontal feet.

8 1.2. Ground floor facades that are within 150 feet of the right-of-way, measured from the  
9 exterior wall, shall have arcades, display windows, entry areas, awnings, spandrel glass,  
10 ground level landscaping, or other such features along no less than fifty (50) percent of  
11 its horizontal length.

12 1.3. Principal Materials. Unless otherwise deemed acceptable by the Zoning  
13 Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic  
14 stone, brick, stucco, integrally-colored and textured concrete masonry units or systems,  
15 exterior insulation finishing systems (EIFS), fiber cement, architectural metal panels,  
16 curtain walls, rainscreen systems or glass. All materials shall be commercial grade,  
17 durable, and have a multigenerational life span.

18 1.4. Accent Materials. In conjunction with the principal materials listed above, finished  
19 wood or vinyl may also be used to construct or clad exterior walls. Accent materials  
20 shall be applied to no greater than twenty (20) percent of each building façade.

21 1.5. Loading/unloading areas, building service entrances, loading docks, overhead doors,  
22 and ground level HVAC units within 150 feet of public right-of-way shall be visually  
23 screened from adjacent public right-of-way by structures and/or landscaping. All  
structures used for visual screening shall be constructed or clad with the same materials  
used for the primary building.

1.6. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side  
or rear of buildings and shall be visually screened from adjacent public right-of-way,  
when located within 150 feet of public right-of-way, by permanent walls. The permanent  
walls shall be constructed or clad with the same materials used for the primary building.

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1 Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides  
2 with the service opening not directly facing any public right-of-way or residentially  
3 zoned property. The fourth side shall incorporate a metal gate to visually screen the  
4 dumpsters or refuse containers.

5 1.7. Service, loading, and utility areas visible from residential areas shall be screened  
6 with a wall, berm, trellising or combination thereof.

7 **2. Site Design.**

8 2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be  
9 landscaped through the use of planter islands and peninsulas.

10 2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent  
11 properties may share pedestrian circulation systems that connect to public sidewalks with  
12 Zoning Administrator approval. An on-site system of pedestrian walkways shall be  
13 provided between building entrances and the following:

14 2.2.1. Parking lots or parking structures;

15 2.2.2. Any public sidewalk or multi-use path along the perimeter of the lot;

16 2.2.3. Entrances of other buildings on the site;

17 2.2.4. Any public sidewalk system along the perimeter streets adjacent to the  
18 development; and

19 2.2.5. Adjacent pedestrian origins and destinations—including, but not limited to,  
20 transit stops, residential development, office buildings, and retail shopping  
21 buildings— where deemed practical and appropriate by the Zoning Administrator.

22 **3. The following uses are prohibited:**

23 3.1. Detention facilities;

3.2. Self-service storage;

3.3. Vehicle repair;

3.4. Vehicle service, limited;

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

- 3.5. Industrial uses; and
- 3.6. Adult entertainment center.

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2 **4. The following signs are prohibited:**

3 4.1. Pole or pylon sign: a sign that is mounted to a freestanding pole or pylon placed in  
4 the ground;

5 4.2. Billboards: a sign advertising products not made, sold, used or served on the  
6 premises displaying the sign or that conveys an informational or ideological message;

7 4.3. Fence Signs: a sign affixed in any way to or painted on a fence;

8 4.4. Off Site Sign: a sign directing attention to a business commodity, service, product,  
9 or property not located, sold or conducted on the same property or site as that on which  
10 the sign is located;

11 4.5. Pennant: a flag tapering to a point usually strung together by line or rope;

12 4.6. Portable Sign: any sign which is constructed so as to be movable, either by skids,  
13 wheels, truck or other conveyance; any sign which does not have a permanent  
14 foundation or is otherwise permanently fastened to the ground and/or which is not wired  
for electricity in accordance with the sign code;

15 4.7. Roof Sign: a sign erected upon or above a roof or parapet of a building or structure;

16 4.8. Vehicular Sign: a sign or business identification affixed to any vehicle, including but  
17 not limited to automobiles, trucks, tractors, trailers, wagons, carts, manufactured homes  
18 and similar vehicles and their accessories; and

19 4.9. Window Sign: a sign painted or applied to the interior or exterior of the window that  
20 covers greater than fifty (50) percent of the glass area.

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FARGO, NORTH DAKOTA

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

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

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

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

10

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

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

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on October 5, 2021; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on December  
11 27, 2021,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot One (1), Block One (1) of University South Addition to the City of Fargo, Cass  
16 County, North Dakota;

17 is hereby rezoned from "LC", Limited Commercial, District to "GC", General Commercial, District  
18 with a "C-O", Conditional Overlay, District as follows:

19 **1. Building Form and Style.**

20 1.1. All building elevations/façades greater than 200 feet in length, measured horizontally  
21 from vertical edge to vertical edge, shall incorporate wall plane projections or recesses.  
22 Each projection and/or recess shall have a depth of at least two (2) feet, and the  
23 cumulative total horizontal width of all projections and/or recesses within a façade shall  
equate to at least an accumulated total of twenty (20) percent of the overall horizontal  
length of the façade. No uninterrupted length of any façade shall exceed 200 horizontal  
feet.

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

1 1.2. Ground floor facades that are within 150 feet of the right-of-way, measured from the  
2 exterior wall, shall have arcades, display windows, entry areas, awnings, spandrel glass,  
3 ground level landscaping, or other such features along no less than fifty (50) percent of its  
4 horizontal length.

5 1.3. Principal Materials. Unless otherwise deemed acceptable by the Zoning  
6 Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic  
7 stone, brick, stucco, integrally-colored and textured concrete masonry units or systems,  
8 exterior insulation finishing systems (EIFS), fiber cement, architectural metal panels,  
9 curtain walls, rainscreen systems or glass. All materials shall be commercial grade,  
10 durable, and have a multigenerational life span.

11 1.4. Accent Materials. In conjunction with the principal materials listed above, finished  
12 wood and vinyl may also be used to construct or clad exterior walls. Accent materials  
13 shall be applied to no greater than twenty (20) percent of each building façade.

14 1.5. Loading/unloading areas, building service entrances, loading docks, and ground  
15 level HVAC units within 150 feet of public right-of-way shall be visually screened from  
16 adjacent public right-of-way by structures and/or landscaping. All structures used for  
17 visual screening shall be constructed or clad with the same materials used for the  
18 primary building.

19 1.6. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side  
20 or rear of buildings and shall be visually screened from adjacent public right-of-way,  
21 when located within 150 feet of public right-of-way, by permanent walls. The permanent  
22 walls shall be constructed or clad with the same materials used for the primary building.  
23 Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides  
with the service opening not directly facing any public right-of-way or residentially  
zoned property. The fourth side shall incorporate a metal gate to visually screen the  
dumpsters or refuse containers.

1.7. Service, loading, and utility areas visible from residential areas shall be screened  
with a wall, berm, trellising or combination thereof.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

**2. Site Design.**

1 2.1. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent  
2 properties may share pedestrian circulation systems that connect to public sidewalks with  
3 Zoning Administrator approval. An on-site system of pedestrian walkways shall be  
4 provided between building entrances and the following:

4 2.1.1. Parking lots or parking structures;

5 2.1.2. Any public sidewalk or multi-use path along the perimeter of the lot;

6 2.1.3. Entrances of other buildings on the site;

7 2.1.4. Any public sidewalk system along the perimeter streets adjacent to the  
8 development; and

9 2.1.5. Adjacent pedestrian origins and destinations—including but not limited to  
10 transit stops, residential development, office buildings, and retail shopping  
11 buildings— where deemed practical and appropriate by the Zoning Administrator.

10 **3. The following uses are prohibited:**

11 3.1. Detention facilities;

12 3.2. Self-service storage;

13 3.3. Vehicle repair;

14 3.4. Industrial uses; and

15 3.5. Adult entertainment center.

15 **4. The following signs are prohibited:**

16 4.1. Pole or pylon sign: a sign that is mounted to a freestanding pole or pylon placed in  
17 the ground;

18 4.2. Billboards: a sign advertising products not made, sold, used or served on the  
19 premises displaying the sign or that conveys an informational or ideological message;

20 4.3. Fence Signs: a sign affixed in any way to or painted on a fence;



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FARGO, NORTH DAKOTA

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

1 4.4. Pennant: a flag tapering to a point usually strung together by line or rope;

2 4.5. Off Site Sign: a sign directing attention to a business commodity, service, product,  
3 or property not located, sold or conducted on the same property or site as that on which  
4 the sign is located;

5 4.6. Portable Sign: any sign which is constructed so as to be movable, either by skids,  
6 wheels, truck or other conveyance; any sign which does not have a permanent  
7 foundation or is otherwise permanently fastened to the ground and/or which is not wired  
8 for electricity in accordance with the sign code;

9 4.7. Roof Sign: a sign erected upon or above a roof or parapet of a building or structure;

10 4.8. Vehicular Sign: a sign or business identification affixed to any vehicle, including  
11 but not limited to automobiles, trucks, tractors, trailers, wagons, carts, manufactured  
12 homes and similar vehicles and their accessories; and

13 4.9. Window Sign: a sign painted or applied to the interior or exterior of the window that  
14 covers greater than fifty (50) percent of the glass area.

15 Section 2. The following described property:

16 Lot Two (2), Block One (1) of University South Addition to the City of Fargo, Cass  
17 County, North Dakota;

18 is hereby rezoned from "LC", Limited Commercial, District to "GC", General Commercial, District  
19 with a "C-O", Conditional Overlay, District as follows:

20 **1. Building Form and Style.**

21 1.1. All building elevations/façades greater than 200 feet in length, measured  
22 horizontally from vertical edge to vertical edge, shall incorporate wall plane projections  
23 or recesses. Each projection and/or recess shall have a depth of at least two (2) feet, and

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

1 the cumulative total horizontal width of all projections and/or recesses within a façade  
2 shall equate to at least an accumulated total of twenty (20) percent of the overall  
horizontal length of the façade. No uninterrupted length of any façade shall exceed 200  
horizontal feet.

3 1.2. Ground floor facades that are within 150 feet of the right-of-way, measured from the  
4 exterior wall shall have arcades, display windows, entry areas, awnings, spandrel glass,  
5 ground level landscaping, or other such features along no less than fifty (50) percent of its  
horizontal length.

6 1.3. Principal Materials. Unless otherwise deemed acceptable by the Zoning  
7 Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic  
8 stone, brick, stucco, integrally-colored and textured concrete masonry units or systems,  
9 exterior insulation finishing systems (EIFS), fiber cement, architectural metal panels,  
curtain walls, rainscreen systems or glass. All materials shall be commercial grade,  
durable, and have a multigenerational life span.

10 1.4. Accent Materials. In conjunction with the principal materials listed above, finished  
11 wood and vinyl may also be used to construct or clad exterior walls. Accent materials  
12 shall be applied to no greater than twenty (20) percent of each building façade.

13 1.5. Loading/unloading areas, building service entrances, loading docks, and ground level  
14 HVAC units within 150 feet of public right-of-way shall be visually screened from  
15 adjacent public right-of-way by structures and/or landscaping. All structures used for  
visual screening shall be constructed or clad with the same materials used for the primary  
16 building.

17 1.6. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or  
18 rear of buildings and shall be visually screened from adjacent public right-of-way, when  
19 located within 150 feet of public right-of-way, by permanent walls. The permanent walls  
20 shall be constructed or clad with the same materials used for the primary building.  
21 Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides  
with the service opening not directly facing any public right-of-way or residentially  
zoned property. The fourth side shall incorporate a metal gate to visually screen the  
22 dumpsters or refuse containers.  
23

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1.7. Service, loading, and utility areas visible from residential areas shall be screened with a wall, berm, trellising or combination thereof.

2. **Site Design.**

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped through the use of planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.2.1. Parking lots or parking structures;

2.2.2. Any public sidewalk or multi-use path along the perimeter of the lot;

2.2.3. Entrances of other buildings on the site;

2.2.4. Any public sidewalk system along the perimeter streets adjacent to the development; and

2.2.5. Adjacent pedestrian origins and destinations—including, but not limited to, transit stops, residential development, office buildings, and retail shopping buildings— where deemed practical and appropriate by the Zoning Administrator.

3. **The following uses are prohibited:**

3.1. Detention facilities;

3.2. Self-service storage;

3.3. Industrial uses; and

3.4. Adult entertainment center.

4. **The following signs are prohibited:**

4.1. Pole or pylon sign: a sign that is mounted to a freestanding pole or pylon placed in the ground;

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 4.2. Billboards: a sign advertising products not made, sold, used or served on the  
2 premises displaying the sign or that conveys an informational or ideological message;

3 4.3. Fence Signs: a sign affixed in any way to or painted on a fence;

4 4.4. Off Site Sign: a sign directing attention to a business commodity, service, product,  
5 or property not located, sold or conducted on the same property or site as that on which  
6 the sign is located;

7 4.5. Pennant: a flag tapering to a point usually strung together by line or rope;

8 4.6. Portable Sign: any sign which is constructed so as to be movable, either by skids,  
9 wheels, truck or other conveyance; any sign which does not have a permanent  
10 foundation or is otherwise permanently fastened to the ground and/or which is not wired  
11 for electricity in accordance with the sign code;

12 4.7. Roof Sign: a sign erected upon or above a roof or parapet of a building or structure;

13 4.8. Vehicular Sign: a sign or business identification affixed to any vehicle, including  
14 but not limited to automobiles, trucks, tractors, trailers, wagons, carts, manufactured  
15 homes and similar vehicles and their accessories; and

16 4.9. Window Sign: a sign painted or applied to the interior or exterior of the window that  
17 covers greater than fifty (50) percent of the glass area.

