

FARGO CITY COMMISSION AGENDA
Tuesday, January 21, 2025 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, January 8, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in The District of Fargo Fifth Addition to the City of Fargo, Cass County, North Dakota.
- 2. Memorandums of Understanding between United States Department of Veterans Affairs, Fargo VA Health Care System and Fargo Police Department.
- 3. Gaming Site Authorization for Fargo Park District Foundation at CJ's Tavern.
- 4. Applications for Games of Chance:
 - a. Fargo Ducks Unlimited for a raffle on 2/7/25.
 - b. Fargo-Moorhead Symphony Orchestra for a raffle on 2/22/25.
 - c. Holy Spirit Church for a raffle on 2/16/25.
 - d. ND Nursery, Greenhouse and Landscape Association for bingo and a raffle on 1/28/25.
 - e. NDSU Saddle and Sirloin Club for a raffle on 2/15/25.
 - f. NDSU Saddle and Sirloin Club for a raffle on 3/26/25.
 - g. Outdoor Adventure Foundation for a raffle board on 3/22/25.
 - h. Vietnam Veterans of America Chapter 941 for a raffle and calendar raffle from 2/1/25-2/28/25.
 - i. Whitetails Unlimited, Inc. for a raffle on 2/22/25.
 - j. Women's Care Center (Firstchoice Clinic) for a raffle on 2/13/25.
- 5. Negative Final Balancing Change Order No. 3 in the amount of -\$14,885.23 for Project No. PR-24-F1.
- 6. Bid award to Midwest Seeding, Inc. in the amount of \$89,977.00 for Project No. ER-24-C1.
- 7. Bid award to Master Construction Company, Inc. in the amount of \$526,790.00 for Project No. UR-24-C1.
- 8. Create Improvement District No. BR-25-E (Paving and Utility Rehab/Reconstruction).

9. Reimbursement to Designer Homes in the amount of \$18,083.00 for repair and backfill of the old borrow site located at 5865 31st Street South.
10. Agreement for Construction of Floodwall and Grant of Floodwall Easement with John and Sherian Stern for property located at 1458 South River Road.
11. Supplement No. 4 to Ground Lease with the Park District of the City of Fargo (Carlson Library and Ed Clapp Senior Center).
12. Items from the FAHR Meeting:
 - a. Utilization of donations received during the 2025 Giving Hearts Day campaign to replace two K-9's at the Police Department.
 - b. Grant Agreement with Youthworks.
 - c. Bid award for 2025 contracted forestry services to Cougar Tree Care, Inc., All-Terrain Grounds Maintenance and Carr's Tree Service and related agreements as presented (RFPs 21023, 22002, 24223 and 24291).
 - d. Agreement with the City of West Fargo for the 12th Avenue Industrial Division, which includes \$52,843.72 payment in lieu of public dedication of parkland.
 - e. Allocation of \$372,416.00 from the Public Safety Sales Tax for the Sole Source Procurement of a Modular Vehicle Barrier system.
 - f. Acceptance of up to \$25,000.00 from the Organized Crime Drug Enforcement Task Forces for the reimbursement of overtime hours worked by Task Forces Detectives and related budget adjustment.
13. Change Order No. 1 in the amount of \$7,763.36 for Fire Station No. 5.
14. Notice of Grant Award from the ND Department of Health and Human Services to increase the number of Farm to School/Table Programs (CFDA #93.110).
15. Interim Agreement for Health Officer Services with Dr. Jessie Lindemann, MD.
16. Adjustment of the items to be purchased with the 2025 Project Safe Neighborhoods (PSN) Grant Program dollars.
17. Bid award and Agreement for Services with Valley Veterinary Hospital, P.C. for animal pound services (RFP25007).
18. Subrecipient Agreement with YWCA Cass Clay - 2025 Community Development Block Grant (CDBG) Funds for Emergency Shelter Facility Improvements at 3000 South University Drive.
19. Bid award to Sanitation Products in the amount of \$388,956.00 for two three-wheeled mechanical street sweepers (RFP25027).
20. Bid award to Fargo Freightliner in the amount of \$239,655.00 for the purchase of a heavy-duty tandem axle truck chassis with dump body (RFP24366).
21. Task Order Amendment No. 2 with Stantec in the amount of \$67,289.55 for Project No. SW 23-01.
22. Task Order No. 25-01 from Stantec in the amount of \$282,294.00 for 2025 General Engineering Services.

23. Interim Financing Agreement, Series E with Garrison Diversion Conservancy District, Lake Agassiz Water Authority and the City of Grand Forks for the 2023-2025 biennial work plan for the Red River Valley Water Supply Project.
24. Resolution Authorizing the Issuance and Sale of \$35,000,000.00 City of Fargo Taxable Sales Tax and Water Revenue Bond for the Lead Service Line Replacement (LSLR) Project (Project No. WA2403).
25. One-year extension to the Electrical Services Agreement with Sun Electric, Inc. for electrical services for the water utility.
26. Bills.

REGULAR AGENDA:

27. 2024 Downtown Fargo Business Improvement District Overview.

PUBLIC HEARINGS - 5:15 pm:

28. **PUBLIC HEARING** – The Pines at the District Seventh Addition (3960 53rd Avenue South); approval recommended by the Planning Commission on 6/4/24:
 - a. Zoning Change from LC, Limited Commercial with a C-O, Conditional Overlay to LC, Limited Commercial with a C-O, Conditional Overlay and MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of The Pines at the District Seventh Addition.
29. Recommendation to receive and file an Ordinance Relating to Conference Center and City Lodging Tax.
30. Commissioner Kolpack would like Human Resources to provide an overview of employee exit interviews.
31. Liaison Commissioner Assignment Updates.
32. **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).**

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

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

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN THE DISTRICT OF FARGO FIFTH 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 proposed rezoning of certain parcels of land lying in The District of Fargo Fifth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on December 3, 2024; and,

WHEREAS, the rezoning changes were approved by the City Commission on January 8, 2025,

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 The District of Fargo Fifth Addition to the City of Fargo, Cass County, North Dakota,

that is currently zoned "LC", Limited Commercial, District, with an existing "C-O", Conditional Use Overlay, District, as established by Fargo Municipal Ordinance No. 4634, will hereby retain the base zoning of "LC", Limited Commercial, District, and repeal said "C-O", Conditional Use Overlay, District, and re-establish the "C-O", Conditional Use Overlay, District as follows:

A. Commercial Developments.

1. Building Form and Style.

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- 1.1 All building elevations/facades greater than 200 feet in length, measured horizontally from vertical edge to vertical edge, shall incorporate wall plane projections or recesses. Each projection and/or recess shall have a depth of at least two (2) feet, and the 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.
 - 1.2 Ground floor facades that are within 150 feet of the right of way, measured from the exterior wall, shall have arcades, display windows, entry areas, awnings, spandrel glass, ground level landscaping, or other such features along no less than fifty (50) percent of its horizontal length.
 - 1.3 Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally- colored and textured concrete masonry units or systems, 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.
 - 1.4 Accent Materials. In conjunction with the principal materials listed above in Section 1.3., finished wood and vinyl accent materials may also be used to construct or clad exterior walls. Accent materials shall be applied to no greater than twenty (20) percent of each building façade.
 - 1.5 Loading/unloading areas, building service entrances, loading docks, overhead doors, and ground level HVAC units within 150 feet of public right-of-way shall be visually 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

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

7 2. Site Design.

8 2.1 A minimum of five (5) percent of the internal surface area of the parking lot shall
9 be 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
12 sidewalks with Zoning Administrator approval. An on-site system of pedestrian
13 walkways shall be 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
22 Administrator.

23 3 Prohibited Uses. The following uses are prohibited:

3.1 Detention facilities;

3.2 Self-service storage;

3.3 Vehicle repair;

3.4 Vehicle service, limited;

3.5 Industrial uses; and

3.6 Adult establishments.

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4 Prohibited Signage. The following signs are prohibited:

- 4.1 Fence Sign: a sign affixed in any way to or painted on a fence.
- 4.2 Off Premises Sign: a sign which directs attention to a business, profession, product, service, activity or entertainment not conducted, sold or offered on the premises upon which the sign is located. One pylon sign to be shared with all three (3) businesses is allowed for proximity next to the interstate with a height limit of sixty (60) feet.
- 4.3 Pennant: a flag tapering to a point usually strung together by line or rope.
- 4.4 Portable Sign: any sign designed to be moved easily and is not permanently affixed to the ground, structure or building.
- 4.5 Roof Sign: a sign erected above the highest point of a flat roof or mounted on a gable pitched or hipped roof.
- 4.6 Vehicular Sign: a sign or business identification affixed to any vehicle, including, but not limited to automobiles, trucks, tractors, trailers, wagons, carts, manufactured homes, and similar vehicles and their accessories.
- 4.7 Window Sign: a sign painted or applied directly on a window or affixed to the outside or inside of a window.

B. Residential Developments.

1. Building Form and Style.

- 1.1 Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, 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

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wood and vinyl shall be allowed on residential structures but should not exceed 75% of the building elevation.

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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.

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2. Site Design.

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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.

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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:

13
2.2.1 Parking lots;

14
2.2.2 Any public sidewalk or multi-use path along the perimeter of the lot;

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2.2.3 Entrances of other buildings of the site;

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

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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; and

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2.2.6 Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

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3. Prohibited Signage. The following signs are prohibited:

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FARGO, NORTH DAKOTA

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- 3.1 Fence Sign: a sign affixed in any way to or painted on a fence.
- 3.2 Off-Premises Sign: a sign which directs attention to a business, profession, product, service, activity or entertainment not conducted, sold or offered on the premises upon which the sign is located. One pylon sign to be shared with all three (3) businesses is allowed for proximity next to the interstate with a height limit of sixty (60) feet.
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- 3.6 Vehicular Sign: a sign or business identification affixed to any vehicle, including, but not limited to automobiles, trucks, tractors, trailers, wagons, carts, manufactured homes, and similar vehicles and their accessories.
- 3.7 Window Sign: a sign painted or applied directly on a window or affixed to the outside or inside of a window.

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

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

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Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steve Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

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January 16, 2025

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

RE: Memorandums of Understanding between Veteran's Affairs and Fargo Police Department

Dear Mayor and Commissioners,

Please find attached for your consideration and approval two (2) Memorandum of Understanding between Veteran's Affairs and the Fargo Police Department. The MOU's are particular to the VA properties located at 721 1st Avenue North and 2101 North Elm Street, and detail the instances in which the VA Police Services may ask for assistance from the Fargo Police Department. Similar agreements have been in place for many years and the services provided are consistent with existing practices.

Suggested Motion: I move to approve two (2) Memorandums of Understanding between the United States Department of Veterans Affairs and the Fargo Police Department for the interagency coordination concerning law enforcement, emergency response, requests for assistance and security at VA properties located at 721 1st Avenue North and 2101 North Elm Street, Fargo, ND.

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

Regards,

Nancy J. Morris

NJM/lmw

cc: Chief Zibolski

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
FARGO VA HEALTH CARE SYSTEM
AND
FARGO POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) Fargo VA Healthcare System (Fargo VAHCS) and the Fargo Police Department, hereinafter referred to as "parties."

1. **PURPOSE.** To establish general working relationships between the Fargo VAHCS Police Service and Fargo Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at Fargo VAHCS located at Fargo VAHCS and outlying buildings located within the gates at 2101 North Elm St, Fargo, ND 58102.

2. REFERENCES.

- a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000
- c) SOP Chapter III, Section K

3. GENERAL.

- a. Fargo VAHCS, also known as Fargo VA Medical Center, is located in the City of Fargo. Fargo VAHCS provides primary, specialty, and extended care to Veterans throughout Fargo. The mission of the Fargo VAHCS is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.
- b. The Fargo VAHCS Police Service has exclusive jurisdiction on property located at the Fargo VAHCS. This means they possess the sole authority to exercise all federal law enforcement. However, there may be instances where the Fargo VAHCS Police Service will request additional law enforcement support and aid which allows the Fargo Police Department to exercise their law enforcement capacity on site.

4. RESPONSIBILITIES:

- a. Fargo VAHCS Police Service will:

(1) Maintain law and order and enforce Federal and state laws and VA regulations at the Fargo VAHCS, including the hospital building and designated parking lots, for the protection of property owned or occupied by the Fargo VAHCS and persons on the property.

(2) Provide primary initial response to any and all incidents or emergency situations at the Fargo VAHCS.

b. Fargo Police Department will:

(1) Respond to Fargo VAHCS Police Service's requests for assistance. Such assistance may include, but not limited to, the following situations:

- (A) Armed hostage taking situations that would require an armed response to assist Fargo VAHCS Police Service in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
- (B) Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave Fargo VAHCS Police Service jurisdiction.
- (C) Vehicle accident investigations, which may result in injuries, or death involving the Fargo VAHCS Police Service patrol vehicles.
- (D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles clear access to the facility.

(2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to Fargo VAHCS patients, visitors, medical staff or themselves.

(3) Provide assistance in the transportation of prisoner(s) who have been arrested at the Fargo VAHCS on occasions when there are only two Fargo VAHCS Police Officers on duty.

(4) Authorize access to and use of Fargo Police Department central dispatch and patrol units in the field for Fargo VAHCS Police Service. The parties agree that the access and use of such information is solely limited to official law enforcement purposes and that the process of reprogramming Fargo VAHCS radios would be at no cost to the City of Fargo.

(5) Should any Fargo VAHCS Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, Fargo Police Department may provide investigative

assistance to Fargo VAHCS Police Service. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.

(6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA Medical Center Police Service develop a plan to enter into partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a Veteran(s).

5. ACCEPTANCE & RATIFICATION

a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.

b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.

c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

FOR DEPARTMENT OF VETERANS AFFAIRS FARGO HEALTHCARE SYSTEM

James Casias
Chief of Police, U.S. Dept. Veterans Affairs
Fargo VA Health Care System

Date

Rod Gellner
Interim Director, Fargo VA Health Care System

Date

FOR FARGO POLICE DEPARTMENT

David Zibolski
Chief of Fargo Police

Date

CITY OF FARGO, A NORTH DAKOTA MUNICIPAL CORPORATION

Timothy J. Mahoney, M.D., Mayor

Date

Attest:

Steven Sprague, City Auditor

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
FARGO VA HEALTH CARE SYSTEM
AND
FARGO POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) Fargo VA Healthcare System (Fargo VAHCS) and the Fargo Police Department, hereinafter referred to as "parties."

1. **PURPOSE.** To establish general working relationships between the Fargo VAHCS Police Service and Fargo Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at North Fargo VA Clinic (Community Resource & Referral Center) located at 721 1st Avenue N, Fargo, ND 58102.

2. REFERENCES.

- a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000
- c) SOP Chapter III, Section K

3. GENERAL.

- a. North Fargo VA Clinic is located in the City of Fargo. North Fargo VA Clinic provides primary, specialty, and extended care to Veterans throughout Fargo. The mission of the Fargo North Clinic is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.
- b. The Fargo Police Department has concurrent jurisdiction with the Fargo VAHCS Police Service over the North Fargo VA Clinic property. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with Fargo VAHCS Police Service on North Fargo VA Clinic property.

4. RESPONSIBILITIES.

- a. Fargo VAHCS Police Service will:
 - (1) Maintain law and order and enforce Federal and state laws and VA regulations at the Fargo North VA Clinic, including the building and designated parking lots, for the protection of property owned or occupied by the Fargo VAHCS and persons on the property.

(2) Provide assistance to the Fargo Police Department in any and all incidents or emergency situations at the Fargo North VA Clinic.

b. Fargo Police Department will:

(1) Respond to the Fargo VAHCS Police Service's requests for assistance. Such assistance may include, but not limited to, the following situations:

- (A) Armed hostage taking situations that would require an armed response to assist Fargo VAHCS Police Service in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
- (B) Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave Fargo VAHCS Police Service jurisdiction.
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(6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VAHCS Police Service develop a plan to enter into partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a Veteran(s).

5. ACCEPTANCE & RATIFICATION

a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.

b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.

c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

FOR DEPARTMENT OF VETERANS AFFAIRS FARGO HEALTHCARE SYSTEM

James Casias
Chief of Police, U.S. Dept. Veterans Affairs
Fargo VA Health Care System

Date

Rod Gellner
Interim Director, Fargo VA Health Care System

Date

FOR FARGO POLICE DEPARTMENT

David Zibolski
Chief of Fargo Police

Date

CITY OF FARGO, A NORTH DAKOTA MUNICIPAL CORPORATION

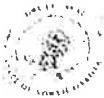
Timothy J. Mahoney, M.D., Mayor

Date

Attest:

Steven Sprague, City Auditor

Date



GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (4-2023)

3

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

Full, Legal Name of Gaming Organization

Fargo Park District Foundation

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

Name of Location

CJ's Tavern

Street

1500 East Rose Creek Pkwy S

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

April 1, 2025

Ending Date(s) Authorized

June 30, 2025

Number of Twenty-One
 tables, if zero enter '0'

1

Specific location where games of chance will be conducted and played at the site (required)

Conducted in East Room | Played - 2nd floor except bathroom and employee areas

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

NA

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

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

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

Days of week of gaming operations (if restricted)

Sunday - Saturday

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General

Date

Signature of City/County Official

Steven Sprague/City Auditor

Date

1/21/25

PRINT Name and official position of person signing on behalf of city/county above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

AW

PCC

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*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Fargo Ducks Unlimited		Dates of Activity (Does not include dates for the sales of tickets) 2-7-25	
Organization or Group Contact Person Dalton Dryburgh	E-mail borknasty@gmail.com	Telephone Number 701-261-1949	
Business Address 909 32nd Ave NW	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Rose Creek Golf Course		County Cass	
Site Physical Address 1500 East Rose Creek Parkway	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 2/7/25			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	See Attached	
Raffle	See Attached	
Raffle	See Attached	
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Wildlife Habitat Projects in North Dakota

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 for \$40,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer Dalton Dryburgh	Telephone Number 701-261-1949	E-mail Address borknasty@gmail.com
Signature of Organization Group's Permit Organizer <i>Dalton Dryburgh</i>	Title Area Chairman	Date 12-10-24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

✓ 1/15/25

46

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

Games to be conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddiewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddiewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Fargo - Moorhead Symphony Orchestra		Dates of Activity (Does not include dates for the sales of tickets) 2/22/25	
Organization or Group Contact Person Bill Ruelle	E-mail bill@fmsymphony.org	Telephone Number 701-478-3676	
Business Address 808 3rd Ave S, Suite 300	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo Theatre	County Cass
Site Physical Address 314 Broadway	City Fargo
	State ND
	ZIP Code 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
50/50 raffle on 2/22/25

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
	50/50	
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Proceeds will be used to support upcoming educational programming for area students

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 an 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 for \$40,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer Bill Ruelle	Telephone Number 701-478-3676	E-mail Address bill@fmsymphony.org
Signature of Organization Group's Permit Organizer <i>Bill Ruelle</i>	Title Development Director	Date 1/15/25

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
 SFN 9338 (9-2023)

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1/24/25

40

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddiewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddiewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group <i>Holy Spirit Church</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>2/16/25</i>	
Organization or Group Contact Person <i>Jack Gaa</i>	E-mail <i>jlga@1975@gmail.com</i>	Telephone Number <i>701-330-1975</i>	
Business Address <i>1430 74th St. N</i>	City <i>Fargo, ND</i>	State <i>ND</i>	ZIP Code <i>58102</i>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <i>Same as above</i>	County
Site Physical Address	City
	State
	ZIP Code

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
2/16/25

PRIZE / AWARD INFO (if more than THREE prizes, please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
<i>raffle</i>	<i>handmade quilt</i>	<i>\$250.⁰⁰</i>
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
HotC charities, Seminars, Emergency Food Pantry, Churches

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 for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52860 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

Yes No

Printed Name of Organization Group's Permit Organizer <i>Jack Gaa</i>	Telephone Number <i>701-330-1975</i>	E-mail Address <i>jlga@1975@gmail.com</i>
Signature of Organization Group's Permit Organizer <i>Jack Gaa</i>	Title <i>Financial Secretary</i>	Date <i>1/17/25</i>

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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

Applying for (check one)
 Local Permit Restricted Event Permit*
 Games to be conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddiewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddiewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group: ND Nursery, Greenhouse & Landscape Assoc. Dates of Activity (Does not include dates for the sales of tickets): 01/28/25
 Organization or Group Contact Person: Lisa Grindberg E-mail: info@ndnrgla.com Telephone Number: 701-886-7673
 Business Address: PO Box 10604 City: Fargo State: ND ZIP Code: 58107
 Mailing Address (if different): _____ City: _____ State: _____ ZIP Code: _____

SITE INFO

Site Name: Delta by Marriott County: Cass
 Site Physical Address: 1635 42nd St SW City: Fargo State: ND ZIP Code: 58103
 Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/4, 12/31, Raffle - 10/30, 11/30, 12/31, etc.)
01/28/25 3 hrs

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	raffle prize	see attached
Texas Hold'em	raffle prize	see attached
Blackjack	raffle prize	see attached
Total		\$
<i>(limit \$40,000 per year)</i>		

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: _____
 Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes No
 Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
 Yes No
 Has the organization or group received a local permit from an 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 for \$40,000 per fiscal year)
 Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
 Yes No

Printed Name of Organization Group's Permit Organizer: Lisa Grindberg Telephone Number: 701-886-7673 E-mail Address: info@ndnrgla.com
 Signature of Organization Group's Permit Organizer: [Signature] Title: Executive Director Date: 01/09/25