18 Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his  
19 office so as to conform with and carry out the provisions of this ordinance.  
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21  
22  
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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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(SEAL)

Attest:

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

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

First Reading:  
Second Reading:  
Final Passage:



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

V1348  
 1/5/22  
 (20)

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 Centennial Elementary PTO	Dates of Activity 1/21/2022	If raffle, provide drawing date	
Organization or Group Contact Person Trudy Rust	Title or Position Treasurer	Telephone Number 701-361-0365	
Business Address 4201 25th St S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Centennial Elementary			
Site Address 4201 25th St S	City Fargo	ZIP Code ND	County Cass

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

Game Type	Description of Prize	Retail Value of Prize
Bingo	Giftcards	\$300
Bingo	Event Tickets	\$200
Bingo	Toys	\$200

Total (limit \$40,000 per year)	\$700
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Intended Uses of Gaming Proceeds  
 Fundraiser for teacher supplies, classroom aides, field trips, Music, PE and Art Supplies

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: 703.44 (This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name Trudy Rust	Title Treasurer	Telephone Number 701-361-0365	E-mail Address Trudy.Rust@yahoo.com
Signature of Organization or Group's Top Official <i>Trudy Rust</i>		Title Treasurer	Date 1/5/2022



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

26

\$25.00  
12-23-21  
✓ 6014

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 <b>EL Zagal Shrine Temple</b>		Dates of Activity <b>Last Day of each month.</b>		If raffle, provide drawing date	
Organization or Group Contact Person <b>Steve Larson</b>		Title or Position <b>Potentate</b>		Telephone Number <b>218-841-8533</b>	
Business Address <b>1429 3rd St North</b>		City <b>Fargo</b>		State <b>ND</b>	ZIP Code <b>58102</b>
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) <b>1429 3rd St North</b>					
Site Address		City <b>Fargo</b>		ZIP Code	County

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

Game Type	Description of Prize	Retail Value of Prize
Calendar Raffle	Cash	
		25 <sup>00</sup> each day, \$100 each Sunday
		\$300 3 <sup>rd</sup> Tuesday

Total (limit \$40,000 per year)	<b>\$16,250</b>
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Intended Uses of Gaming Proceeds  
**Temple functions and Administration of Transportation Funds.**

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 <b>Steve Larson</b>	Title <b>EL Zagal Shrine</b>	Telephone Number <b>218-841-8533</b>
Signature of Organization or Group's Top Official <i>Steve Larson</i>		E-mail Address <b>slarson@arvig.net</b>
Title		Date <b>12-23-21</b>



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

✓1196  
1/6/22

(20)

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 Home Builders Care of FM Foundation		Dates of Activity 2/25/22 - 2/27/22		If raffle provide drawing date 5-6-2022	
Organization or Group Contact Person Allison Weckman		Title or Position Events + Marketing Manager		Telephone Number (701) 232-5844	
Business Address 1802 32 <sup>nd</sup> Ave S		City Fargo		State ND	ZIP Code 58103
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Fargodome					
Site Address 1800 N University Dr		City Fargo		ZIP Code ND	County 58102

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

Game Type	Description of Prize	Retail Value of Prize
Raffle	She Shed	\$4,000

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

Intended Uses of Gaming Proceeds  
Donation to Foundation for use with community projects + scholarships.

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 Allison Weckman	Title Events + Marketing Manager	Telephone Number (701) 232-5844	E-mail Address allisonw@hbfm.com
Signature of Organization or Group's Top Official Bryce Johnson, CEO		Title CEO	Date 12/6/21




3



**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JANUARY 5, 2022**

**RE: AGREEMENTS FOR INDEPENDENT CONTRACTORS TO SERVE AS LOGISTICS AND OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT TESTING SITE**

The attached agreements for services are for the below listed independent contractors to serve as the Logistics and Operations Support for the COVID-19 Testing Site. The pay is for \$23.00 an hour, overtime at the rate of \$34.50 an hour, if an individual is doing swabbing they will be compensated at \$30.00 an hour, overtime rate of \$45.00. The cost of this contract will be covered by Local Public Health COVID-19 funding. The cost per individual will not exceed a total of \$9,900.

**Independent Contractors:**

Akumbom Neba	Alexander McKinney	Amadi Chisom
Andrew Luistro	Ben Vetter	Bernadetta Chinema
Catherine Conlin	Christyn Knudtson	Clets OFere
Jamie Bunnis	Susan Black	Zach Bruns
Mackenzie Mackner		

No Budget Adjustments

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

**Suggested Motion:** Move to approve the agreements with the above listed independent contractors.

DF/lls  
Enclosure



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and Akumbom Neba.

**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 January 3, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. They will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Akumbom Neba shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, 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  
Desi Fleming  
Director of Public Health

Date 1-6-22

**INDEPENDENT CONTRACTOR**

Akumbom Neba  
Akumbom Neba  
Independent Contractor

Date 01-03-2022

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

Date \_\_\_\_\_



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and Alexander McKinney.

**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 January 3, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. They will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Alexander McKinney shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, 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 1-6-22

**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
Alexander McKinney  
Independent Contractor

Date 01-04-2022

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

Date \_\_\_\_\_



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and Chisom Amadi.

**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 January 3, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. They will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Chisom Amadi shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, 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.

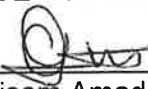
**In Witness** thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

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

Date 1-6-22

**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
Chisom Amadi  
Independent Contractor

Date 01-03-2022

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

Date \_\_\_\_\_



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and Andrew Luistro.

**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 January 3, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. They will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Andrew Luistro shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, 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*  
Desi Fleming  
Director of Public Health

Date 1-6-22

**INDEPENDENT CONTRACTOR**

*Andrew Luistro*  
Andrew Luistro  
Independent Contractor

Date 01-03-2022

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

Date \_\_\_\_\_



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and Ben Vetter.

**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 January 3, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. They will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Ben Vetter shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, 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  
Desi Fleming  
Director of Public Health

Date 1-10-22

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

Date \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

Ben Vetter  
Ben Vetter  
Independent Contractor

Date ~~04-01-2022~~  
01-04-2022



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 1st of January, 2022, by and between Fargo Cass Public Health ("FCPH"); and Bernadetta Chinema

**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 January 1, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. The independent contractor will be responsible for services for testing site support such as demographics. Contractor will also provide swabbing services at a different hourly rate.
- C. Reimbursement:** Bernadetta Chinema shall be reimbursed for the above services (demographics) rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, for swabbing \$30.00 an hour with any hours swabbing worked over 40 hours per week being reimbursed at \$45.00 an 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.

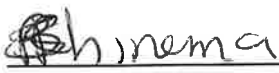
**In Witness** thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

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

Date 1-6-22

**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
Bernadetta Chinema  
Independent Contractor

Date 12-3-2022

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

Date \_\_\_\_\_



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and Catherine Conlin.

**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 January 3, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. They will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Catherine Conlin shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, 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*  
Desi Fleming  
Director of Public Health

Date 1-6-22

**INDEPENDENT CONTRACTOR**

*Catherine Conlin*  
Catherine Conlin  
Independent Contractor

Date 1-4-2022

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

Date \_\_\_\_\_





# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 1<sup>st</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and Christyn Knudtson

**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 January 1, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. They will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Christyn Knudtson shall be reimbursed for the above services rendered, at \$30.00 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 1-6-22

**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
Christyn Knudtson  
Independent Contractor

Date 1-3-22

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

Date \_\_\_\_\_



# AGREEMENT FOR SERVICES



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

**THIS AGREEMENT**, effective the 1st of January, 2022, by and between Fargo Cass Public Health ("FCPH"); and Clets Ofere

**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 January 1, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. The independent contractor will be responsible for services for testing site support such as demographics. Contractor will also provide swabbing services at a different hourly rate.
- C. Reimbursement:** Clets Ofere shall be reimbursed for the above services (demographics) rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, for swabbing \$30.00 an hour with any hours swabbing worked over 40 hours per week being reimbursed at \$45.00 an 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 1-16-22

**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
Clets Ofere  
Independent Contractor

Date 01-03-2022

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



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and Jamie Bunnis.

**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 January 3, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. They will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Jamie Bunnis shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, 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  
Desi Fleming  
Director of Public Health

Date 1-6-22

**INDEPENDENT CONTRACTOR**

Jamie Bunnis  
Jamie Bunnis  
Independent Contractor

Date 1-3-2022

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

Date \_\_\_\_\_



# AGREEMENT FOR SERVICES



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

**THIS AGREEMENT**, effective the 1st of January, 2022, by and between Fargo Cass Public Health ("FCPH"); and Susan Black

**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 January 1, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. The independent contractor will be responsible for services for testing site support such as demographics. Contractor will also provide swabbing services at a different hourly rate.
- C. Reimbursement:** Susan Black shall be reimbursed for the above services (demographics) rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, for swabbing \$30.00 an hour with any hours swabbing worked over 40 hours per week being reimbursed at \$45.00 an 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 1-6-22

**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
Susan Black

Independent Contractor

Date 1/2/2022

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

Date \_\_\_\_\_



# AGREEMENT FOR SERVICES



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

**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and Zach Bruns.

**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 January 3, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. They will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Zach Bruns shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, 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 1-6-22

**INDEPENDENT CONTRACTOR**

  
\_\_\_\_\_  
Zach Bruns  
Independent Contractor

Date 01-04-2021

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

Date \_\_\_\_\_



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and Mackenzie Mackner.

**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 January 3, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. They will be responsible for services including all testing event supplies and logistics support.
- C. Reimbursement:** Mackenzie Mackner shall be reimbursed for the above services rendered, at \$23.00 per hour, hours worked over 40 hours per week will be reimbursed at \$34.50, 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 contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any protected health information (PHI) or any other confidential information to any person or entity without consent unless disclosure relates to the performance of their job duties. This information may be in any form, written, electronic, oral, overheard or observed. Confidential information is only accessed on a need-to-know basis as required for assigned job duties. Violation of confidentiality may result in immediate termination and be subject to criminal or civil penalties

**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  
Desi Fleming  
Director of Public Health

Date 1-6-22

**INDEPENDENT CONTRACTOR**

Mackenzie Mackner  
Mackenzie Mackner  
Independent Contractor

Date 01-05-2022

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

Date \_\_\_\_\_



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


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Fargo Cass



Public Health  
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**MEMORANDUM**

**TO:** BOARD OF CITY COMMISSIONERS  
**FROM:** DESI FLEMING   
DIRECTOR OF PUBLIC HEALTH  
**DATE:** JANUARY 5, 2022  
**RE:** AGREEMENT FOR SERVICES WITH THE CITY OF WEST FARGO TO PROVIDE COVID-19 TESTING BACK UP USING FIRE/EMS STAFF

The attached Agreement for Services with the City of West Fargo provides qualified Fire/EMS staff at COVID-19 test sites in Fargo or West Fargo for the purpose of specimen collection. The City of West Fargo shall be reimbursed based on the OT rate of each individual staff, not to exceed \$34 per hour.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Agreement for Services with the City of West Fargo.

DF/lls  
Enclosure



# AGREEMENT FOR SERVICES



**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of January, by and between Fargo Cass Public Health ("FCPH"); and City of West Fargo.

**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 January 3, 2022 through December 31, 2022.
- B. Services to be provided by independent contractor:** Contractor will provide qualified Fire/EMS staff at COVID test sites in Fargo or West Fargo for the purpose of specimen collection for COVID 19 testing. Staff will serve under the direction of North Dakota Department of Health staff.
- C. Reimbursement:** City of West Fargo shall be reimbursed for the above services rendered, based on the OT rate of each individual staff, not to exceed \$34/hour. Time records will be kept with date and hours worked and submitted with invoices.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any protected health information (PHI) or any other confidential information to any person or entity without consent unless disclosure relates to the performance of their job duties. This information may be in any form, written, electronic, oral, overheard or observed. Confidential information is only accessed on a need-to-know basis as required for assigned job duties. Violation of confidentiality may result in immediate termination and be subject to criminal or civil penalties.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of 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 Contractor and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

Desi Fleming  
Desi Fleming  
Director of Public Health

Date 1-6-22

**INDEPENDENT CONTRACTOR**

City of West Fargo  
Contractor

Date \_\_\_\_\_

Timothy J. Mahoney  
Mayor, City of Fargo

Date \_\_\_\_\_




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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JANUARY 5, 2022**

**RE: PURCHASE OF SERVICE AGREEMENT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES, BEHAVIORAL HEALTH DIVISION FOR SUBSTANCE ABUSE PREVENTION ACTIVITIES FOR \$17,650**

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for Substance Abuse Prevention, the term will run from December 15, 2021 until September 30, 2022 and the reimbursement will not exceed \$17,650.

If you have questions, please contact Desi Fleming at 241.1380.

**Suggested Motion:** Move to approve the contract with the North Dakota Department of Human Service, Behavioral Health Division.

DF/lis  
Enclosure

PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo (Vendor), 1240 25<sup>th</sup> Street South, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from December 15, 2021, through September 30, 2022. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall implement activities to promote and support general prevention efforts and increase readiness following the guidelines in the Strategy Implementation Guide, which is made a part of this Agreement as Attachment A. There is no minimum requirement on how many strategies need to be implemented.