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

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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*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group NDSU Saddle and Sirlain Club		Dates of Activity (Does not include dates for the sales of tickets) 02/15	
Organization or Group Contact Person Amy Volk		E-mail amy.l.volk@ndsu.edu	Telephone Number (701) 681-1180
Business Address PO Box 6050		City Fargo	State ND
Mailing Address (if different)		City	ZIP Code 58103

SITE INFO

Site Name Sheppard Arena		County	
Site Physical Address 1350 Albrecht Blvd		City Fargo	State ND
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle 02/15		ZIP Code 58102	

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	cash prize 50/50	\$ 1000.00
Total (limit \$40,000 per year)		\$ 1000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
 sending students to national conference

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 1-800-328-9240)
 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 an 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 for \$40,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer Amy Volk	Telephone Number (701) 681-1180	E-mail Address amy.l.volk@ndsu.edu
Signature of Organization Group's Permit Organizer Amy Volk	Title Fundraising Co-chair	Date 01/13/2025

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

(Handwritten initials)

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*

*See instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group: **NDSU Saddle and Sirloin** Dates of Activity (Does not include dates for the sales of tickets): **March 26, 2025**

Organization or Group Contact Person: **Julia Marthaler** E-mail: **julia.marthaler@ndsu.edu** Telephone Number: **3204295307**

Business Address: **Hultz Hall 100, NDSU** City: **Fargo** State: **ND** ZIP Code: **58108**

Mailing Address (if different): **NDSU Dept 7630, PO Box 6050** City: **Fargo** State: **ND** ZIP Code: **58108**

SITE INFO

Site Name: **Shepherd Arena** County: **Cass**

Site Physical Address: **1350 Albrecht Blvd** City: **Fargo** State: **ND** ZIP Code: **58102**

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
March 26, 2025

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Half of the money raised	~2000\$
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: **Donate half to the family we are raising money for and the winner gets the other half**

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 an 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: **~2000\$** (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer: **Julia Marthaler** Telephone Number: **3204295307** E-mail Address: **julia.marthaler@ndsu.edu**

Signature of Organization Group's Permit Organizer: *Julia Marthaler* Title: **Philanthropy Chair** Date: **01/14/2025**

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

1/15/25

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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*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Outdoor Adventure Foundation		Dates of Activity (Does not include dates for the sales of tickets) 3-22-25	
Organization or Group Contact Person BRIAN SOLUM	E-mail BRIANSE@NDOAF.ORG	Telephone Number 701 361-1888	
Business Address 415 38th St. S. Suite E	City FARGO	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name The Hilton Garden Inn	County CASS
Site Physical Address 4351 17th Ave. S.	City FARGO
	State ND
	ZIP Code 58103

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	BANKS Blind	\$4,995.00
Raffle Board	APF Custom Rifle	1,850.00
Raffle	Ice House Package	1,400.00
Total (limit \$40,000 per year)		\$ 20,245.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Provide hunting, fishing, + outdoor adventures for Disabled Veterans + youths with Cancer.

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 an 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 for \$40,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer BRIAN SOLUM	Telephone Number 701 361-1888	E-mail Address BRIANSE@NDOAF.ORG
Signature of Organization Group's Permit Organizer <i>Brian Solum</i>	Title President	Date 1-15-25



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 28 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

4h

Applying for (check one)

Local Permit Restricted Event Permit*

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

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group VIETNAM VETERANS OF AMERICA CHAPTER 941		Dates of Activity (Does not include dates for the sales of tickets) FEB 1st - FEB 28th	
Organization or Group Contact Person LARRY NICHOLSON	E-mail larrynicholson02@gmail.com	Telephone Number 701-412-7992	
Business Address 918 14th St. So.	City MOORHEAD	State MN	ZIP Code 56560
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name RAMADA INN	County CASS
Site Physical Address 3333 13th Ave. So.	City FARGO
	State ND
	ZIP Code 58103

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)

CALENDAR RAFFLE 2/1, 2/3, 2/4, 2/5, 2/6, 2/7, 2/8, 2/10, 2/11, 2/12, 2/13, 2/14, 2/15, 2/17, 2/18, 2/19, 2/20, 2/21, 2/22, 2/24, 2/25

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
CALENDAR RAFFLE	DRAWING EACH MON-FRI = \$50 EACH SAT = \$100.	\$ 1400.⁰⁰
Total (limit \$40,000 per year)		\$ 4000.⁰⁰

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
DONATIONS TO: ND/MN HONOR FLIGHT, VETERANS' HOMES, ND AM VETS FARGO AIR MUSEUM, AMER LEGIONS

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 an 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: **\$4000.⁰⁰** (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer REX PELNES	Telephone Number 480-215-9780	E-mail Address rexpelnes@gmail.com
Signature of Organization Group's Permit Organizer <i>Rex Pelnes</i>	Title VVA SECRETARY / RAFFLE COORDINATOR	Date 01/03/2025

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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

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

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

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group: Whitetails Unlimited, Inc. Dates of Activity (Does not include dates for the sales of tickets): 02.22.2025

Organization or Group Contact Person: Cynthia Tourmo E-mail: ctourmo@whitetailsonline.com Telephone Number: 920-743-6777 Ex 104

Business Address: 2100 Michigan Street City: Sturgeon Bay State: WI ZIP Code: 54235

Mailing Address (if different): PO Box 720 City: Sturgeon Bay State: WI ZIP Code: 54235

SITE INFO

Site Name: Radisson Blu County: Cass

Site Physical Address: 201 5th Street N. City: Fargo State: ND ZIP Code: 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle - 02.22.2025

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
	<u>SEE ATTACHED</u>	
<u>intended use of Proceeds</u>		Total (limit \$40,000 per year) <u>\$ 9,098.00</u>

research, wildlife agency assistance, habitat enhancement/acquisition, scholarships, educational materials, hunter safety/education, anti-poaching measures, and cooperative projects with other conservation organizations.

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 an 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 for \$40,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer: Cynthia Tourmo Telephone Number: 920-743-6777 Ex 104 E-mail Address: ctourmo@whitetailsonline.com

Signature of Organization Group's Permit Organizer: Cynthia Tourmo Title: VP of Finance Date: 01.16.2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

41

Applying for (check one)

Local Permit Restricted Event Permit*

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

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Women's Care Center (FirstChoice Clinic)		Dates of Activity (Does not include dates for the sales of tickets) February 13, 2025	
Organization or Group Contact Person Mona Franck	E-mail mona@wccnd.com	Telephone Number 701-237-5902	
Business Address 103 University Dr N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Suite Shots	County Cass
Site Physical Address 3400 James Way	City Fargo
	State ND
	ZIP Code 58104

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)

Thursday, February 13, 2025 50/50 Raffle

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	50/50 Raffle	
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Client Care

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 an 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 for \$40,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer Mona Franck	Telephone Number 701-237-5902	E-mail Address mona@wccnd.com
Signature of Organization Group's Permit Organizer	Title Office Manager	Date

5

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. PR-24-F1 Type: Negative Final Balancing Change Order #3

Location: Various Locations Date of Hearing: 1/13/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/21/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, related to Negative Final Balancing Change Order #3 in the amount of \$-14,885.23 to reconcile the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of \$-14,885.23 which brings the total contract amount to \$2,545,857.13.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Northern Improvement Co.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-14,885.23, which brings the total contract amount to \$2,545,857.13 to Northern Improvement Co.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds & Sales Tax

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

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Hoogland, Project Manager
Date: January 10, 2025
Re: Project No. PR-24-F1 – Negative Final Balancing Change Order #3

Background:

Project No. PR-24-F1 is a project to mill & overlay streets in the City. This work was done in 8 areas of the City.

Negative Final Balancing Change Order #3 in the amount of -\$14,885.23 reconciles the final quantities for the project. This change order includes additional pay items for work requested by the Engineering Department from the Contractor. The cost of this additional work totals \$9,150.00.

Original Contract:	\$2,550,072.20
Change Order #1	\$ 1,801.16
Change Order #2	\$ 8,869.00
Change Order #3 (FBCO)	\$ -14,885.23
Total Contract:	\$2,545,857.13

The project is funded through Special Assessments and City Funds.

Recommended Motion:

Approve Negative Final Balancing Change Order #3 in the amount of -\$14,885.23.

JMH/klb
Attachment

SECTION 1 - 3RD ST N TO BROADWAY BETWEEN 15TH AVE N TO 19TH AVE N, 15TH AVE N FROM BROADWAY TO ELM ST N., SECTION 2 - BROADWAY N FROM 9TH AVE N TO 12TH AVE N., SECTION 3 - 4TH ST N, 3RD AVE N & 5TH ST N., SECTION 4 - 14TH ST N AND NP AVE N., SECTION 5 - 23RD ST S AND 1ST AVE S., SECTION 6 - 23RD ST. S, 12TH AVE S, 9TH AVE S & 6TH AVE S., SECTION 7 - 18TH ST S TO 21ST ST S BETWEEN 6TH AVE S AND 11TH AVE S., SECTION 8 - 36TH ST N BETWEEN MAIN AVE AND 7TH AVE N.

Change Order No 3 Change Order Date 1/9/2025
Contractor Northern Improvement Co

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

EXPLANATION OF CHANGE Change Order # 3

- Updates quantities with those measured in the field.
- Added item - Section 5 - Repair Inlet
- Added item - Section 7 - Repair Inlet
- Added item - Section 7 - F&I Repair Band 4" thru 12" Dia.
- Added item - Section 7 - extra adjustment rings (14) (Special Item A)

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 1	2	Rem & Repl Curb & Gutter	LF	500	500	500	362.3	\$80.00	-\$11,016.00
		Remove							
Section 3		Sidewalk All Thicknesses	SY	648	648	648	739.73	\$21.50	\$1,972.20
		All Types							
Section 4		Rem & Repl Driveway 6"	SY	50	50	50	1.32	\$135.00	-\$6,571.80
		Thick Reinf Conc							

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	5	Rem & Repl Pavement 7" Thick Asph	SY	100	100	100	-100	0	\$92.00	-\$9,200.00
	6	F&I Repair Band 4" thru 12" Dia	EA	1	1	1	-1	0	\$1,850.00	-\$1,850.00
	7	Repair Inlet	EA	5	5	5	1	6	\$450.00	\$450.00
	8	Adjust Curb & Gutter - Mud/Sand Jack	LF	2000	2000	2000	1201	3201	\$15.75	\$18,915.75
	9	Adjust Driveway - Mud/Sand Jack	SF	3000	3000	3000	-605	2395	\$4.20	-\$2,541.00
	10	Casting to Grade - no Conc	EA	35	35	35	-10	25	\$325.00	-\$3,250.00
	12	F&I Sidewalk 4" Thick Reinf Conc	SY	250	250	250	208.94	458.94	\$110.00	\$22,983.40
	13	F&I Sidewalk 6" Thick Reinf Conc	SY	398	398	398	-78.19	319.81	\$115.00	-\$8,991.85
	14	F&I Det Wam Panels Cast Iron	SF	736	736	736	22	758	\$55.00	\$1,210.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	15	F&I Asphalt Pavement FAA 43 w/ PG58H-34 Mill / Grind	Ton	4700	4700	4700	314.91	5014.91	\$85.25	\$26,846.08
	16	Asphalt Pvmnt Along Curb Mill / Grind	LF	5631	12760	17209	1182	18391	\$2.00	\$2,364.00
	17	Asphalt Pvmnt 1" to 2" Thick	SY	10257		10257	176.13	10433.13	\$3.00	\$528.39
	18	Sodding	SY	500		500	211.64	711.64	\$63.00	\$13,333.32
	19	Paint Epoxy Line 4" Wide	LF	1966		1966	-10	1956	\$3.35	-\$33.50
	20	Paint Epoxy Line 16" Wide	LF	18		18	-1	17	\$23.10	-\$23.10
								Section 1 Sub Total		\$45,125.88
Change Order 3	26	F&I Repair Band 4" thru 12" Dia	EA	0		0	1	1	\$1,850.00	\$1,850.00
	27	Repair Inlet	EA	0		0	2	2	\$450.00	\$900.00
	28	Repair Inlet	EA	0		0	1	1	\$450.00	\$450.00
	29	Special Bid Item A	LS	0		0	1	1	\$5,950.00	\$5,950.00
								Change Order 3 Sub Total		\$9,150.00
Section 2	31	Rem & Repl Curb & Gutter	LF	100		100	-83.8	16.2	\$80.00	-\$6,704.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	32	Adjust Curb & Gutter - Mud/Sand Jack	LF	250		250	-157	93	\$15.75	-\$2,472.75
	33	Adjust Driveway - Mud/Sand Jack	SF	500		500	-500	0	\$4.20	-\$2,100.00
	35	GV Box to Grade - no Conc	EA	3		3	-1	2	\$100.00	-\$100.00
	36	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	700		700	14.98	714.98	\$87.00	\$1,303.26
	37	Mill / Grind Asphalt Pvmt Along Curb	LF	-9693	12760	3130	-63	3067	\$2.90	-\$182.70
	38	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	200		200	270	470	\$11.00	\$2,970.00
	39	Sodding	SY	50		50	-49	1	\$63.00	-\$3,087.00
	40	Paint Epoxy Line 4" Wide	LF	690		690	299	989	\$3.35	\$1,001.65
	41	Paint Epoxy Line 8" Wide	LF	113.5		113.5	8.5	122	\$7.80	\$66.30
	43	Paint Epoxy Message	SF	16		16	16	32	\$26.25	\$420.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	44	F&I Detection In-Ground Loop	EA	2	2	0	-2	0	\$4,725.00	-\$9,450.00
Section 3	46	Rem & Repl Curb & Gutter	LF	100	100	100	122.5	222.5	\$80.00	\$9,800.00
	47	Remove Sidewalk All Thicknesses All Types	SY	30.999999999999993	30.999999999999993	30.999999999999993	36.13	67.13	\$45.00	\$1,625.85
	48	Rem & Repl Casting - Inlet	EA	1	1	1	-1	0	\$850.00	-\$850.00
	49	Repair Inlet	EA	1	1	1	1	2	\$500.00	\$500.00
	50	Casting to Grade - no Conc	EA	26	26	26	-2	24	\$470.00	-\$940.00
	51	GV Box to Grade - no Conc	EA	20	20	20	-1	19	\$100.00	-\$100.00
	52	F&I Sidewalk 6" Thick Reinf Conc	SY	30.999999999999993	30.999999999999993	30.999999999999993	36.13	67.13	\$150.00	\$5,419.50
	53	F&I Det Warn Panels Cast Iron	SF	108	108	108	-24	84	\$72.00	-\$1,728.00
	54	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1600	1600	1600	32.59	1632.59	\$86.00	\$2,802.74
									Section 2 Sub Total	-\$18,335.24

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	55	Mill / Grind Asphalt Pvmt Along Curb	LF	-11596	12760	1400	-236	1164	\$4.50	-\$1,062.00
	56	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	1202		1202	-17	1185	\$4.50	-\$76.50
	57	Paint Epoxy Line 4" Wide	LF	9190		9190	-62	9128	\$6.30	-\$390.60
	58	Paint Epoxy Line 8" Wide	LF	454		454	-10	444	\$8.00	-\$80.00
	59	Paint Epoxy Line 16" Wide	LF	234		234	-6	228	\$23.10	-\$138.60
	60	Paint Epoxy Line 24" Wide	LF	840		840	-18	822	\$26.25	-\$472.50
	61	Paint Epoxy Message F&I Grooved	SF	583		583	-2	581	\$26.25	-\$52.50
	62	Thermoplastic Pavement Marking Message	SF	155		155	-49	106	\$57.75	-\$2,829.75
	63	F&I Detection In-Ground Loop	EA	4		4	-2	2	\$4,500.00	-\$9,000.00
Section 4	65	Rem & Repl Curb & Gutter	LF	100		100	46.6	146.6	\$80.00	\$3,728.00
									Section 3 Sub Total	\$2,427.64

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	66	Rem & Repl Pavement 8" Thick Asph	SY	250		250	-176.9	73.1	\$100.00	-\$17,690.00
	67	Adjust Curb & Gutter - Mud/Sand Jack	LF	250		250	-165	85	\$15.75	-\$2,598.75
	68	Driveway - Mud/Sand Jack	SF	1000		1000	-916	84	\$4.20	-\$3,847.20
	69	Casting to Grade - no Conc	EA	1		1	-1	0	\$350.00	-\$350.00
	70	GV Box to Grade - no Conc	EA	1		1	-1	0	\$100.00	-\$100.00
	71	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	400		400	-33.48	366.52	\$89.00	-\$2,979.72
	73	Mill / Grind Asphalt Pymt 1" to 2" Thick	SY	500		500	61.65	561.65	\$4.50	\$277.43
	74	Sodding	SY	25		25	-16.89	8.11	\$63.00	-\$1,064.07
	75	Paint Epoxy Line 4" Wide	LF	364		364	-22	342	\$3.35	-\$73.70
	76	Paint Epoxy Line 8" Wide	LF	89		89	-14	75	\$8.00	-\$112.00
Section 4 Sub Total										-\$24,810.02

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 5	79	Remove Pipe All Sizes All Types	LF	20	20	20	5.9	25.9	\$155.00	\$914.50
	80	Rem & Repl Curb & Gutter	LF	30	30	30	16.9	46.9	\$80.00	\$1,352.00
	81	Remove Sidewalk All Thicknesses All Types	SY	10	10	10	3.36	13.36	\$42.00	\$141.12
	82	Repair Manhole Floor & Invert	EA	2	2	2	-1	1	\$2,310.00	-\$2,310.00
	83	F&I Pipe Liner 8" Dia 6 mm CIPP	LF	15	15	15	-3	12	\$1,200.00	-\$3,600.00
	84	Casting to Grade - no Conc	EA	4	4	4	1	5	\$410.00	\$410.00
	85	GV Box to Grade - no Conc	EA	7	7	7	1	8	\$100.00	\$100.00
	89	F&I Pipe w/GB SDR 26 -4" Dia PVC	LF	5	5	5	5.6	10.6	\$105.00	\$588.00
	90	F&I Pipe w/GB SDR 26 -6" Dia PVC	LF	10	10	10	-4	6	\$120.00	-\$480.00
	91	F&I Pipe w/GB SDR 26 -8" Dia PVC	LF	10	10	10	-0.7	9.3	\$315.00	-\$220.50

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	92	Rem & Repl Pavement 7" Thick Reinf Conc	SY	100	100		-29.57	70.43	\$150.00	-\$4,435.50
	93	F&I Sidewalk 6" Thick Reinf Conc	SY	30	30		-2.65	27.35	\$150.00	-\$397.50
	94	F&I Det Warn Panels Cast Iron	SF	32	32		8	40	\$56.00	\$448.00
	95	F&I Asphalt Pavement FAA 43 w/ PG58H-34 Mill / Grind	Ton	1222	1222		95.79	1317.79	\$88.00	\$8,429.52
	96	Asphalt Pvmt 1" to 2" Thick	SY	300	300		-137.5	162.5	\$10.00	-\$1,375.00
	97	Sodding	SY	25	25		-3.68	21.32	\$63.00	-\$231.84
	99	Paint Epoxy Line 4" Wide	LF	2365	2365		19	2384	\$3.35	\$63.65
								Section 5 Sub Total		-\$603.55
Section 6	103	Rem & Repl Curb & Gutter	LF	500	500		253.5	753.5	\$80.00	\$20,280.00
	104	Remove Sidewalk All Thicknesses All Types	SY	97	97		26.33	123.33	\$28.00	\$737.24

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	105	Rem & Repl Driveway 6" Thick Reinf Conc	SY	25	25	25	3.82	28.82	\$135.00	\$515.70
	106	Rem & Repl Pavement 9" Thick Asph	SY	500	500	500	204.92	704.92	\$101.00	\$20,696.92
	108	Repair Inlet	EA	4	4	4	4	8	\$450.00	\$1,800.00
	109	Adjust Curb & Gutter - Mud/Sand	LF	750	750	750	983	1733	\$15.75	\$15,482.25
	110	Jack	SF	2000	2000	2000	-1388	612	\$4.20	-\$5,829.60
	111	Casting to Grade - no Conc	EA	1	1	1	-1	0	\$425.00	-\$425.00
	113	F&I Sidewalk 6" Thick Reinf Conc	SY	103.99999999999999	103.99999999999999	103.99999999999999	32.39	136.39	\$140.00	\$4,534.60
	114	F&I Det Warn Panels Cast Iron	SF	176	176	176	16	192	\$56.00	\$896.00
	115	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3000	3000	3000	-555.66	2444.34	\$86.00	-\$47,786.76
	117	Sodding	SY	50.000000000000001	50.000000000000001	50.000000000000001	54.23	104.23	\$63.00	\$3,416.49

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	118	Paint Epoxy Line 4" Wide	LF	574	574	574	-14	560	\$3.35	-\$46.90
	119	Paint Epoxy Line 8" Wide	LF	100	100	100	-5	95	\$7.80	-\$39.00
	120	Paint Epoxy Line 16" Wide	LF	36	36	36	-22	14	\$23.10	-\$508.20
	121	Paint Epoxy Line 24" Wide	LF	108	108	108	-60	48	\$26.25	-\$1,575.00
									Section 6 Sub Total	\$12,148.74
Section 7	125	Rem & Repl Curb & Gutter	LF	200	200	200	-81.6	118.4	\$80.00	-\$6,528.00
	126	Remove Sidewalk All Thicknesses All Types	SY	87	87	87	25.19	112.19	\$28.00	\$705.32
	127	Rem & Repl Casting - Std Manhole	EA	20	20	20	-1	19	\$450.00	-\$450.00
	130	F&I Sidewalk 6" Thick Reinf Conc	SY	87	87	87	18.61	105.61	\$140.00	\$2,605.40
	131	F&I Det Warn Panels Cast Iron	SF	176	176	176	20	196	\$56.00	\$1,120.00
	132	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3280	3280	3280	70.38	3350.38	\$86.00	\$6,052.68