Vendor shall coordinate with existing community-based organizations and programs to maximize benefit, avoid duplication, and leverage, redirect, and realign resources.

Vendor shall, based on their capacity, participate in training and technical assistance provided by State. Vendor shall, upon completion of activities, provide a report and reimbursement request to State by the 10<sup>th</sup> of the following month using the Monthly Reporting Excel document provided by State.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required Agreement deliverables met to date, shall pay Vendor monthly payments for activities completed. Total payment under this Agreement may not exceed \$17,650. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State 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, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, 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

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

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor 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 State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, pandemics, 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 immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

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

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

a. Vendor 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, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements.

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

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor. The amount of any deductible or self-retention is subject to approval by the State.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall 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. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law. Vendor's failure to comply with this section may be deemed a material breach by Vendor entitling State to terminate in accordance with the Termination for Cause section of this Agreement.

26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By \_\_\_\_\_

Timothy J. Mahoney  
Mayor, City of Fargo

By Desi Fleming 1-6-22  
DATE

Its Desi Fleming, Director of Public Health, FCPH

45-6002069

Vendor's Federal Taxpayer Identification Number

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

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By \_\_\_\_\_

PAMELA SAGNESS, DIRECTOR  
BEHAVIORAL HEALTH DIVISION DATE

By \_\_\_\_\_

KYLE J. NELSON  
CONTRACT OFFICER DATE

Approved for form and content

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, in accordance with this Agreement's Confidential Information section, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh 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*.

17. ASSIGNMENT

Vendor may not assign this Agreement without State's express written consent, provided, however, that Vendor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Agreement, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be a business or entity with whom State is prohibited from conducting business, State shall have the right to terminate without cause. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOILIATION – PRESERVATION OF EVIDENCE

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

19. WORKS FOR HIRE

Vendor 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 State all rights and interests Vendor 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 Vendor in performance of this Agreement for State shall be the sole property of State, and Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.



- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned State representative.
- 4) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
- 5) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo  
1240 25<sup>th</sup> Street South  
Fargo, ND 58103

OR

ND Department of Human Services  
Behavioral Health Division  
600 E Boulevard Ave, Dept. 325  
Bismarck, ND 58505-0250

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

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

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

## ATTACHMENT A – Strategy Implementation Guide

1. Problem Substance:	
2. Local Condition <i>(the behavior)</i> :	
3. Strategy Being Implemented:	

1. **Providing Information** (up to \$3,500/month) to support your strategy and policy – educational presentations, workshops or seminars or other presentations of data (e.g., public announcements, brochures, dissemination, billboards, community meetings, forums, web-based communication).
  - a. Radio messages (up to \$600/month)
  - b. Newspaper ads (up to \$600/month)
  - c. Eight customized social media posts/month (up to \$300/month)
  - d. Posters hung up throughout community (up to \$200/month)
  - e. Flyers handed out to different locations (\$200/month)
  - f. Presentation to group (\$400/presentation; maximum \$800/month)
  - g. Billboard (up to \$1000/month)
  - h. Handing out brochures (up to \$200/month)
  - i. Facebook Live video (\$300/video; maximum of \$600/month)
  - j. Host a Community Forum or Town Hall Meeting (up to \$2,000/event; maximum \$4,000/year)
  - k. Host a booth at a community event (\$200/event; maximum \$400/month)
  - l. Meet and share information with key stakeholders (\$100/meeting; maximum \$400/month)
  - m. Attend and share information at a coalition meeting (\$300/coalition meeting; maximum \$600/month)
  - n. Lead a coalition meeting and share information (\$400/coalition meeting; maximum \$800/month)
  - o. Other preapproved by State
  
2. **Enhancing Capacity or Skills** (up to \$4,000/month) to support your strategy and policy – workshops, seminars or other activities designed to increase the skills of participants, members and staff needed to achieve population level outcomes (e.g., training, technical assistance, distance learning, strategic planning retreats, curricula development).
  - a. Participate in a webinar (\$200/webinar; maximum \$400/month)
  - b. Host a webinar training (\$500/webinar; maximum of \$1,000/month)
  - c. Attend a conference (\$750/day; maximum \$4,500/year)
  - d. Host a conference (\$2,000/day; maximum \$6,000/year)
  - e. Attend a training (\$750/day; maximum \$9,000/year)
  - f. Host a community training (\$2,000/day; maximum \$8,000/year)
  - g. Collection of data from already existing sources related to the environmental change/strategy being implemented (\$250/data report collected)
  - h. Collection of new data which will support the environmental change/strategy (up to \$3,000 for collection, analysis, and report; maximum of \$6,000 per year)
  - i. Evaluation Report (up to \$2,000/year)
  - j. Other preapproved by State

3. **Providing Support** (up to \$5,000/month) to help implement your strategy and policy – creating opportunities to support people to participate in activities that reduce risk or enhance protection (e.g., providing alternative activities, mentoring, referrals, support groups or clubs).

- a. Alternative activities
  - i. Creation of an implementation plan (\$500/plan)
  - ii. Promotion of event (up to \$1,000/event; maximum \$2,000/month)
  - iii. Implementation of alternative event (\$1,000/activity; maximum of \$2,000/month)
- b. Evidence-based mentoring program to fidelity
  - i. Creation of an implementation plan (\$500/plan)
  - ii. Program training for staff (up to \$5,000/person)
  - iii. Promotion of program (up to \$1,000/program; maximum \$2,000/month)
  - iv. Implementation of program (\$2,000/program; maximum of \$4,000/month)
- c. Evidence-based curriculum
  - i. Creation of an implementation plan (\$500/plan)
  - ii. Curriculum training for staff (up to \$5,000/person)
  - iii. Promotion of curriculum (up to \$1,000/curriculum; maximum \$2,000/month)
  - iv. Implementation of curriculum (\$2,000/curriculum; maximum of \$4,000/month)
- d. Implementing an evidence-based screening and brief intervention tool (up to \$1,500/month/new location)
  - i. Promotion of new screening tool (up to \$900/month)
- e. Other preapproved by State

4. **Enhancing Access/Reducing Barriers** (up to \$1,000/month) to support your strategy and policy - Improving systems and processes to increase the ease, ability and opportunity to utilize those systems and services (e.g., assuring healthcare, childcare, transportation, housing, justice, education, safety, special needs, cultural and language sensitivity).

- a. Activities implemented in this category must be preapproved by the state. Reimbursements will be provided based on activity.

5. **Changing Consequences** (Incentives/Disincentives) (up to \$3,000/month) to support your strategy and policy – Increasing or decreasing the probability of a specific behavior that reduces risk or enhances protection by altering the consequences for performing that behavior (e.g., increasing public recognition for deserved behavior, individual and business rewards, revocations/loss of privileges).

- a. Incentives
  - i. Press release of congratulations (\$500/release/month)
  - ii. Awards for doing the right thing (up to \$1,000/month)
  - iii. Awards ceremony (up to \$3,000/event/year)
- b. Disincentives
  - i. Press release explaining what is expected (\$500/release/month)
  - ii. Letters explaining what is expected (up to \$500/month)
- c. Texting Tipline (up to \$1,400/year).
- d. Other preapproved by State


6. **Physical Design** (up to \$3,500/month) to support your strategy and policy – changing the physical design or structure of the environment to reduce risk or enhance protection (e.g., parks, signage, outlet density).
  - a. Signs (not posters) built, installed, or erected (up to \$1,000/month for new signage)
    - i. Example: permanent signage in parks/fair grounds
    - ii. Example: permanent signage in buildings
    - iii. Example: metal signage for community events
  - b. Installation of security cameras as a deterrent or to increase enforcement or prosecution (up to \$1,000 for each new location; maximum \$2,000/month)
  - c. Reduction in retail/outlet density (up to \$3,000/month)
  - d. Other preapproved by State
  
7. **Environmental Changes or Modifying/Changing/Implementing Policies** – (up to \$7,000/month) formal change in written procedures, by-laws, proclamations, rules or laws with written documentation and/or voting procedures (e.g., workplace initiatives, law enforcement procedures and practices, public policy actions, systems change within government, communities and organizations). *\*Lobbying is prohibited.*
  - a. Internal policy change (\$1,500/implementation of new policy; maximum \$3,000/month)
    - i. Example: School policy to require evidence-based screening tool to be used.
    - ii. Example: Medical provider/hospital implements new screening tool.
  - b. Procedural changes (\$1,500/implementation of new procedure; maximum \$3,000/month)
    - i. Example: Law enforcement implements new procedure for conducting bar-walkthroughs looking for over-intoxication or fake IDs.
  - c. System changes (\$1,500/implementation of new change; maximum \$3,000/month)
    - i. Example: New requirements for obtaining a liquor license (police approval, three strike rule, etc.)
    - ii. Example: New requirements for community events (roped off areas, security, drink sizes, family sections, alcohol-free, etc.)
    - iii. Example: New restrictions/notifications for DUIs.
    - iv. Example: Court requires community service or participation in an evidence-based class.
  - d. Providing support for ordinance change (up to \$5,000/implementation of new ordinance; maximum \$5,000/month)
    - i. Example: Ordinance requiring Alcohol Server Training.
    - ii. Example: Ordinance requiring alcohol-free community events.
    - iii. Example: Ordinance requiring stricter penalties for alcohol possession, delivery, etc.
  - e. Other preapproved by State

\*Reimbursement amount by activity may change based on actual costs and preapproval by State.



**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: JANUARY 5, 2022**

**RE: NOTICE OF GRANT AWARD FOR ND DEPARTMENT OF HEALTH FOR HIV, HCV COUNSELING, TESTING AND REFERRAL ACTIVITIES FOR \$40,000, NO. G21.566 CFDA NO. 93.940**

The attached grant from North Dakota Department of Health is for a HIV Prevention Activities Program for HIV.HCV Counseling, Testing and Referral (CTR). If you have any questions please contact me at 241-1380.

No budget adjustments.

**Suggested Motion:** Move to approve the HIV Prevention Activities grant award.

DF/lls  
Enclosure



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

Grant Number G21.566	CFDA Name HIV Prevention Activities - Health Department Based	CFDA Number 93.940
FAIN Number NU62PS924540	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D Grant	Start Date 1/1/2022
Federal Award Date 12/16/2021	Federal Awarding Agency Department Of Health And Human Services, Centers for Disease Control and Prevention	

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

Title of Project/Program HIV.HCV Counseling, Testing and Referral (CTR)	North Dakota Department of Health (NDDoH) Project Code 2201-HLH5372-02 \$35,000 2201 HL1239-01 \$5,000
Grantee Name Fargo Cass Public Health	Project Director Lindsey VanderBusch
Address 1240 25th Street South	Address 600 E Boulevard Ave, Dept 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505
Contact Name Desi Fleming	Contact Name Lindsey VanderBusch
Telephone Number 701-241-1380	Telephone Number 701.328.4555
Email Address DFleming@FargoND.gov	Email Address lvanderbusch@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$40,000	\$0	\$40,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$40,000	\$0	\$40,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of _____%

**Scope of Service**  
 Grantee will provide the following services: (1) Collect blood specimens for rapid HIV/HCV testing for persons at risk for infection; (2) Provide pre-test and post-test counseling to individuals being screened for HIV/HCV at a time and place appropriate for both the client and provider; (3) Collect and provide blood specimens to confirm positive rapid screens to the North Dakota Department of Health-Laboratory Services Section using the most recent laboratory specimen testing form; (4) Submit the mandatory epidemiologic information on all tests performed within one week of specimen collection via online reporting tool; (5) Provide hepatitis A and hepatitis B vaccinations to individuals who identify a risk factor or are positive for hepatitis C; (6) Provide community outreach testing and education; (7) Ensure access to HIV prevention supplies and educational materials; (8) Provide linkage to medical care services for individuals who are positive for HCV; (9) Follow all requirements as written in the NDDoH Counseling, Testing and Referral Manual; (10) File necessary records consistent with the Maven Security Policy; (11) Conduct evaluative activities as requested by the Department; and (12) Participate in HIV/HCV CTR site meetings, training and other activities as requested.

**Reporting Requirements**  
 Monthly expenditure and progress reports are due 15 days after the end of each month. Reimbursement will be processed upon Department approval of expenditure and progress reports. The expenditure report ending June 30, 2022 must be received by July 15, 2022. The final expenditure report ending December 31, 2022 must be received by February 15, 2023. Epidemiologic data must be submitted using the online reporting tool within one week of the specimen collection date for each person tested.

**Special Conditions**  
 Funding for this grant is restricted to 25% of the total award until such time as the Federal Award is received and processed by the Department. During this restriction. Financial obligation of the Department is contingent upon funds being made available by The Centers for Disease Control and Prevention. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Purchase of Service Agreement for documentation.  
 All Grantees with the ability to bill third-party payers for these services are expected to do so as appropriate before requesting reimbursement from the Department. Expenditures incurred related to the scope of service for this agreement will be covered as early as January 1, 2022.

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

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 1-6-22	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, Director, Division of Sexually Transmitted and Bloodborne Diseases	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Chief of Staff	

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

①

MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*  
JAN ELIASSEN, HARM REDUCTION DIRECTOR

**DATE:** JANUARY 6, 2021

**RE:** APPROVE MOU WITH NATIVE, INC. AT GLADYS RAY SHELTER'S  
TEMPORARY ENGAGEMENT CENTER (FORMER POLICE BUILDING)

In keeping with the work initiated during the pandemic, City staff has identified another non-profit, NATIVE, Inc. as a service provider to use space at no cost within the Gladys Ray Shelter's temporary Engagement Center at the former police building. They will offer essential care coordination for people experiencing or at risk of homelessness as well as behavioral health peer support. The City Attorney's Office and City staff have developed a memorandum of understanding attached for the City Commission's consideration and approval. The term will be for one year commencing the date of final signature by undersigned entities. No payment of rent or utilities is required by either agency.