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	133	Sodding	SY	50		50	7.8	57.8	\$63.00	\$491.40
	134	Weed Control Type A	SY	22522		22522	-19413	3109	\$0.10	-\$1,941.30
Section 8	136	Rem & Repl Curb & Gutter	LF	100		100	-73.6	26.4	\$80.00	-\$5,888.00
	137	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50		50	-50	0	\$135.00	-\$6,750.00
	139	Repair Crack - Rout and Fill	LF	1600		1600	77	1677	\$1.60	\$123.20
	140	Adjust Curb & Gutter - Mud/Sand Jack	LF	250		250	29	279	\$15.75	\$456.75
	141	Casting to Grade - no Conc	EA	1		1	-1	0	\$375.00	-\$375.00
	143	F&I Asphalt Pavement FAA 43 w/ PG58H-34 Mill / Grind	Ton	1700		1700	-346.48	1353.52	\$80.00	-\$27,718.40
	144	Asphalt Pvmt Along Curb	LF	-10072	12760	3000	-312	2688	\$2.70	-\$842.40
	145	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	500		500	-16	484	\$5.00	-\$80.00
	146	Sodding	SY	25		25	-21.73	3.27	\$63.00	-\$1,368.99
Section 7 Sub Total										\$2,055.50

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	147	Paint Epoxy Line 4" Wide	LF	4728		4728	119	4847	\$3.35	\$398.65
Section 8 Sub Total										-\$42,044.19

Summary.

Source Of Funding	Sales Tax Funds & Special Assessments
Net Amount Change Order # 3 (\$)	-\$14,885.23
Previous Change Orders (\$)	\$10,670.16
Original Contract Amount (\$)	\$2,550,072.20
Total Contract Amount (\$)	\$2,545,857.13

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

APPROVED

For Contractor

Title



BANC
Vice President

APPROVED DATE

Department Head

Mayor

Attest



TICE

6

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

January 15, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. ER-24-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, January 15, 2025, for 9th Avenue South Slide Repair, Project No. ER-24-C1, located as follows: 9th Avenue South underpass between 36th Street South and 38th Street South.

The bids were as follows:

Midwest Seeding, Inc.	\$89,977.00
Northern Improvement Co	\$95,816.30
Dirt Dynamics	\$105,727.00
Earthwork Services, Inc	\$108,685.00
Master Construction Co Inc	\$121,611.00
Industrial Builders Inc	\$132,699.00
Engineers Estimate	\$114,093.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Midwest Seeding, Inc. in the amount of \$89,977.00 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.
City Engineer

Engineer's Statement Of Cost
Project # ER-24-C1
9th Avenue South Slide Repair

9th Ave S underpass between 36th St S and 38th St S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

9th Avenue South Slide Repair Project # ER-24-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous					
1	Mobilization	LS	1.00	17,000.00	17,000.00
2	Salvage & Install Fence	LF	108.00	51.00	5,508.00
3	Remove Tree	EA	2.00	250.00	500.00
4	Topsoil - Strip	CY	80.00	12.00	960.00
5	Topsoil - Import	CY	80.00	25.00	2,000.00
6	Embankment	CY	626.00	61.00	38,186.00
7	Excavation	CY	626.00	18.00	11,268.00
8	F&I Geogrid - Subgrade Reinf	SY	880.00	5.25	4,620.00
9	Seeding Type A	SY	433.00	5.00	2,165.00
10	Stormwater Management	LS	1.00	3,000.00	3,000.00
11	Sediment Control Log 6" to 8" Dia	LF	100.00	4.00	400.00
12	Inlet Protection - Existing Inlet	EA	6.00	155.00	930.00
13	Traffic Control - Type 1	LS	1.00	2,000.00	2,000.00
14	Mulching Type 1 Hydro	SY	480.00	3.00	1,440.00
Miscellaneous Total					89,977.00
Total Construction in \$					89,977.00

Engineering	10.00%	8,997.70
Admin	4.00%	3,599.08
Legal	3.00%	2,699.31
Interest	4.00%	3,599.08
Contingency	5.00%	4,498.85
Total Estimated Costs		113,371.02
Sales Tax Funds - Infrastructure - 420		113,371.02
Unfunded Costs		0.00

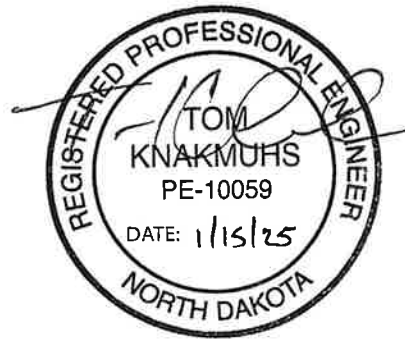
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 01/15/2025



Thomas Knakmuhs

City Engineer



7

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

January 15, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-24-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, January 15, 2025, for Water Main Crossing - BNSF RR between Main Avenue and NP Avenue, west of University Drive, Project No. UR-24-C1, located as follows: 14th Street North Between Main Avenue and NP Avenue.

The bids were as follows:

Master Construction Co Inc	\$526,790.00
KPH, Inc.	\$553,003.00
Dakota Underground Co Inc	\$579,251.00
Minger Construction Co. Inc.	\$614,579.50
Engineers Estimate	\$479,113.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Master Construction Co Inc. in the amount of \$526,790.00 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.
City Engineer

Engineer's Statement Of Cost

Project # UR-24-C1

Water Main Crossing - BNSF RR Between Main Ave And NP Ave, West Of University Dr

14th Street N Between Main Ave and NP Ave

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Water Main Crossing - BNSF RR between Main Ave and NP Ave, west of University Dr Project # UR-24-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Water Main					
1	F&I Fittings C153 Ductile Iron	LB	320.00	20.00	6,400.00
2	F&I Hydrant	EA	1.00	10,000.00	10,000.00
3	Bore Pipe 30" Dia Steel	LF	266.00	1,000.00	266,000.00
4	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	10.00	100.00	1,000.00
5	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	284.00	200.00	56,800.00
6	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	8.00	240.00	1,920.00
7	F&I Gate Valve 6" Dia	EA	1.00	3,000.00	3,000.00
8	F&I Gate Valve 16" Dia	EA	1.00	30,000.00	30,000.00
9	Flagging & Inspection	Days	60.00	1,250.00	75,000.00
Water Main Total					450,120.00
Paving					
10	Remove Pavement All Thicknesses All Types	SY	3.00	250.00	750.00
11	F&I Class 5 Agg - 6" Thick	SY	14.00	100.00	1,400.00
12	F&I Edge Drain 4" Dia PVC	LF	9.00	30.00	270.00
13	Rem & Repl Curb & Gutter	LF	9.00	200.00	1,800.00
14	Rem & Repl Pavement 6" Thick Reinf Conc	SY	6.00	500.00	3,000.00
15	Rem & Repl Driveway 7" Thick Reinf Conc	SY	7.00	600.00	4,200.00
16	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2.00	500.00	1,000.00
17	Stormwater Management	LS	1.00	2,000.00	2,000.00
18	Inlet Protection - Existing Inlet	EA	9.00	250.00	2,250.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	Traffic Control - Type 2	LS	1.00	60,000.00	60,000.00
Paving Total					76,670.00
Total Construction in \$					526,790.00

Engineering	10.00%	52,679.00
Admin	4.00%	21,071.60
Legal	3.00%	15,803.70
Interest	4.00%	21,071.60
Contingency	5.00%	26,339.50
Total Estimated Costs		663,755.40
Utility Funds - Water - 501		290,812.00
State Funds - Other ND		372,943.40
Unfunded Costs		0.00

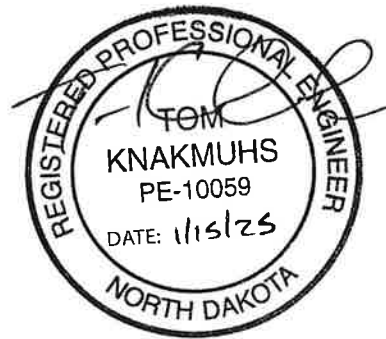
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 01/15/2025



Thomas Knakmuhs

City Engineer



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This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of improvement district as it will appear in the contract:

Paving and Utility Rehab/Reconstruction

Improvement
District No.

BR-25-E

Call For Bids	<u>January 21</u>	, <u>2025</u>
Advertise Dates	<u>January 29 & February 5</u>	, <u>2025</u>
Bid Opening Date	<u>February 26</u>	, <u>2025</u>
Substantial Completion Date	<u>October 10</u>	, <u>2025</u>
Final Completion Date	<u>November 9</u>	, <u>2025</u>

- N/A PWPEC Report (Part of the 2025 CIP)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Special Assessments)
- N/A Supplemental Funding Language Included

Project Engineer Shane Geraghty

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-E
HICKORY ST N FROM 28 AVE N TO 29 AVE N; MAPLE ST N
FROM 28 AVE N TO 29 AVE N; 29 AVE N FROM
LONGFELLOW RD N TO MAPLE ST N**

Nature & Scope

This project is for the replacement of the sanitary sewer services, water main, storm sewer, concrete curb & gutter, asphalt pavement, sidewalks, driveways and street lighting.

Purpose

The existing asbestos cement water main, which is over 50 years old, will be replaced with PVC pipe to prevent future breaks. As part of the project, water main services will be replaced from the main to the curb stops. Although the sanitary sewer main is in good condition, the services will be replaced from the main to behind the curb to avoid potential sanitary sewer breaks under the new pavement. Due to the existing street condition and the planned utility replacements, complete pavement reconstruction will be required. This reconstruction will include new curb and gutter, concrete driveway aprons, sidewalks, and bituminous pavement. The storm sewer will also be upgraded as part of the roadway reconstruction, and streetlights will be updated in conjunction with the project. The project will be funded through a combination of Prairie Dog Funds and Special Assessments to benefiting properties, with assessments applied according to City policy.

Special Assessment District

All properties within the Special Assessment District will benefit from the infrastructure improvements and were determined through consideration of the longevity, consistency, and uniformity of benefiting properties within the City of Fargo. Special Assessments will be levied to each property in accordance with the City's Infrastructure Funding Policy and are subject to the approval of the Special Assessment Commission and the City Commission.