**RECOMMENDED MOTION:** Approve the attached MOU between the City of Fargo and NATIVE, Inc.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF FARGO  
AND  
NATIVE COMMUNITY DEVELOPMENT, INC.**

This MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 222 Fourth Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **NATIVE COMMUNITY DEVELOPMENT, INC.**, whose address is 2403 E Thayer Ave, Bismarck, North Dakota, 58501 (hereinafter "NATIVE, Inc."). The City and NATIVE, Inc. shall be cumulatively referred to herein as the "Parties" or individually as a "Party."

**WHEREAS**, the purpose of this Agreement is to establish an understanding and arrangement between NATIVE, Inc. and the City to utilize the former Fargo Police Department downtown station, located at 222 4<sup>th</sup> Street North, Fargo, North Dakota, 58102 (hereinafter "Subject Property") as a temporary location to maintain and continue MHA Nation Fast Segment Satellite Fargo operations and Indigenous cultural awareness provided to homeless or vulnerable individuals and families; and

**WHEREAS**, it is the City's intention to make the Subject Property available, without the payment of rent or utilities, provided the intended space is not needed for City operations or sold, which then City purpose shall take priority; and

**WHEREAS**, the parties wish to memorialize the terms, provisions, and conditions contained in this Agreement in writing.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Recitals. The recitals previously set forth in this agreement are incorporated herein.
2. Ownership. The City owns the Subject Property and shall retain such ownership. The City agrees to allow NATIVE, Inc. to use said Subject Property to provide its services, more fully-described below, without the payment of rent or utilities, provided the intended space is not needed for City operations or sold, which then the City's purpose shall take priority.
3. Relationship of the Parties. This Agreement shall not constitute a partnership or joint venture by and between NATIVE, Inc. and the City. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party. NATIVE, Inc. is solely responsible for its operations and employees. The grant herein is non-exclusive.
4. Term. The term of this Agreement shall be one (1) year as of the effective date of this Agreement. This Agreement is subject to annual review and renewal provided said Subject Property is still available for this purpose.



5. Termination. This Agreement may be terminated by either party for any reason, or no reason. In the event the intended space is needed for City operations or sold, the City's purpose shall take priority. This Agreement is terminated upon written notice by either party.

6. Services. NATIVE Inc. will provide care coordination for individuals experiencing or at-risk of homelessness, e.g. housing, healthcare, employment, food stamps, and other wraparound services. It also provides peer support for Free Through Recovery, a community based behavioral health program.

7. Utilities. While the City provides certain utilities at no cost to NATIVE, Inc., NATIVE, Inc. agrees and understands that the City does not guarantee free access to the City's public internet network nor does it guarantee cybersecurity. NATIVE, Inc. may choose to set up its own internet service if it wishes.

8. Accessibility. City shall provide NATIVE, Inc. key fob access and parking passes to access Subject Property and parking Lot C1. Additional parking is located behind the former public health building. Access to Subject Property shall be limited to authorized personnel only, and be the responsibility of NATIVE, Inc. The Fargo staff member, Lenore King, shall be issued a City ID card or small plastic key fob for the card readers. In the event access key fobs, parking passes, or ID cards, are lost or stolen, it is the sole responsibility of NATIVE, Inc. to immediately inform Jan Eliassen, Fargo Cass Public Health Harm Reduction Director. If any of the above-described items are lost or stolen and in need of replacement, NATIVE, Inc. is fully responsible for the cost of replacement. All access keys, parking passes, and ID cards shall be returned immediately upon cessation of use of the Subject Property.

9. Maintenance. NATIVE, Inc. shall be responsible for general maintenance of its designated area within Subject Property. This includes, but is not limited to, broken windows, broken doorknobs, holes in walls, or any type of wear and tear damage, which may or may not be caused by its employees or invitees. City shall be responsible for major building repair items including, but not limited to, failure of a mechanical item such as a water heater, furnace/AC unit, or the elevator. City will also provide snow removal services at Subject Property.

10. Cleaning. NATIVE, Inc. shall be responsible for sufficiently cleaning its designated area of the Subject Property. NATIVE, Inc. shall provide its own cleaning products and related supplies. City shall be responsible for cleaning all common areas, including the lobby area, stairs, and bathrooms.

11. Smoking. The Subject Property has a designated smoking area. NATIVE, Inc. agrees it is solely responsible to prevent its invitees and employees from smoking in any other location on Subject Property other than the designated smoking area.

12. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

To the City: City of Fargo  
ATTN: Director of Planning & Development  
Fargo City Hall  
225 Fourth Street North  
Fargo, ND 58102

To NATIVE, Inc.: NATIVE Community Development, Inc.  
ATTN: Lorraine Davis  
2403 E Thayer E  
Bismarck, ND 58501

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

13. Indemnification. NATIVE, Inc. agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property upon the Subject Property, including any person or property in or upon Subject Property, whether it be NATIVE, Inc.' employees or all persons in the Subject Property at its or their invitation. All property kept, maintained, or stored on the Subject Property shall be so kept, maintained and stored at the sole risk of NATIVE, Inc.. NATIVE, Inc. further agrees its contractors, successors, or assigns in connection with the use of the Subject Property in furtherance of its initiative, shall, at NATIVE, Inc.' own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such above-mentioned manner or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein.

14. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

15. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

16. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this

Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

17. Force Majeure. Neither party shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, fire), war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such circumstance occurs, the party claiming the delay shall undertake reasonable action to notify the other party of the same.

18. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.

19. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

20. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction. Upon written notice of any dispute, the parties shall attempt to resolve it promptly through good faith negotiations between officials who have authority to settle the dispute. This dispute resolution process shall be completed within 30 days after written notice is received. Where the parties fail to resolve the dispute, the issue in dispute may be addressed by the Court.

21. Rules of Construction. The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

22. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

23. Effective Date. The effective date of this Agreement is the date of final signature by the undersigned entities.

*(Signature Pages to Follow.)*

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, City Auditor

Dated this 22<sup>nd</sup> day of November, 2021.

**NATIVE COMMUNITY DEVELOPMENT, INC.**

By: Lorraine Davis

Its: Lorraine Davis

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**MEMORANDUM**

**TO: CITY COMMISSION**

**FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR** *NC*

**DATE: JANUARY 6, 2022**

**RE: 2021 FIRSTLINK CONTRACT EXTENSION, CONTINUATION OF COVID-19 QUARANTINE AND SUPPORT ACTIVITIES**

Since May 2020, the City has provided Red River Task Force (RRTF) funds and CARES Act funds for FirstLink to increase staffing of its 2-1-1 hotline due to increased call volumes as a result of COVID-19. The City Commission approved an allocation of up to \$40,000 of RRTF COVID-19 funds on May 18, 2020, and it approved an additional allocation of up to \$54,000 of CARES Act general allocation funds on March 8, 2021 (SSP #21053).

The 2-1-1 hotline experienced record breaking numbers in 2020 and 2021 as it connected people to critical community resources statewide and provided 24/7 mental health support. With the help from the City of Fargo, FirstLink has handled a total of 69,395 contacts in 2021 from January 1 – October 31, 2021. 21,236 of these calls were from Fargo with 2,473 of them being directly related to suicide. 9,444 of those calls were from the evening/overnight hours. After 5:00 p.m. through 8:00 a.m. the next day is a crucial time to be available. Other supports such as counseling centers, case managers, and support staff are not often available after 5:00 pm, but FirstLink serves those that need support 24/7/365.

2-1-1- is also central in supporting the eviction prevention work conducted by several of our community partners, as well as navigating people who need to quarantine or isolate due to the pandemic but are homeless.

To continue this partnership, staff is recommending funding \$42,000 for evening/overnight staffing for their 2-1-1 hotline for 2022. This amendment was approved at the November 18, 2021 Finance Committee.

The Planning Department is recommending support of this activity through City ARP funds, or Social Service funds, as further coordinated with City Administration.

**Recommendation:**

Approve amending attached agreement with FirstLink to provide \$42,000 for Covid-19 responses efforts in 2022.



**AMENDMENT #1 OF SUBRECIPIENT AGREEMENT  
BETWEEN CITY OF FARGO (Grantor) AND  
FIRSTLINK(Subrecipient)**

In reference to the Subrecipient Agreement to undertake certain activities with Covid-19 grant funds, made by and between **City of Fargo** (Grantor) and **Firstlink** (Subrecipient) and entered into on January 1, 2021, such agreement is hereby amended to include the following conditions:

**Paragraph 2** is amended to state "WHEREAS, the City is willing to make available up to **\$96,000** from various sources, including its Social Service funds and/or any COVID-19 CARES grant funds, for the purposes outlined herein, in particular for low income and vulnerable populations," an increase of \$42,000 from the original agreement.

**Part II. Budget & Use of Funds** is amended to include the following:

The funds shall be used according to the budget submitted by the Subrecipient. The Subrecipient may revise its City funds up to 10% of the total grant amount per category, excluding administrative fee. Anything more will require approval from City staff, in writing.

<b>Item</b>	<b>Total</b>
Evening/overnight/weekend staff (12 months, 2021}	\$42,000
Covid/winter shelter support staff (4 months, 2021)	\$12,000
Evening/overnight/weekend staff (12 months, 2022}	\$42,000
<b>TOTAL</b>	<b>\$ 96,000</b>

**Part III(A)(1) Maximum Amount** is amended for the total amount to be paid by the City not to exceed \$96,000, an increase of \$42,000 from the original agreement.

**Part VII. Exhibit A – Requirements and Subrecipient Assurances Agreement** is amended to be for the period January 1, 2021 through December 31, 2022.

**FIRSTLINK**

**CITY OF FARGO**

  
 \_\_\_\_\_  
 Jennifer Illich, Executive Director      12-2-2021  
 Date

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

## Subrecipient Agreement Between the City of Fargo & FirstLink

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**Subrecipient Agreement  
Between the City of Fargo & AADA**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of January, 2021, (the "Commencement Date") by and between the City of Fargo (the "City"), a North Dakota municipal corporation, and the FirstLink, a North Dakota non-profit organization (the "Subrecipient").

WHEREAS, the City is willing to make available up to **\$54,000** from various sources, including its Social Service funds and/or any COVID-19 CARES grant funds, for the purposes outlined herein, in particular for low income and vulnerable populations; and

WHEREAS, the City wishes to engage the non-profit Subrecipient to respond to COVID-19, by connecting individuals with critical community resources and crisis and suicide support services through its 24-hour 2-1-1 helpline.

NOW, THEREFORE, for and in consideration of the monies to be received, covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

---

**A. Program Delivery**

As a condition of receiving this sub-award, the Subrecipient will administer funds in response to, preparation for, and in the prevention of the spread of COVID-19 as it relates to needs associated with quarantine, isolation, and public health of citizens directly and indirectly affected by Covid-19. The work performed shall be in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement. The Program will include the following activities:

1. Provide evening, overnight, and/or weekend staffing for its resource hotline
2. Provide staffing to support intake related to Covid-19 and/or winter sheltering

**1. Criteria for Households Served**

All beneficiaries must be directly or indirectly affected by Covid-19.

**2. Levels of Accomplishment – Goals & Performance Measures**

The Subrecipient will submit a quarterly benefit data report to the City of Fargo, including the number of clients served.

**3. Performance Monitoring**

The City will monitor the performance of the Subrecipient against the requirements of this Agreement, including timeframes, goals, and performance standards. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after notification by the City, suspension or termination procedures will be initiated. If at any time the actual

performance outcomes vary greatly from the goals, an amendment to either the goals or funding amount may be performed.

## II. BUDGET & USE OF FUNDS

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The funds shall be used according to the budget submitted by the Subrecipient. The Subrecipient may revise its City funds up to 10% of the total grant amount per category, excluding administrative fee. Anything more will require approval from City staff, in writing.

Item	Total
Evening/overnight/weekend staff (12 mos)	\$42,000
Covid/winter shelter support staff (4 mos)	\$12,000
<b>TOTAL</b>	<b>\$54,000</b>

## III. PAYMENT

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### A. General Payment Terms

**1. Maximum Amount**

The total amount to be paid by the City under this Agreement shall not exceed **\$54,000**. Indirect costs and travel expenses are not billable expenses for this project.

**2. Requests for Payment**

The Subrecipient will submit to the City requests for payments of activities under this Agreement and consistent with the approved budget. Requests for payment will be by reimbursement only. Categories will be outlined in the request or invoice. Requests for payment must include documentation for each expense payment is requested (e.g. receipts, invoices).

**3. Payment**

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient not to exceed the actual cash requirements. Payment requests for eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with applicable performance criteria. The Subrecipient must submit an invoice to the City of Fargo for reimbursement of expense within 90 days of expense. Payments will be made within 14 days of the City accepting an invoice. If the City requests any additional items or information regarding an invoice, payment may be delayed. The City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

**B. Duplication of Benefits**

In consideration of Subrecipient's funds from the City, the Subrecipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Subrecipient under this Agreement and that are determined in the sole discretion of the City to be a duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Subrecipient, which can be used to pay for the costs described under Section III. Budget & Use of Funds for the scope of work described in this agreement that are to be paid for by this grant.