Feasibility

The estimated cost of construction is \$3,207,604.50. The cost breakdown is as follows:

Sanitary Sewer

Construction Cost		\$239,060.00
Fees		

Admin	4%	\$9,562.40
Contingency	5%	\$11,953.00
Engineering	10%	\$23,906.00
Interest	4%	\$9,562.40
Legal	3%	\$7,171.80

Total Estimated Cost		\$301,215.60
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Funding

State Funds - Other ND	100.00%	\$301,215.60
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Water Main

Construction Cost		\$947,113.00
Fees		

Admin	4%	\$37,884.52
Contingency	5%	\$47,355.65
Engineering	10%	\$94,711.30
Interest	4%	\$37,884.52
Legal	3%	\$28,413.39

Total Estimated Cost		\$1,193,362.38
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Funding

Special Assessments	14.04%	\$167,574.35
State Funds - Other ND	85.96%	\$1,025,788.03

Storm Sewer

Construction Cost		\$280,215.00
Fees		

Admin	4%	\$11,208.60
Contingency	5%	\$14,010.75
Engineering	10%	\$28,021.50
Interest	4%	\$11,208.60
Legal	3%	\$8,406.45

Total Estimated Cost		\$353,070.90
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Funding

Special Assessments	50.00%	\$176,535.45
State Funds - Other ND	50.00%	\$176,535.45

Paving

Construction Cost		\$1,741,216.50
Fees		

Admin	4%	\$69,648.66
Contingency	5%	\$87,060.83
Engineering	10%	\$174,121.65
Interest	4%	\$69,648.66
Legal	3%	\$52,236.50

Total Estimated Cost		\$2,193,932.80
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Funding

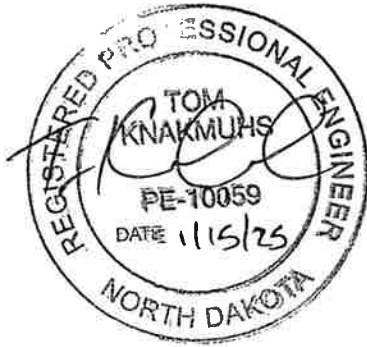
Special Assessments	16.23%	\$356,014.88
State Funds - Other ND	83.77%	\$1,837,917.92

Project Funding Summary

Special Assessments	17.32%	\$700,124.68
State Funds - Other ND	82.68%	\$3,341,457.00

Total Estimated Project Cost		\$4,041,581.68
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We believe this project to be cost effective.





Thomas Knakmuhs, P.E.
City Engineer

**LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-E
HICKORY ST N FROM 28 AVE N TO 29 AVE N; MAPLE ST N
FROM 28 AVE N TO 29 AVE N; 29 AVE N FROM
LONGFELLOW RD N TO MAPLE ST N**

LOCATION:

On Maple Street North from 28th Avenue Northeast to 29th Avenue Northeast.
On Hickory Street North from 28th Avenue Northeast to 29th Avenue Northeast.
On 29th Avenue NE from Longfellow Road North to east of Maple Street North.

COMPRISING:

Lots 1 through 11, Block 7.
All platted in Elm Tree Park 2nd Addition.

Lots 1 through 10, Block 8.
All platted in Elm Tree Park 2nd Addition (replat).

Lots 12 through 22, Block 8.
All platted in Elm Tree Park 2nd Addition.

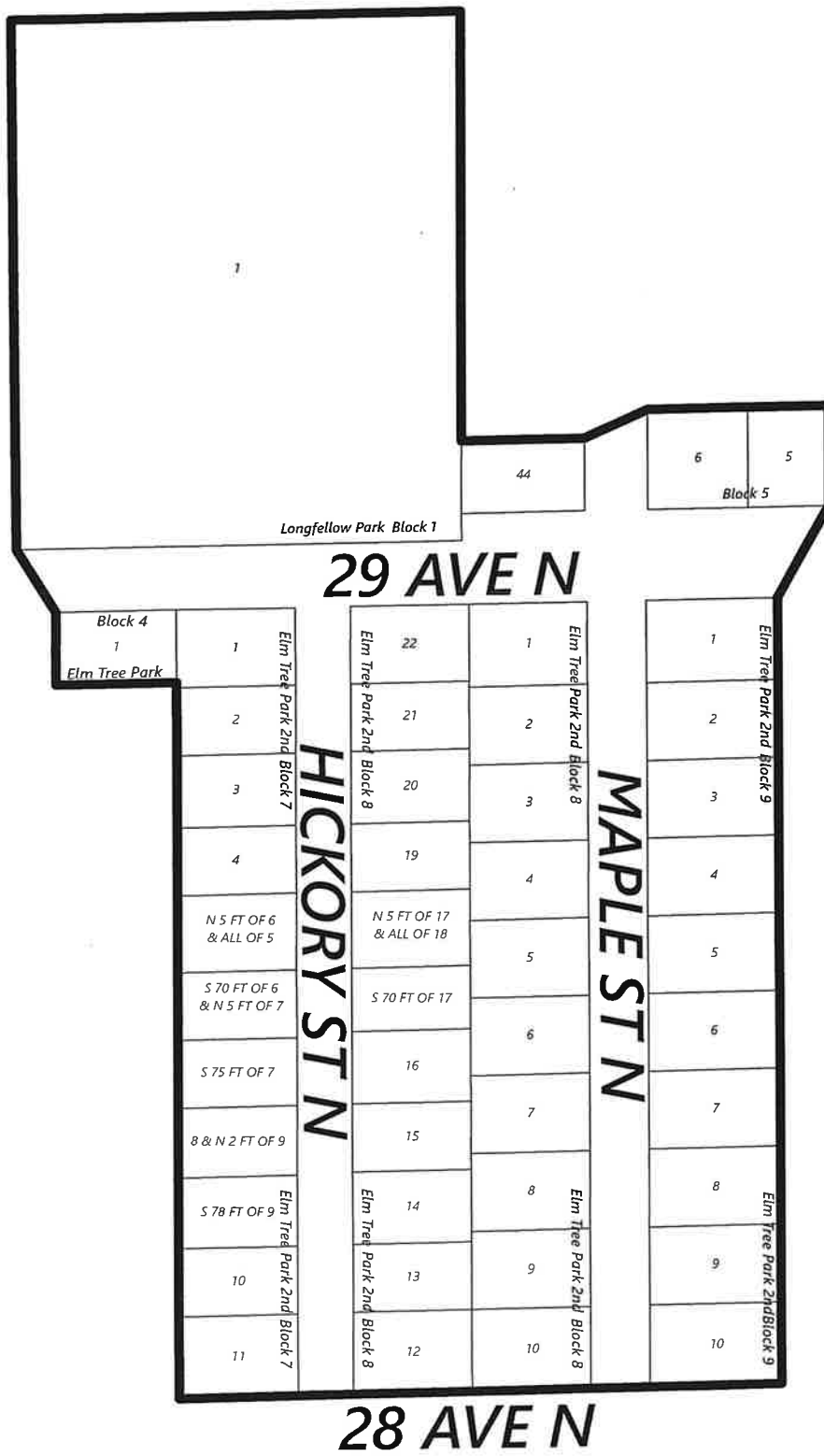
Lots 1 through 10, Block 9.
All platted in Elm Tree Park 2nd Addition (replat).

Lot 1, Block 4.
Platted in the Elm Tree Park Addition.

Lot 1 and Lot 44, Block 1.
All platted in the Longfellow Park Addition.

Lot 5 and Lot 6, Block 5.
Platted in the Longfellow Park Addition.

All the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
 ENGINEERING DEPARTMENT
 LOCATION & ASSESSMENT AREA
 PAVING AND UTILITY REHAB/RECONSTRUCTION
 IMPROVEMENT DISTRICT NO. BR-25-E

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Reimbursement Request

Location: 5865 31st Street South

Date of Hearing: 1/13/2025

<u>Routing</u>	<u>Date</u>
City Commission	1/21/2025
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Jody Bertrand, regarding a request from Designer Homes for reimbursement for repair of an over excavated area from a previous borrow site used during the 2009/2010 flood event.

The property located at 5865 31st Street South was previously identified as a property that will need engineered backfill to meet foundation requirements for original ground placement. Due to the unknown extent of this excavation area, cost for payment was calculated on a time and materials billing format. Designer Homes received hourly rates to over-excavate and remove the disturbed backfill materials and fill the resulting excavation with engineered fill. The cost for performed work is \$18,083.

Following past practices and approvals, Staff is recommending approval of payment to Designer Homes in the amount of \$18,083 for the correction of the foundation area of a new home located at 5865 31st Street South.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of reimbursement to Designer Homes in the amount of \$18,0863 for repair and backfill of the old borrow site located at 5865 31st Street South.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the reimbursement to Designer Homes in the amount of \$18,083 for repair and backfill of the old borrow site located at 5865 31st Street South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

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

ATTEST:

T-Kee
Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jody Bertrand, PE, CFM, Storm Sewer Utility Engineer
Date: January 13, 2025
Re: 2009/10 Flood Fight Borrow Site/Dig-n-Dump - 5865 31st Street South

Background:

In early spring of 2024, Designer Homes contacted the Engineering Department to inform staff that a new home was to be constructed over a previously excavated area that was used as a source of flood protection levee materials during the 2009/10 flood events. The property is located at 5865 31st Street South and has previously been identified as a property that will need engineered backfill to meet foundation requirements for original ground placement of the home per the Inspections Department standards. Braun Intertec has been hired by the Owner to identify the proper removal area and foundation backfilling requirements. This is the last dig and dump parcel needing flood repair reimbursement in the Prairie Farms subdivision.

Due to the unknown extent of this excavation area, the cost for payment was calculated on a time and materials billing format. Designer Homes received hourly rates to over-excavate and remove the disturbed backfill material and filled the resulting excavation with engineered fill. The cost for the performed work is \$18,083.00 (attached invoices from Bottom Line Excavating LLC, Quality Concrete, Sandman Structural Engineers and Braun Intertec).

Following past practices and approvals, staff's recommendation is to make payment to Designer Homes for work completed by the above mentioned contractors and consultants in the combined amount of \$18,083.00.

Recommended Motion:

Approve payment of \$18,083.00 to Designer Homes of Fargo/Moorhead for correction of the foundation area of a new home located at 5865 31st Street South due to past flood fighting levee construction excavation during the spring flood event of 2009.

JRB/klb
Attachments

C: Tom Knakmuhs, City Engineer
Nathan Boerboom, Assistant City Engineer



Invoice

**Designer Homes of
Fargo Moorhead**

3250 47th St S
Fargo, ND 58104

Bill to: City of Fargo

Attn: Jody Bertrand
Engineering Dept

Invoice #1

Invoice date: 12/12/24

Terms: Net 30

Braun Invoice #1	\$2,285.00
Braun Invoice #2	\$1,737.00
Sandman Invoice #1	\$175.00
Sandman Invoice #2	\$686.00
Quality Concrete (52 CY CDF w/conveyor)	\$11,800.00
Bottomline Excavation	\$1,400.00

Subtotal	\$18,083.00
Sales tax	\$0.00
Shipping	\$0.00

Total \$18,083.00



The Science You Build On.