Upon receiving any proceeds from other relief programs or loan programs for this scope of work, that were not already described in the grant application, Subrecipient agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

#### **IV. GENERAL CONDITIONS**

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**A. Indemnification & Hold Harmless**

The Subrecipient agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property resulting solely from the negligent acts or omissions of the Subrecipient, or the Subrecipient's contractors, successors, or assigns in connection with the work on the property, and the Subrecipient will, at the Subrecipient's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such matter or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any reasonable attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein. Notwithstanding anything to the contrary contained herein, the Subrecipient's obligation hereunder shall not apply to the extent such liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property, are a result of the acts or omissions of the City.

**B. Insurance & Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision.

### C. **Conflict of Interest**

The Subrecipient agrees to the following:

- The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts.
- No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to City-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the City-assisted activity, or with respect to the proceeds from the City-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the City, the Subrecipient, or any designated public agency.

## V. **ADMINISTRATIVE REQUIREMENTS**

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### A. **Quarterly Reports**

The Subrecipient will submit quarterly benefit data reports to the City of Fargo, including the number of clients served.

### B. **Procurement/Purchasing Requirements**

Should the Subrecipient need to make any purchases with any portion of the City funds received under this Agreement, the following must be used.

#### 1. **Compliance**

Per the City Purchase Policy's Emergency Purchase provision, the Subrecipient shall obtain at least one fair and reasonable quote for all purchases under \$150,000.

#### 2. **Assurances**


The Subrecipient agrees to use grant funds for the purposes authorized by the City of Fargo. The Subrecipient further agrees to comply with the assurances, attached as Exhibit "A", and made a part of this agreement, which are required by the North Dakota Department of Health for all grants.

**VI. ENTIRE AGREEMENT**


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The provisions as set forth in items I-VII, and all attachments of this agreement constitute the entire agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

**FIRSTLINK**

  
\_\_\_\_\_  
Cindy Miller, CEO

**CITY OF FARGO**

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

## **VII. EXHIBIT A – Requirements & Subrecipient Assurances Agreement**

### **REQUIREMENTS AND SUBRECIPIENT ASSURANCES AGREEMENT BETWEEN CITY OF FARGO AND SUBRECIPIENT FOR THE PERIOD JANUARY 1, 2021 THROUGH DECEMBER 30, 2021**

#### **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. 2020 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:

<b>GRANTOR</b>	<b>SUBRECIPIENT</b>
Nicole Crutchfield, Planning Director	Cindy Miller
City of Fargo	FirstLink
225 4th Street North	4357 13 Ave S #107L
Fargo, ND 58102	Fargo, ND 58103

**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.

#### **10. 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. ch. 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, as added by section 5001 of the CARES Act. Expenditures incurred related to the Scope of Service for this agreement will be covered as early as January 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

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.

**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 grassroots 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. § 2312-11. 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 JANUARY 1, 2021 THROUGH DECEMBER 30, 2021**

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) FirstLink		
Name and Title: Cindy Miller, Executive Director		
Address: 4357 13 Ave S #107L		
City: Fargo	State: ND	9 Digit Zip Code: 58103
DUNS Number: 132230371	Federal Taxpayer Identification Number: 45-0419491	
Signature: 		Date: 4/18/21

9



**PUBLIC WORKS/OPERATIONS**

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

January 4, 2022

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

**RE: North Dakota Department of Environmental Quality (NDDEQ)  
State Clean Diesel Grant Program – (SW2301)**

Commissioners:

In November of 2021, the North Dakota Department of Environmental Quality (NDDEQ) released the annual State Clean Diesel Grant Program. NDDEQ will allocate approximately \$327,000 in awards funded by the U.S. Environmental Protection Agency to purchase new, diesel-powered vehicles. The purpose of the funding is to reduce diesel emissions in accordance with the Diesel Emissions Reduction Act of the Energy Policy Act of 2010.

On November 30<sup>th</sup>, 2021, the City of Fargo's applications for 25% funding of two Roll off truck's and one Auto Side Load Refuse truck with a cost share to the City of Fargo of 75% were submitted.

On January 3<sup>rd</sup>, 2022, the City of Fargo received notice that the grant applications submitted on November 30<sup>th</sup>, 2021, had been selected to receive funding totaling \$154,829.00.

Vehicles will have to be placed into service by September 30<sup>th</sup>, 2023.

SUGGESTED MOTION:

Move to approve and authorize the execution of the enclosed ND Clean Cities Grant Agreement between the City of Fargo and the North Dakota Department of Environmental Quality. Funding will be in the 2023 Solid Waste Enterprise Capital Budget Request.

Respectfully Submitted,

Tanner Smedshammer  
Fleet Purchasing Manager



**REBATE CONTRACT**

NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDDEQ)

<b>Contract Number</b> G21.039	<b>Start Date</b> 1/3/2022	<b>End Date</b> 9/30/2023
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**This Rebate Contract is not effective, and expenditures related to this contract should not be incurred until this Contract is fully executed by both parties. If attachments are referenced, they must be returned with the signed Contract. If attachments were not provided contact the Program Director identified below.**

<b>Title of Project/Program</b> State Clean Diesel Program	<b>NDDEQ Project Coding</b> 5511 EQ3546-11
<b>Contractor Name</b> City of Fargo	<b>Program Director</b> Jim Semerad-Division of Air Quality
<b>Address</b> 402 23 <sup>rd</sup> Street N.	<b>Address</b> 4201 Normandy Street, 2 <sup>nd</sup> Floor
<b>City/State/ZIP Code</b> Fargo, ND 58102	<b>City/State/ZIP Code</b> Bismarck, ND 58503-1324
<b>Contact Name</b> Tanner Smedshammer	<b>Contact Name</b> Keith Hinnenkamp
<b>Telephone Number</b> 701-241-1460	<b>Telephone Number</b> 701-328-5196
<b>Email Address</b> Tanner.Smedshammer@FargoNd.gov	<b>Email Address</b> khinnenk@nd.gov

	<b>NDDEQ Cost Share</b>	<b>Contractor Cost Share</b>	<b>Total Costs</b>
<b>Amount Awarded</b>	\$154,829	\$464,489	\$619,318
<b>Previous Funds Awarded</b>	\$0	\$0	\$0
<b>Total Funds Awarded</b>	\$154,829	\$464,489	\$619,318

**Scope of Service**

Contractor as an eligible entity for this funding, as a city that operates diesel-powered vehicles, shall use this contract to partially fund the cost of three new/newer diesel-powered trucks in accordance with the requirements of the Diesel Emissions Reduction Act (DERA) program as outlined in the application. NDDEQ cost share not to exceed 25% of the cost of the eligible trucks.

**Reporting Requirements**

Progress reports shall be provided to the NDDEQ upon request. The final progress report and reimbursement request must be received by the NDDEQ by September 30, 2023.

**Special Conditions**

The trucks being replaced shall be scrapped within 90 days of receiving the new/newer trucks. Scrapped shall mean to render inoperable and available for recycle, and at a minimum, to specifically cut a 3-inch hole in the engine block of the engine. Scrapped shall also include the dismantling of the chassis by cutting the trucks' frame rails completely in half.

Prior to receiving reimbursement, the Contractor shall submit the following to the NDDEQ:

1. Invoice or other documentation showing the final price of the new/newer trucks.
2. Completed scrappage form certifying destruction of the old trucks. (The form will be provided by the NDDEQ.)
3. Photos of the old trucks must be submitted as JPEG files and may not be in black and white or PDF scans. The following photos are required:
  - a. Side profile of the truck being scrapped
  - b. VIN plate of the truck being scrapped
  - c. Engine tag of the truck being scrapped showing the engine serial number and EPA engine family name
  - d. Chassis rails cut in half
  - e. Engine block prior to destruction/hole being drilled
  - f. Engine block after destruction/hole has been drilled

1. CONTRACTOR'S UNDERSTANDING OF TERM OF FUNDING

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

2. ASSIGNMENT AND SUBCONTRACTS

Contractor may not assign or otherwise transfer or delegate any right or duty without State's express written consent, provided, however, that Contractor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom State is prohibited from conducting business, State shall have the right to terminate without cause.

Contractor may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor with whom Contractor contracts. Contractor does not have authority to contract for or incur obligations on behalf of State.

3. INDEPENDENT ENTITY

Contractor is an independent entity under this Contract and is not a state 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. Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Contract, except to the extent specified in this Contract.

4. STATE AUDIT REQUIREMENTS

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

5. RETENTION OF RECORDS

Contractor 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. Contractor must provide the State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Contractor that are pertinent to the services provided under this contract. 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 Contract may be terminated by mutual consent of both parties executed in writing.

b. Early Termination in the Public Interest

State is entering into this Contract 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 Contract ceases to further the public policy of the State of North Dakota, State, in its sole discretion, by written notice to Contractor, may terminate this Contract in whole or in part.

c. Termination for Lack of Funding or Authority

State by written notice to Contractor, may terminate the whole or any part of this Contract 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 Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

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

d. Termination for Cause.

State may terminate this Contract effective upon delivery of written notice to Contractor, or any later date stated in the notice:

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

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

7. CONTINGENT LIABILITY

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

8. 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. INTEGRATION, MODIFICATION, AND SEVERABILITY

This contract constitutes the entire agreement between the Contractor and State. There are no understandings, agreements, or representations, oral or written, not specified within this contract. No alteration, amendment, or modification of this contract is effective unless it is reduced to writing, signed by the parties, and attached to the contract. If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, 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 Contract did not contain that term.

10. COLLATERAL CONTRACTS

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

11. COMPLIANCE WITH PUBLIC RECORDS LAWS

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

12. CONFIDENTIALITY

Contractor shall not use or disclose any information it receives from State under this Contract that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by State. State shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of State and Contractor to maintain confidentiality of information under this section continues beyond the Term of this Contract.

13. ATTORNEY FEES

In the event a lawsuit is initiated by State to obtain performance due under this contract, and State is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay State's reasonable attorney fees and costs in connection with the lawsuit.

14. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

By entering into this Contract, State does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce the rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

15. APPLICABLE LAW AND VENUE

This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh 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*.

16. SPECIAL CONDITIONS

Contractor shall meet all applicable special conditions as specified in the contract.

17. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Contractor 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). Contractor 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. Contractor shall have and keep current at all times during the Term of this Contract all licenses and permits required by law. Contractor's failure to comply with this section may be deemed a material breach by Contractor entitling State to terminate in accordance with the Termination for Cause section of this Contract.

18. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

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

19. SPOILIATION-PRESERVATION OF EVIDENCE

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

20. EVALUATION

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

21. CONTRACTOR ASSURANCES

This agreement will be construed according to the laws of the State of North Dakota. In connection with furnishing supplies or performing work under this agreement, Contractor OR Subcontractor with or receive funds

- 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))

**22. DEBARMENT/SUSPENSION**

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

**23. APPROVED VENDOR**

If not a governmental agency or political subdivision of the State of North Dakota, Contractor 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.

**24. SMOKE FREE**

Any Contractor 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 Contractor is not in North Dakota, Contractor 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.

**25. ENERGY AND ENVIRONMENTAL CONSERVATION**

Contractor 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)).

**26. 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 247-253).

**27. NOTICE**

All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses. Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at North Dakota Century Code § 32-12.2-04.

<b>CONTRACTOR</b>	<b>STATE</b>
Tanner Smedshammer	L. David E. Glatt, P.E.
Fleet Purchasing Manager	Director
402 23 <sup>rd</sup> St. N.	4201 Normandy Street
Fargo, ND58102	Bismarck, ND 58503-1324

**28. CERTIFICATION**

Contractor certifies that their organization/agency will ensure all program managers are aware of and will comply with the requirements set forth in this Contract and that the individual(s) responsible for authorizing, expending, or accounting for contract funds will be provided access to the Contract.

<b>DUNS NUMBER -Unique Entity Identified (UEI)</b>	<b>Federal Taxpayer Identification Number (FEIN) SSN</b>
870265871	45-6002069

29. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both parties.

<b>CONTRACTOR</b>	<b>STATE OF NORTH DAKOTA</b>
City of Fargo	Acting through its Department of Environmental Quality
BY:	BY:
Tanner Smedshammer	L. David Glatt, P.E.
Fleet Purchasing Manager	Director
Date:	Date:

11

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

January 5, 2022

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

**Re: Memorandum of Offer to Landowner  
Permanent & Temporary Easements – Improvement District #BR-22-A0**

Dear Commissioners:

Enclosed and delivered to the City Commission office are (2) duplicate original Memorandum of Offer to Landowner documents for the acquisition of a permanent & temporary easement in association with Improvement District #BR-22-A0. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase. \_\_\_\_\_

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent & temporary easement from **Sanford North** in association with Improvement District #BR-22-A0 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement documents on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C Jeremy Gorden  
Nancy J. Morris

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BR-22-A1	County Cass	Parcel(s) 9A, 9B & 9C
Landowner Sanford North		
Mailing Address Box 2010 Fargo, ND 58122		

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 74,802.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>74,802.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>74,802.00</u>

\*Description of Damages to Remainder are as follows:

\_\_\_\_\_

Michelle Bond  
Owner Signature  
Signature hereby constitutes acceptance of offer as presented above.