PLEASE REMIT TO	
Braun Intertec Corporation	
Lockbox #446035 PO BOX 64384	
Saint Paul, MN 55164-0384	
Telephone	(952) 995-2000
Fax	(952) 995-2020
Tax I.D.	41-1684205

Robert Leslie
Designer Homes
3250 47th St.
Fargo, ND 58104

Date 6/27/2024
Invoice number B390542
Project ID B2405016
Customer account 11008
Customer PO

Leslie Residence- Prairie Farms
Excavation Observation and Compaction Testing
5865 31st St S
Fargo, ND 58104

For Professional Services rendered through 6/21/2024

1 - Construction Materials Testing			
1.1 - Soil		\$1,100.00	
1.2 - Project Management, Engineering Review, and Oversight		<u>\$1,185.00</u>	
			<u>\$2,285.00</u>
		Total Fees	<u><u>\$2,285.00</u></u>

Amount Previously Invoiced: \$0.00
Amount Invoiced to Date: \$2,285.00

New online portal: Effective January 1, 2024 - Click the link below to process your payment by credit card or ACH.
https://login.unitedtranzactions.com/obp/braun_intertec_corporation
Please pay from this invoice.
Terms: Due on receipt, 1 1/2% per month after 30 days, 18% annual percentage rate, unless otherwise specified by written agreement.

Qty/Hours

Rate

Amount

1 - Construction Materials Testing

1.1 - Soil

Consulting Services Detail

Compaction Testing - Nuclear 3.50 120.00 420.00

Concrete Testing 1.50 120.00 180.00

Concrete Cylinder Pick up 0.75 120.00 90.00

Non-Salary Detail

Nuclear moisture-density meter charge, per hour 3.50 28.00 98.00

Compressive strength of concrete cylinders (ASTM C 39), each 4.00 38.00 152.00

CMT Trip Charge 4.00 40.00 160.00

Total 1.1 - Soil \$1,100.00

1.2 - Project Management, Engineering Review, and Oversight

Consulting Services Detail

Senior Engineer 1.00 208.00 208.00

Project Manager 5.00 186.00 930.00

Project Assistant 0.50 94.00 47.00

Total 1.2 - Project Management, Engineering Review, and Oversight \$1,185.00

Total 1 - Construction Materials Testing \$2,285.00

Total Project \$2,285.00

INVOICE



The Science You Build On.

PLEASE REMIT TO	
Braun Intertec Corporation	
Lockbox #446035 PO BOX 64384	
Saint Paul, MN 55164-0384	
Telephone	(952) 995-2000
Fax	(952) 995-2020
Tax I.D.	41-1684205

Robert Leslie
Designer Homes
3250 47th St.
Fargo, ND 58104

Date 11/5/2024
Invoice number B407349
Project ID B2405016
Customer account 11008
Customer PO

Leslie Residence- Prairie Farms

Excavation Observation and Compaction Testing
 5865 31st St S
 Fargo, ND 58104

For Professional Services rendered through 11/1/2024

1 - Construction Materials Testing			
1.1 - Soil		\$1,365.00	
1.2 - Project Management, Engineering Review, and Oversight		\$372.00	
			\$1,737.00
		Total Fees	\$1,737.00

Amount Previously Invoiced: \$2,285.00
 Amount Invoiced to Date: \$4,022.00

This invoice is related to compaction testing of fill placed over the existing borrow pit.

New online portal: Effective January 1, 2024 - Click the link below to process your payment by credit card or ACH.

https://login.unitedtranzactions.com/obp/braun_intertec_corporation

Please pay from this invoice.

Terms: Due on receipt, 1 1/2% per month after 30 days, 18% annual percentage rate, unless otherwise specified by written agreement.

1 - Construction Materials Testing

1.1 - Soil

Consulting Services Detail

Compaction Testing - Nuclear

7.25

120.00

870.00

Non-Salary Detail

Nuclear moisture-density meter charge, per hour

6.25

28.00

175.00

Moisture Density Relationship (Standard), per sample

1.00

200.00

200.00

CMT Trip Charge

3.00

40.00

120.00

Total 1.1 - Soil

\$1,365.00

1.2 - Project Management, Engineering Review, and Oversight

Consulting Services Detail

Project Manager

2.00

186.00

372.00

Total 1.2 - Project Management, Engineering Review, and Oversight

\$372.00

Total 1 - Construction Materials Testing

\$1,737.00

Total Project

\$1,737.00

BottomLine Excavating
301 7th St NW, #1A
West Fargo, ND 58078
bottomlineex@hotmail.com

BILL TO
Designer Homes



INVOICE 2748

DATE 07/21/2024 TERMS Due on receipt

DUE DATE 07/21/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	5865 31st St S			
Equipment	Excavator hours to dig out poor soil from borrow pit area.	7	200.00	1,400.00

TOTAL DUE \$1,400.00



Quality Concrete
3918 - 37th Avenue South
Fargo ND 58104
(701) 232-2418

Contract Invoice

Invoice#: 6392

Date: 08/29/2024

Billed To: Designer Homes

Project: 5865 31st St S

Fargo ND 58104

Due Date: 09/08/2024

Terms: 10DY

Order# Leslie

Description	Amount
-------------	--------

CO - 52 CY CDF w/Conveyor - PO #0034 - Borrow Pit Charge	11,800.00
--	-----------

A service charge of 18.00% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!!

Non-Taxable Amount:	11,800.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	11,800.00



SANDMAN

Structural Engineers

Sandman Structural Engineers
 1587 30th Ave South
 Moorhead, MN 56560
 218-227-0022

Designer Homes
 ap@designerhomesfm.com

Invoice number 44992
 Date 08/15/2024

Project 2400-62 Robert Leslie Borrow Pit

Professional Services through 08/02/2024

Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
Borrow Pit Coordination	0.00	175.00	175.00
Total	0.00	175.00	175.00

Borrow Pit Coordination

	Hours	Rate	Billed Amount
Engineer 5	1.00	175.00	175.00
Invoice total			175.00

Please make checks payable to Sandman & Associates Consulting, Inc or call for credit card payments on balances under \$1,000.00. Finance charges of 1.5% will be charged monthly on invoices over 90 days with a minimum finance charge of \$10.00. If you have any questions regarding this invoice, contact Kent at 218-227-0022 or kent.heimark@sandmanse.com. Thank you for your business.



SANDMAN

Structural Engineers

Sandman Structural Engineers
 1587 30th Ave South
 Moorhead, MN 56560
 218-227-0022

Designer Homes
 ap@designerhomesfm.com

Invoice number 45512
 Date 09/20/2024

Project 2400-62 Robert Leslie Borrow Pit

Professional Services through 09/19/2024

Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
Borrow Pit Coordination	175.00	861.00	686.00
Total	175.00	861.00	686.00

Borrow Pit Coordination

	Hours	Rate	Billed Amount
Engineer 6	3.50	196.00	686.00
Invoice total			686.00

Please make checks payable to Sandman & Associates Consulting, Inc or call for credit card payments on balances under \$1,000.00. Finance charges of 1.5% will be charged monthly on invoices over 90 days with a minimum finance charge of \$10.00. If you have any questions regarding this invoice, contact Kent at 218-227-0022 or kent.heimark@sandmanse.com. Thank you for your business.

(90)

January 14, 2025

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

**Re: Agreement for Construction of Floodwall and
Grant of Floodwall Easement – 1458 South River Road**

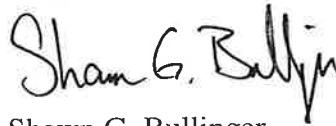
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Agreement with John and Sherian Stern. An agreement has been reached and at this time, we are requesting approval of the Agreement for Construction of Floodwall and Grant of Floodwall Easement. The Agreement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve the Agreement for Construction of Floodwall and Grant of Floodwall Easement with **John and Sherian Stern** and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Kasey McNary

**AGREEMENT FOR CONSTRUCTION OF FLOODWALL
AND GRANT OF FLOODWALL EASEMENT**

This Agreement for Construction of Floodwall and Grant of Floodwall Easement (“Agreement”) is entered into on the date last signed below, by and between John and Sherian Stern, hereafter referred to as “Owner”, with an address of 1458 South River Road, Fargo, ND 58103, and the City of Fargo, hereafter referred to as “City” or “Fargo”, with an address of 225 4th Street North, Fargo, ND 58102.

Recitals

A. Owner is the owner of certain real property situated at 1458 South River Road within the City of Fargo (hereafter referred to as the “Property”), and more particularly described as follows:

Lot 21 and North 25’ of Lot 22, less Park, Block 7, South Park, City of Fargo, Cass County, North Dakota

B. City is in the process of constructing and improving flood protection for multiple areas within its boundaries as part of the In-Town Levees associated with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (FM Diversion). Properties located along South River Road border the Red River and have required the construction of temporary levees when the Red River overflows its banks during flood events.

C. The City has acquired properties on South River Road and has completed portions of a permanent earthen levee and floodwall to protect public infrastructure.

D. The Owner’s Property located at 1458 South River Road has been identified by the City for acquisition for construction of additional permanent earthen levee. Owner, in lieu of a flood buyout from the City, has mutually agreed with the City to the construction of a floodwall in front of their Property (e.g., the street side), which will result in the Property being located on the river side of the City’s flood protection measures and outside the City’s line of primary flood protection.

Agreement

The Parties now hereby agree as follows:

1. **Grant of Easement.** For valuable consideration in the amount of Eight Thousand Nine Hundred Sixty-Eight Dollars and No Cents (\$8,968.00), and subject to the further terms and conditions set forth herein, Owner will grant to City a permanent and perpetual easement (the "Easement") on and across the following portion of the Property (the "Easement Area"):

THAT PART OF LOT 21 AND THE NORTH 25 FEET OF LOT 22 OF BLOCK 7, SOUTH PARK ADDITION, CITY OF FARGO, ACCORDING TO THE PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, CASS COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 21 OF BLOCK 7, SOUTH PARK ADDITION AS FILED AND ON RECORD IN THE OFFICE OF THE COUNTY RECORDER, CASS COUNTY, NORTH DAKOTA; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 21, N 41 DEG 22 MIN 25 SEC E A DISTANCE OF 15 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LOT LINE OF SAID LOT 21 S 50 DEG 11 MIN 40 SEC E A DISTANCE OF 74.75 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE NORTH 25 FEET OF LOT 22; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY LINE S 41 DEG 21 MIN 38 SEC W A DISTANCE OF 15 FEET TO THE SOUTHERN MOST CORNER OF THE NORTH 25 FEET OF LOT 22; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF THE NORTH 25 FEET OF LOT 22 AND THE SOUTHWESTERLY LINE OF LOT 21 N 50 DEG 11 MIN 40 SEC W A DISTANCE OF 74.75 TO THE POINT OF BEGINNING.

The Easement Area contains 1,121 square feet, more or less, and is subject to all easements, restrictions, reservations, and right of way of record, if any.