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

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



Timothy J. Mahoney  
MAYOR  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
DATE

**EASEMENT**  
**(Temporary Construction Easement)**

KNOW ALL MEN BY THESE PRESENTS that SANFORD NORTH, a North Dakota non-profit corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of road construction and activities appurtenant thereto, said land being more fully described, to-wit:

**Parcel 9B**

A temporary easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The west 85.00 feet of the east 472.00 feet of the south 20.00 feet of the north 25.00 feet said Lot One.

Said parcel contains 1,700 square feet, more or less, and is subject to existing easements of record.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts

necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, 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 storage of dirt and all other construction activities was begun.

This easement shall terminate at the completion of construction of the project, or on November 30, 2022, whichever occurs later.

**IN WITNESS WHEREOF**, Grantor set its hand and caused this instrument to be executed this 22<sup>nd</sup> day of DEC., 2021.

(Signatures on the following page)



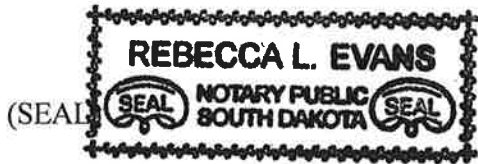
GRANTOR:

Sanford North  
a North Dakota non-profit corporation

Michelle Bruhn  
By: Michelle Bruhn  
Its: VP, CFO & Treasurer

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Minnehaha )

On this 22<sup>nd</sup> day of Dec., 2021, before me, a notary public in and for said county and state, personally appeared Michelle Bruhn, to me known to be the CEO & Treasurer of **Sanford North, a North Dakota non-profit corporation**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



Rebecca L Evans  
Notary Public  
Minnehaha County, South Dakota  
12-10-21

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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 TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

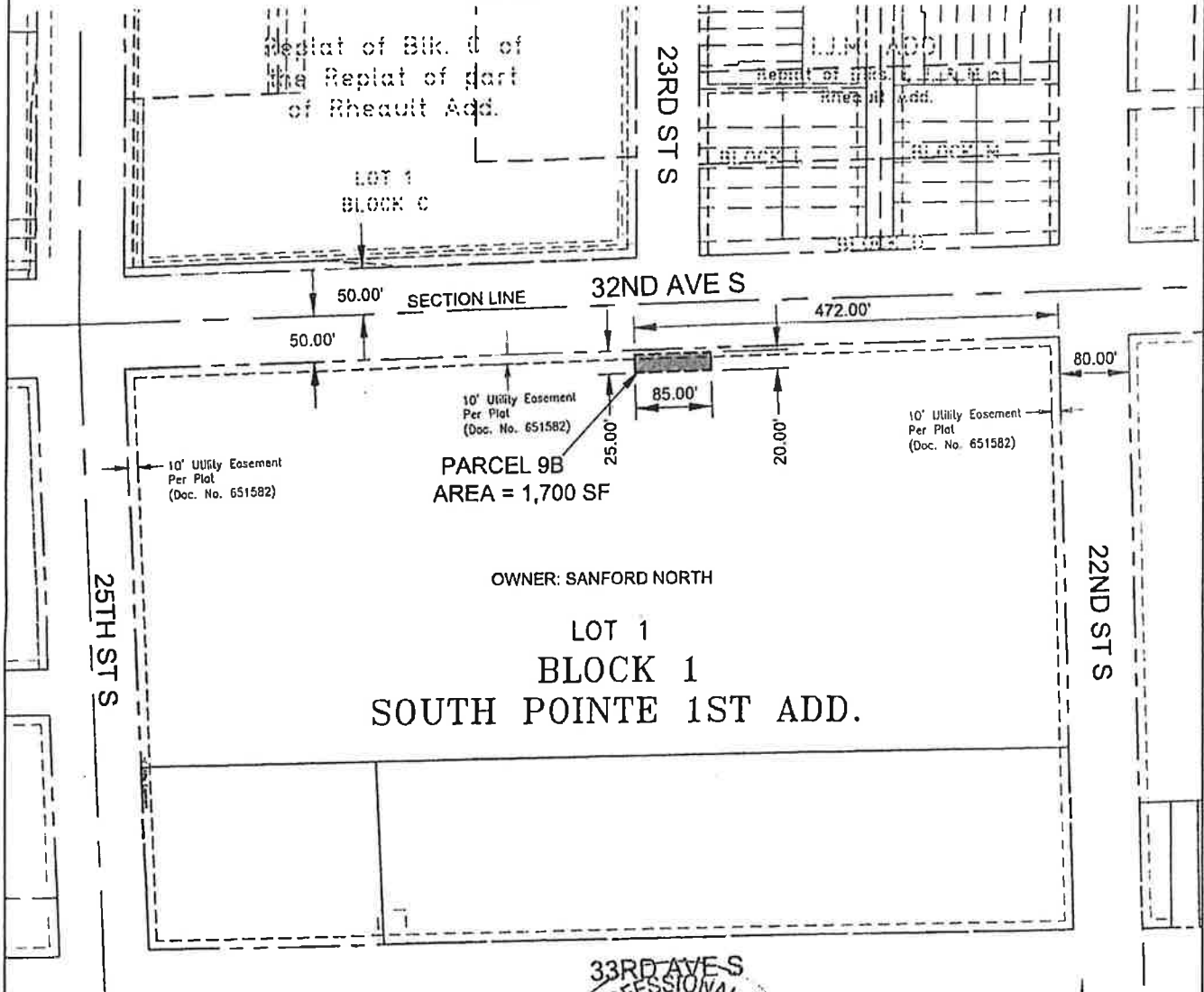
(SEAL)

Notary Public  
Cass County, ND  
My Commission expires:

The legal description was prepared by:  
Boyd D. Erbele  
Registered Land Surveyor  
LS-7986  
Apex Engineering Group  
4733 Amber Valley Parkway S.  
Fargo, ND 58104  
(701) 373-7980

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)

# EASEMENT EXHIBIT "A"



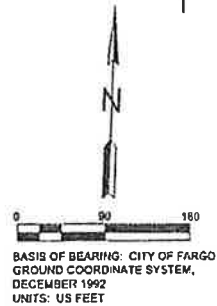
OWNER: SANFORD NORTH

LOT 1  
BLOCK 1  
SOUTH POINTE 1ST ADD.



### LEGEND

PARCEL 9B



TEMPORARY EASEMENT - PARCEL 9B  
 32ND AVE S RECONSTRUCTION  
 LOT 1, BLOCK 1, SOUTH POINTE  
 1ST ADDITION  
 SECTION 25, T139N, R49W  
 FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063  
 Date: 09/17/2021  
 Drawn By: Mike J  
 Checked By: Boyd E  
 Approved By: Boyd E

# EASEMENT EXHIBIT "A"

Parcel 9B  
(Temporary Easement)

A temporary easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The west 85.00 feet of the east 472.00 feet of the south 20.00 feet of the north 25.00 feet said Lot One.

Said parcel contains 1,700 square feet, more or less, and is subject to existing easements of record.

### CERTIFICATION

I, Boyd D. Erbele, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.



Signed Boyd D. Erbele  
Boyd D. Erbele  
North Dakota Professional Land Surveyor  
License Number LS-7986

Date 9-17-2021



TEMPORARY EASEMENT - PARCEL 9B  
32ND AVE S RECONSTRUCTION  
LOT 1, BLOCK 1, SOUTHPOINTE  
1ST ADDITION  
SECTION 25, T139N, R49W  
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0083  
Date: 09/17/2021  
Drawn By: Mike J  
Checked By: Boyd E  
Approved By: Boyd E

**PERMANENT EASEMENT**  
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that SANFORD NORTH, a North Dakota non-profit corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a 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:

Parcel 9A

A perpetual easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The North 5.00 feet of said Lot One;

Together with the south 10.00 feet of the north 15.00 feet of the west 10.00 feet of said Lot One.

Said parcel contains 5,289 square feet, more or less, and is subject to existing easements of record.

and

Parcel 9C

A perpetual easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The south 85.00 feet of the north 160.00 feet of the west 5.00 feet of said Lot One.

Said parcel contains 425 square feet, more or less, and is subject to existing easements of record.

Said parcel is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

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

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner 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 be placed or located upon the parcel so as to 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.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 22<sup>nd</sup> day of DEC., 2021.

(Signatures on the following page)

GRANTOR:

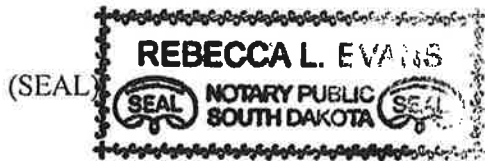
Sanford North  
a North Dakota non-profit corporation

*Michelle Bruhn*

By: Michelle Bruhn  
Its:  EVP, CFO & Treasurer

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Minnehaha )

On this 22<sup>nd</sup> day of Dec., 2021, before me, a notary public in and for said county and state, personally appeared Michelle Bruhn, to me known to be the CFO & Treasurer of Sanford North, a North Dakota non-profit corporation, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



*Rebecca L Evans*  
Notary Public  
Minnehaha County, South Dakota  
12-10-21

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

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

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 TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

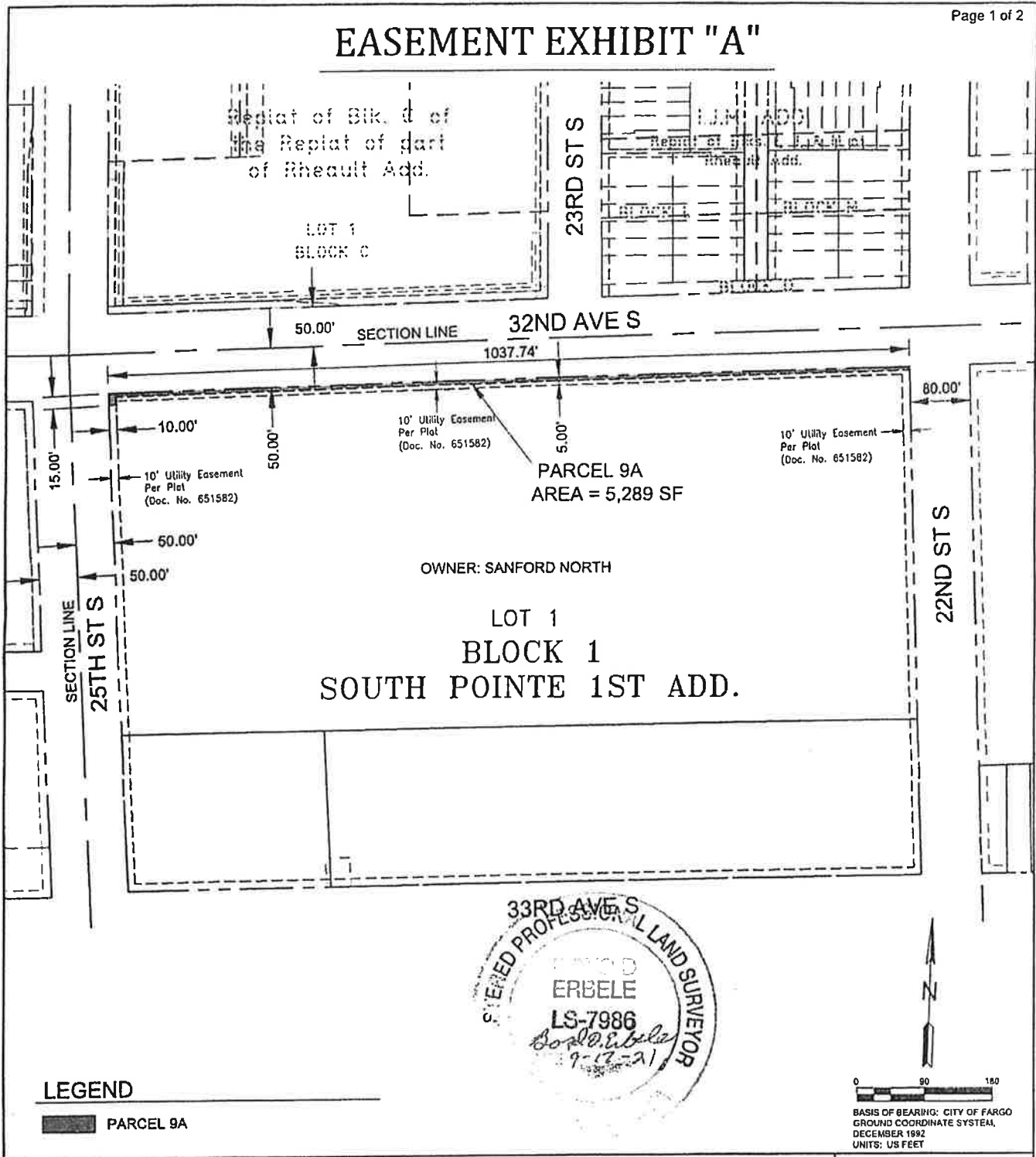
(SEAL)

The legal description was prepared by:  
Boyd D. Erbele  
Registered Land Surveyor  
LS-7986  
Apex Engineering Group  
4733 Amber Valley Parkway S.  
Fargo, ND 58104  
(701) 373-7980

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)



# EASEMENT EXHIBIT "A"



PERPETUAL EASEMENT - PARCEL 9A  
32ND AVE S RECONSTRUCTION  
LOT 1, BLOCK 1, SOUTHPOINTE  
1ST ADDITION  
SECTION 25, T139N, R49W  
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063  
Date: 09/17/2021  
Drawn By: Mike J  
Checked By: Boyd E  
Approved By: Boyd E

# EASEMENT EXHIBIT "A"

Parcel 9A  
(Perpetual Easement)

A perpetual easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The North 5.00 feet of said Lot One;

Together with the south 10.00 feet of the north 15.00 feet of the west 10.00 feet of said Lot One.

Said parcel contains 5,289 square feet, more or less, and is subject to existing easements of record.



### CERTIFICATION

I, Boyd D. Erbele, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Boyd D. Erbele  
Boyd D. Erbele  
North Dakota Professional Land Surveyor  
License Number LS-7986

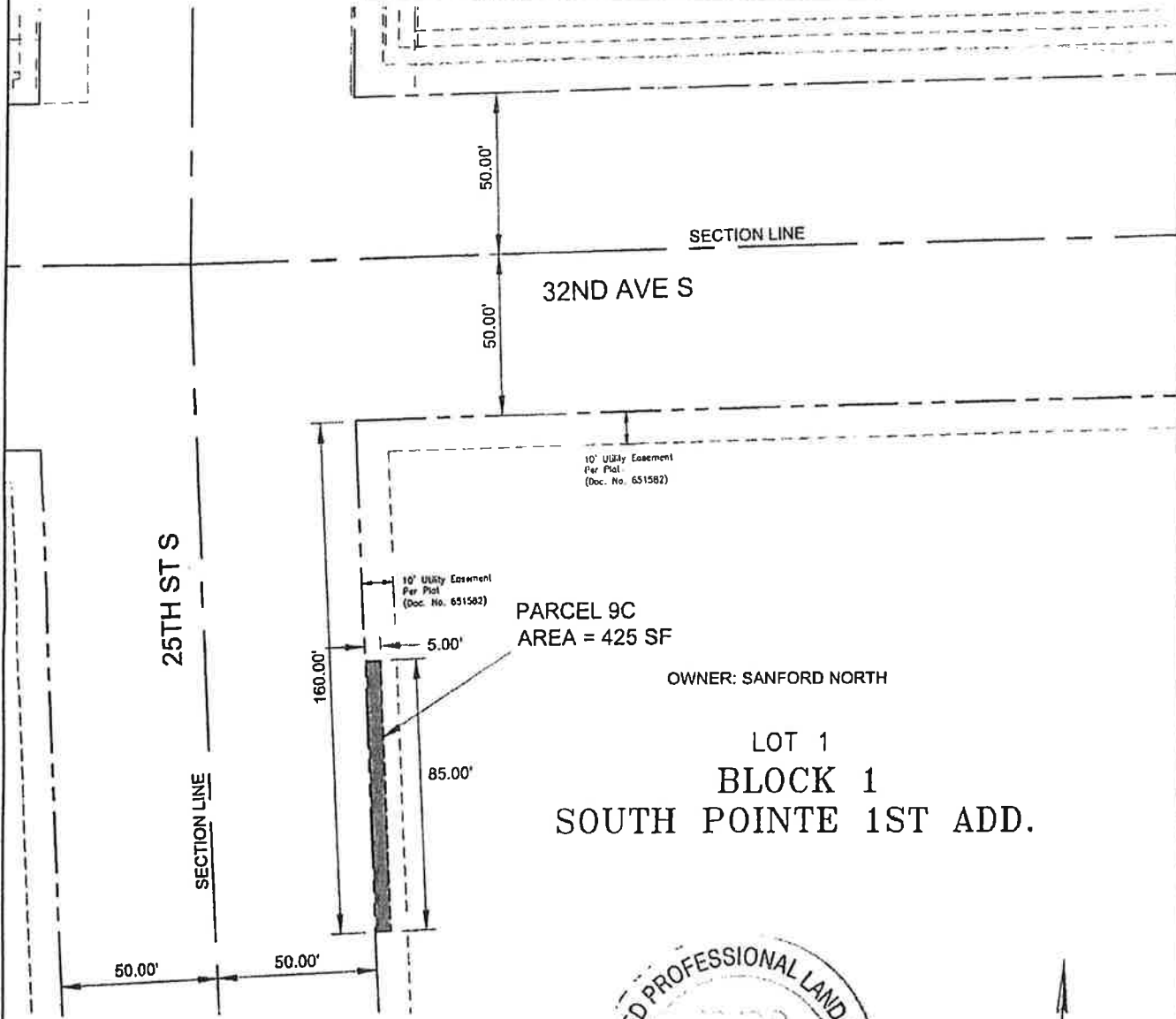
Date 9-17-2021



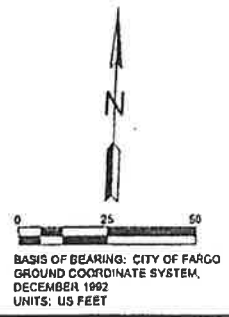
PERPETUAL EASEMENT - PARCEL 9A  
32ND AVE S RECONSTRUCTION  
LOT 1, BLOCK 1, SOUTHPOINTE  
1ST ADDITION  
SECTION 25, T139N, R49W  
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063  
Date: 09/17/2021  
Drawn By: Mika J  
Checked By: Boyd E  
Approved By: Boyd E

# EASEMENT EXHIBIT "A"



PARCEL 9C  
 AREA = 425 SF  
 OWNER: SANFORD NORTH  
 LOT 1  
 BLOCK 1  
 SOUTH POINTE 1ST ADD.



**LEGEND**  
 PARCEL 9C



PERPETUAL EASEMENT - PARCEL 9C  
 32ND AVE S RECONSTRUCTION  
 LOT 1, BLOCK 1, SOUTHPOINTE  
 1ST ADDITION  
 SECTION 25, T139N, R49W  
 FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063  
 Date: 09/17/2021  
 Drawn By: Mike J  
 Checked By: Boyd E  
 Approved By: Boyd E

# EASEMENT EXHIBIT "A"

Parcel 9C  
(Perpetual Easement)

A perpetual easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The south 85.00 feet of the north 160.00 feet of the west 5.00 feet of said Lot One.

Said parcel contains 425 square feet, more or less, and is subject to existing easements of record.



### CERTIFICATION

I, Boyd D. Erbele, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Boyd D. Erbele  
Boyd D. Erbele  
North Dakota Professional Land Surveyor  
License Number LS-7986

Date 9-17-2021



PERPETUAL EASEMENT - PARCEL 9C  
32ND AVE S RECONSTRUCTION  
LOT 1, BLOCK 1, SOUTHPOINTE  
1ST ADDITION  
SECTION 25, T139N, R49W  
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063  
Date: 09/17/2021  
Drawn By: Mike J  
Checked By: Boyd E  
Approved By: Boyd E

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BR-22-A1	County Cass	Parcel(s) 9A, 9B & 9C
Landowner Sanford North		
Mailing Address Box 2010 Fargo, ND 58122		

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 74,802.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>74,802.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>74,802.00</u>

\*Description of Damages to Remainder are as follows:

\_\_\_\_\_

*Michelle Bme*

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

*Shawn G. Bullinger*

Shawn G. Bullinger  
Land Acquisition Specialist, City of Fargo

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



Timothy J. Mahoney

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EASEMENT**  
**(Temporary Construction Easement)**

KNOW ALL MEN BY THESE PRESENTS that SANFORD NORTH, a North Dakota non-profit corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of road construction and activities appurtenant thereto, said land being more fully described, to-wit:

**Parcel 9B**

A temporary easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The west 85.00 feet of the east 472.00 feet of the south 20.00 feet of the north 25.00 feet said Lot One.

Said parcel contains 1,700 square feet, more or less, and is subject to existing easements of record.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts

necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, 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 storage of dirt and all other construction activities was begun.

This easement shall terminate at the completion of construction of the project, or on November 30, 2022, whichever occurs later.

**IN WITNESS WHEREOF**, Grantor set its hand and caused this instrument to be executed this 22<sup>nd</sup> day of DEC., 2021.

(Signatures on the following page)

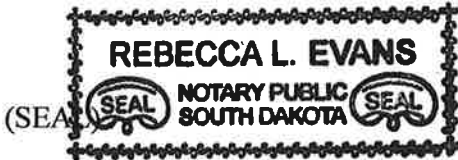
GRANTOR:

Sanford North  
a North Dakota non-profit corporation

Michelle Bruhn  
By: Michelle Bruhn  
Its: VP, CFO & Treasurer

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Minnehaha )

On this 22<sup>nd</sup> day of DEC., 2021, before me, a notary public in and for said county and state, personally appeared Michelle Bruhn, to me known to be the CFO & Treasurer of **Sanford North, a North Dakota non-profit corporation**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



Rebecca L Evans  
Notary Public  
Minnehaha County, South Dakota  
12-10-21



GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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 TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

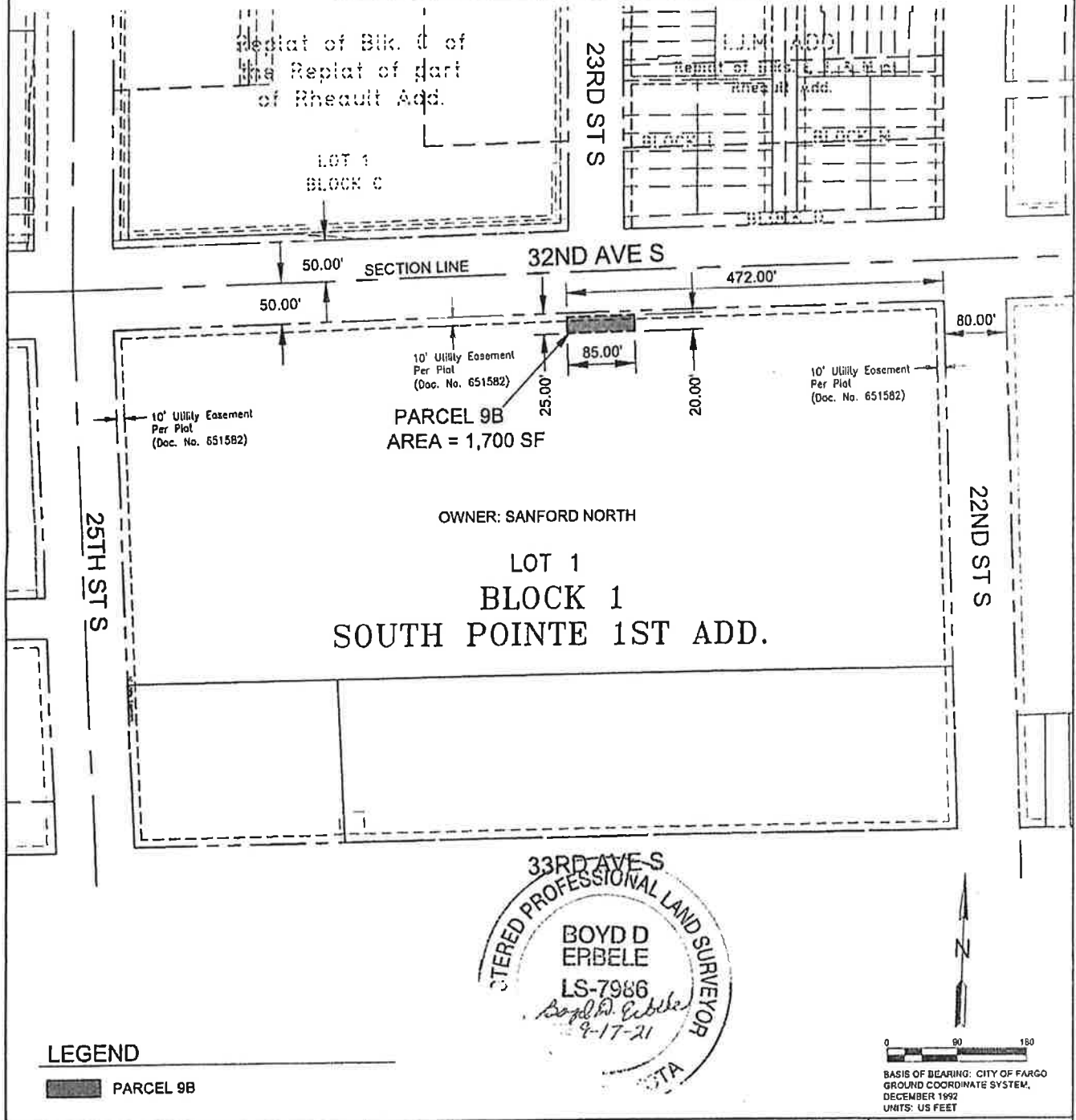
(SEAL)

Notary Public  
Cass County, ND  
My Commission expires:

The legal description was prepared by:  
Boyd D. Erbele  
Registered Land Surveyor  
LS-7986  
Apex Engineering Group  
4733 Amber Valley Parkway S.  
Fargo, ND 58104  
(701) 373-7980

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)

# EASEMENT EXHIBIT "A"



TEMPORARY EASEMENT - PARCEL 9B  
32ND AVE S RECONSTRUCTION  
LOT 1, BLOCK 1, SOUTHPOINTE  
1ST ADDITION  
SECTION 25, T139N, R49W  
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063  
Date: 09/17/2021  
Drawn By: Mike J  
Checked By: Boyd E  
Approved By: Boyd E

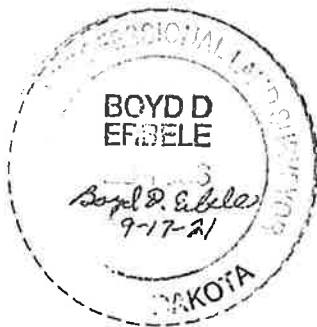
# EASEMENT EXHIBIT "A"

## Parcel 9B (Temporary Easement)

A temporary easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The west 85.00 feet of the east 472.00 feet of the south 20.00 feet of the north 25.00 feet said Lot One.

Said parcel contains 1,700 square feet, more or less, and is subject to existing easements of record.



### CERTIFICATION

I, Boyd D. Erbele, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Boyd D. Erbele  
Boyd D. Erbele  
North Dakota Professional Land Surveyor  
License Number LS-7986

Date 9-17-2021



TEMPORARY EASEMENT - PARCEL 9B  
32ND AVE S RECONSTRUCTION  
LOT 1, BLOCK 1, SOUTHPOINTE  
1ST ADDITION  
SECTION 25, T139N, R49W  
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063  
Date: 09/17/2021  
Drawn By: Mike J  
Checked By: Boyd E  
Approved By: Boyd E

**PERMANENT EASEMENT**  
**(Street and Utility)**

KNOW ALL MEN BY THESE PRESENTS that SANFORD NORTH, a North Dakota non-profit corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a 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:

Parcel 9A

A perpetual easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The North 5.00 feet of said Lot One;

Together with the south 10.00 feet of the north 15.00 feet of the west 10.00 feet of said Lot One.

Said parcel contains 5,289 square feet, more or less, and is subject to existing easements of record.

and

Parcel 9C

A perpetual easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The south 85.00 feet of the north 160.00 feet of the west 5.00 feet of said Lot One.

Said parcel contains 425 square feet, more or less, and is subject to existing easements of record.

Said parcel is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

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

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner 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 be placed or located upon the parcel so as to 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.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 27<sup>th</sup> day of DEC., 2021.

(Signatures on the following page)

GRANTOR:

Sanford North  
a North Dakota non-profit corporation

Michelle Bruhn  
By: Michelle Bruhn  
Its: EVP, CFO & Treasurer

STATE OF South Dakota )  
 ) ss.  
COUNTY OF Minnehaha )

On this 22<sup>nd</sup> day of Dec., 2021, before me, a notary public in and for said county and state, personally appeared Michelle Bruhn, to me known to be the CFO & Treasurer of Sanford North, a North Dakota non-profit corporation, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



Rebecca L Evans  
Notary Public  
Minnehaha County, South Dakota  
12-10-27

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

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

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 TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

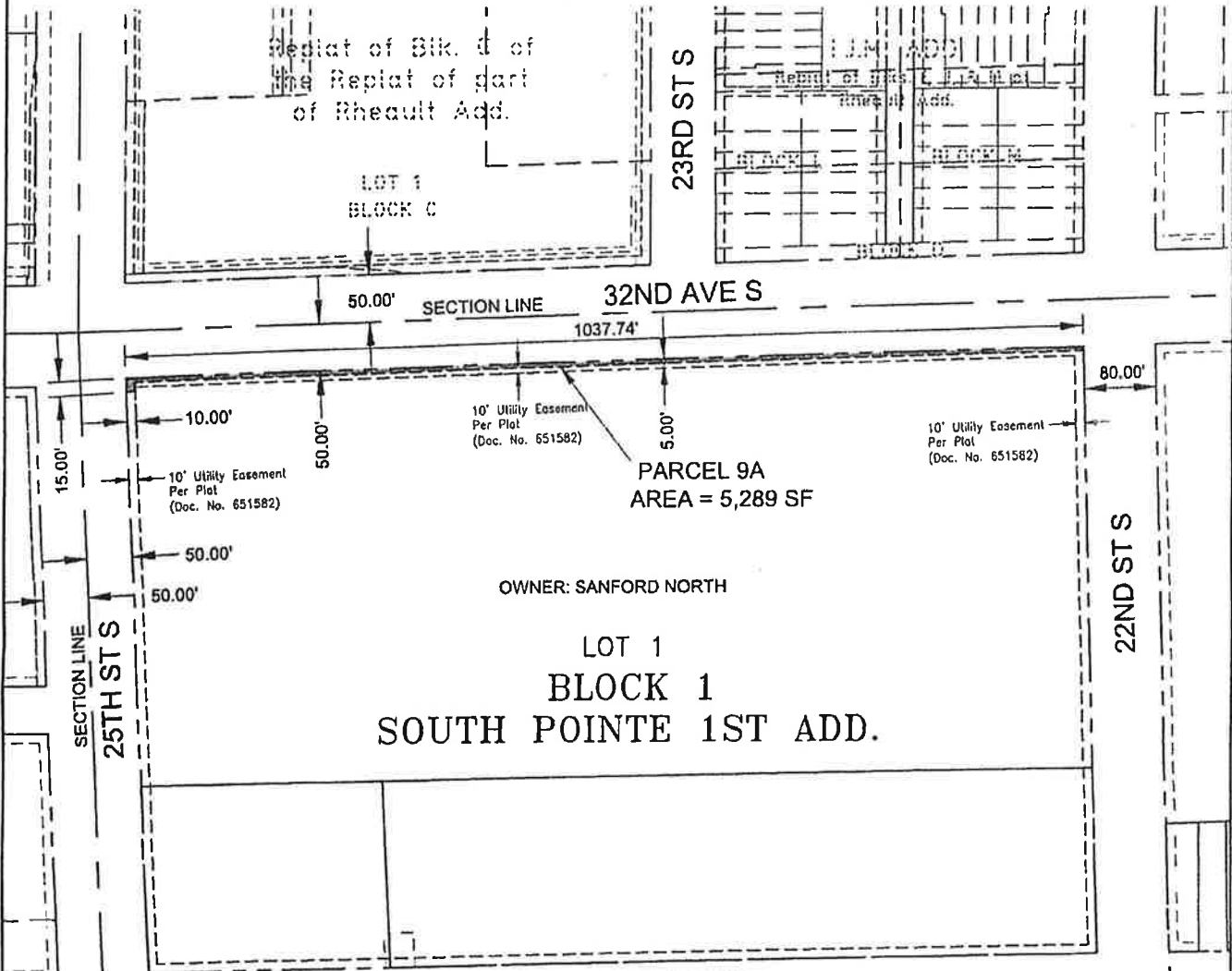
\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

(SEAL)

The legal description was prepared by:  
Boyd D. Erbele  
Registered Land Surveyor  
LS-7986  
Apex Engineering Group  
4733 Amber Valley Parkway S.  
Fargo, ND 58104  
(701) 373-7980

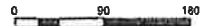
This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)

# EASEMENT EXHIBIT "A"



### LEGEND

■ PARCEL 9A



BASIS OF BEARING: CITY OF FARGO  
 GROUND COORDINATE SYSTEM,  
 DECEMBER 1982  
 UNITS: US FEET



PERPETUAL EASEMENT - PARCEL 9A  
 32ND AVE S RECONSTRUCTION  
 LOT 1, BLOCK 1, SOUTHPOINTE  
 1ST ADDITION  
 SECTION 25, T139N, R49W  
 FARGO, NORTH DAKOTA

Apex Project #: 20.103.0083  
 Date: 09/17/2021  
 Drawn By: Mike J  
 Checked By: Boyd E  
 Approved By: Boyd E



# EASEMENT EXHIBIT "A"

Parcel 9A  
(Perpetual Easement)

A perpetual easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The North 5.00 feet of said Lot One;

Together with the south 10.00 feet of the north 15.00 feet of the west 10.00 feet of said Lot One.

Said parcel contains 5,289 square feet, more or less, and is subject to existing easements of record.



### CERTIFICATION

I, Boyd D. Erbele, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Boyd D. Erbele  
Boyd D. Erbele  
North Dakota Professional Land Surveyor  
License Number LS-7986

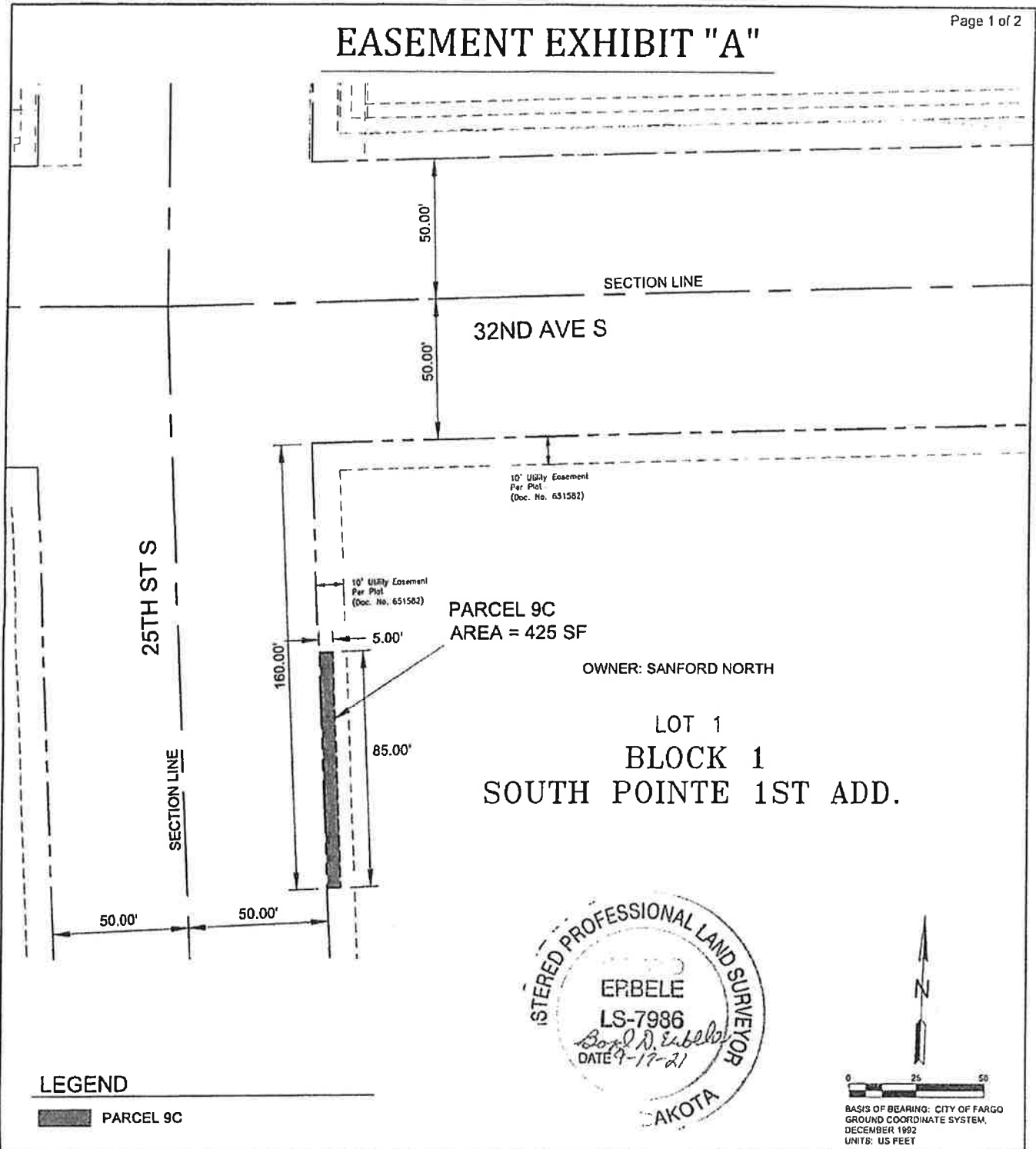
Date 9-17-2021



PERPETUAL EASEMENT - PARCEL 9A  
32ND AVE S RECONSTRUCTION  
LOT 1, BLOCK 1, SOUTHPOINTE  
1ST ADDITION  
SECTION 25, T139N, R49W  
FARGO, NORTH DAKOTA

Apex Project #: 20-103.0063  
Date: 09/17/2021  
Drawn By: MLK/J  
Checked By: Boyd E  
Approved By: Boyd E

# EASEMENT EXHIBIT "A"



### LEGEND

PARCEL 9C



PERPETUAL EASEMENT - PARCEL 9C  
 32ND AVE S RECONSTRUCTION  
 LOT 1, BLOCK 1, SOUTHPONTE  
 1ST ADDITION  
 SECTION 25, T139N, R49W  
 FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063  
 Date: 09/17/2021  
 Drawn By: Mike J  
 Checked By: Boyd E  
 Approved By: Boyd E

# EASEMENT EXHIBIT "A"

Parcel 9C  
(Perpetual Easement)

A perpetual easement, over, under and across that part of Lot One, except the South Two Hundred feet thereof, in Block One, of SOUTHPOINTE 1ST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The south 85.00 feet of the north 160.00 feet of the west 5.00 feet of said Lot One.

Said parcel contains 425 square feet, more or less, and is subject to existing easements of record.



### CERTIFICATION

I, Boyd D. Erbele, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed Boyd D. Erbele  
Boyd D. Erbele  
North Dakota Professional Land Surveyor  
License Number LS-7986

Date 9-17-2021



PERPETUAL EASEMENT - PARCEL 9C  
32ND AVE S RECONSTRUCTION  
LOT 1, BLOCK 1, SOUTHPOINTE  
1ST ADDITION  
SECTION 25, T139N, R49W  
FARGO, NORTH DAKOTA

Apex Project #: 20.103.0063  
Date: 09/17/2021  
Drawn By: Mike J  
Checked By: Boyd E  
Approved By: Boyd E