2. **Purpose and Term of Easement.** The Easement granted by Owner under this Agreement is for the purpose of construction of a floodwall and all related appurtenances (including the installation of removable closure panels, as provided herein) necessary to effectuate flood protection of municipal infrastructure, as determined by City. It is expressly agreed that the easement, rights, and privileges conveyed to City are exclusive, perpetual, and shall run with the Property. The Easement shall be in a form substantially similar to the "Permanent Easement" attached hereto as **Exhibit A**.

3. **Construction of Floodwall.** City will construct a floodwall in accordance with the plans and drawing attached hereto as **Exhibit B**, as amended or modified. During construction of the floodwall, City will also be required to remove designated trees and the entire driveway from the Property. City shall reinstall the driveway as part of the installation and completion of the floodwall project. Owner will grant to City a temporary construction easement allowing construction of the floodwall and temporary storage of materials during construction of the

floodwall. The temporary construction easement shall be in a form substantially similar to the "Temporary Construction Easement" attached hereto as **Exhibit C**. City will pay to Owner the amount of Seven Hundred Eighteen Dollars and Forty Cents (\$718.40) for the temporary construction easement. City intends to construct the floodwall during either the 2025 or 2026 construction season, but by no later than September 30, 2027.

City hereby agrees the aesthetic design and style of the floodwall will be as close as practicable to the design depicted in the attached **Exhibit D**, using readily available form liners at the time of construction. City intends to create a final mock up of the proposed floodwall prior to beginning construction and, if so, will provide a copy of the mock up to Owner. City hereby agrees to use reasonable efforts to have the floodwall match as closely as possible at the time of construction the style and color of the brick and siding of the Owner's currently existing home.

4. **Storm Sewer.** City will install storm sewer and 12-inch gate valves upon the City's property adjacent to the Owner's Property, at the approximate locations depicted in **Exhibit B**, with final locations to be determined by the City's Engineering Department. While the storm sewer and gate valves will be installed on City owned property, these utilities will be to the benefit of the Owners and their Property. City will perform routine maintenance and inspections of the storm sewer and gate valves at least once during every five (5) year period (which may occur at the same time the City opts to install the removable closure panels to comply with FEMA requirements as addressed in Section 5).

Owner currently has downspouts which direct storm water from the roof of the house to a pop-up drain located within the Easement Area. During construction of the floodwall, the City will relocate the pop-up drain to the Temporary Easement Area and grade the area to facilitate drainage of the storm water to the storm sewer install upon the City's property adjacent to the Owner's Property, as described in the preceding paragraph.

Owner hereby acknowledges that the installation of the storm sewer and gate valves is solely for Owner's benefit to allow adequate drainage of the Property. Owner hereby recognizes and agrees that there may be certain times when the gate valves must be opened or closed. Specifically, the gate valves will be closed by City when the Red River of the North at Fargo reaches the stage of 33.0 feet or at the discretion of the City Engineer to provide necessary protection to public infrastructure. The gate valves will then be reopened by City when the Red River of the North at Fargo falls to a stage less than 33.0 feet and is no longer forecasted to reach a stage above 33.0 feet.

Any temporary pumping or removal of excess water from the Property, whether during a period of flooding or not, is the sole responsibility of the Owner and its successors and assigns, and City shall have no responsibility to pump or remove excess water from the Property.

Owner hereby releases City from all liability for any damages or losses caused or occasioned by the failure of the storm sewer and/or gate valves or improper drainage of the Property after installation of the storm sewer and gate valves.

5. **Removable Closure Panels.**

a. During the periods when there is no flood event, the portion of the floodwall crossing the Owner's driveway will remain open allowing access to the Property and visibility from South River Road.

b. During a flood event, the City will install removable closure panels to seal the floodwall. When the removable closure panels are installed, Owner will lose access to the driveway and the ability to access the Property from South River Road; Owner will only be able to access the Property on foot by crossing over the earthen levee.

c. During a flood event, the removable closure panels will be installed by City when the Red River of the North at Fargo is forecasted by the National Water Prediction Service (or similar reliable forecasting entity) to reach the stage of 37.0 feet. The removable closure panels will then be removed by City when the Red River of the North at Fargo falls to the stage of 36.0 feet and is no longer forecasted to reach a stage above 37.0 feet.

d. Per the current FEMA rules and regulations, the removable closure panels need to be installed and inspected once per every five (5) year period. Therefore, if there are no flood events requiring the installation of the removable closure panels within a five (5) year period, the City will install and inspect the removable closure panels on a short-term basis. This will occur at least once every five (5) years if there are no flood events necessitating installation during the same period. City may also inspect and maintain the storm sewer and gate valves at the same time it installs the removable closure panels. If the FEMA rules and regulations are amended or modified to require installation and inspection more frequently than once per every five (5) year period, then the Owner hereby grants City authorization and permission to perform the installation and inspection of the removable closure panels consistent with the FEMA rules and regulations, as amended or modified.

e. When installation and removal of the removable closure panels is being performed due to a flood event, City will undertake reasonable efforts to notify the Owner at least three (3) days before the planned installation and removal, if possible. When installation and removal of the removable closure panels is being performed for inspection, as described in paragraph 5(d) above, City will notify the Owner at least ten (10) days before the installation.

6. **Sewer and Water Services.** During a flood event, the City may need to shut off sewer services and/or water services to the Property and/or isolate the Property from the City's public utilities. The City may do so when the Red River of the North at Fargo reaches the stage of 37.0 feet or at the discretion of the City Engineer to provide necessary protection to public infrastructure. City will notify the Owner at least three (3) days before the planned shut off and/or isolation. The City shall also have sole discretion to shut off sewer services and/or water services to the Property and/or isolate the Property from the City's public utilities in emergency situations, as determined by the City Engineer. In an emergency situation, City is not required to provide prior notice to Owner, but will exercise reasonable efforts to do so at least twenty-four (24) hours prior to the shut off and/or isolation. Owner hereby agrees to hold City harmless for any damage

to the Property or personal property suffered by Owner as a result of either the continuation or shut off of sewer services and/or water services to the Property.

During construction of the floodwall, the sanitary sewer and water services lines to the Property will be replaced from the sanitary sewer main and water main through and including the area underlying the Permanent Easement area. Owner shall continue ownership of the sanitary sewer service line and water service line from the house to the border of the Permanent Easement area closest to the house. In the event a portion of the sanitary sewer line between the border of the Permanent Easement area closest to the house and the sanitary sewer main needs to be repaired or replaced, the City will be responsible for those repairs and replacement, unless such repairs or replacement are due to the negligence of the Owner. In the event a portion of the water service line between the border of the Permanent Easement area closest to the house and the water main needs to be repaired or replaced, the City will be responsible for those repairs and replacement, unless such repairs or replacement are due to the negligence of the Owner. Any routine or customary sanitary sewer maintenance, including but not limited to cleaning, jetting, and televising, shall remain the Owner's responsibility from the house to the sanitary sewer main.

7. Owner Assumption of Risk.

a. Owner hereby understands, recognizes, and acknowledges that City will construct the floodwall in a manner as to leave Owner's house on the river side (e.g. the wet side) of the City's line of primary flood protection. Not only does Owner acknowledge, but Owner affirmatively represents the parties mutually agreed to construction of the floodwall in front of the house in lieu of having the City purchase and demolish the Property to construct a permanent earthen levee.

b. Owner hereby assumes any and all risks and liabilities which may arise, whether past, present, or future, or could arise due to Owner's house/garage and personal property being located on the river side of the City's line of primary flood protection.

c. Owner hereby assumes sole responsibility for protecting all structures and private utilities located upon the Property (e.g. home, garage, sheds) in the event of a flood. Owner understands and agrees that City shall have no responsibility or obligation to provide any resources, protections, or measures of flood protection to Owner in the event of a flood including, but not limited to, construction of a temporary levee, sandbags, pumps, or other temporary flood protection measures.

8. Owner's Rights and Duties. Owner retains, reserves, and shall continue to enjoy the use of the Property for any and all purposes that do not unreasonably interfere with or prevent City's use of the Easement Area or negatively impact the floodwall. Owner hereby agrees that Owner, their heirs, successors, and assigns, will not disturb, injure, tamper with, alter, modify, in any manner interfere with, or attempt to make any changes to the floodwall as constructed and the customary appurtenances, nor will Owner hire or permit another to do so. Owner, their heirs, successors, and assigns, further expressly warrant and state that no buildings, trees, shrubs, sprinkler systems, or other obstacles of any kind shall be placed within the Easement Area in any manner which may interfere with the floodwall and its customary appurtenances.

9. **City's Rights and Duties.** City, at its sole cost and expense, shall construct the floodwall and be responsible for repairs and maintenance to protect the structural integrity of the floodwall and customary appurtenances, excepting normal wear and tear. City, in its sole discretion, may repaint the wall when City deems it necessary and will employ reasonable efforts to match the color scheme of the wall as closely as possible to the original.

10. **Compliance with Laws and Regulations.** If Owner alters the Property or floodwall in such a way as to render the floodwall non-conforming with federal, state, or local law and regulations, including but not limited to Fargo Municipal Code and FEMA's rules and regulations related to flood protections and/or levee certifications, then Owner shall be solely responsible for rectifying the non-conformities and all costs and expenses associated with the work. If Owner fails to bring the floodwall into compliance within a reasonable period of time, City may undertake the work and assess the costs and expenses incurred directly to the Property and Owner hereby waives any right to protest such assessments, including the amount and benefits. If the floodwall becomes non-conforming, Owner shall indemnify and hold City harmless from any and all claims, causes of actions, liabilities, damages, costs, fees, and expenses incurred by Owner to bring the floodwall back into compliance.

11. **Payment of Taxes and Insurance.** City shall have no obligation to pay any real estate taxes, special assessments, or other fees associated with the Property. City also shall have no obligation to pay any flood insurance premiums, provide flood insurance benefits to Owner, or pay the costs or expenses for any property/casualty insurance for the Property or necessitated because of the construction of the floodwall upon the Property. Owner shall be solely responsible for all costs, fees, and expenses of insurance related to the Property, including flood insurance, homeowner's insurance, and property and casualty insurance.

12. **Release of City.** In consideration of the terms, conditions, and other considerations set forth herein, Owner hereby releases, holds harmless, and forever discharges City from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, rights of appeal, damages, costs, loss of services, liabilities, expenses and compensation of any nature whatsoever, whether based on a tort, contract, equity, or other theory of recovery, which Owner may hereafter accrue or otherwise be acquired on account of or in any way related to the Owner's Property being located on the river side of the City's primary line of flood protection measures, including but not limited to: (i) the construction, installation, existence, and maintenance of the floodwall within the Easement Area; (ii) the construction, installation, existence, and maintenance of the adjacent storm sewer and gate vales; (iii) Owner's loss, damage, or destruction of any home, garage, or other structure existing upon or in the future constructed upon the Property, as well as personal property, as a result of or in any way caused by flooding, including but not limited to sewer and water failures; and (iv) any diminution of value, decrease in fair market value, and changes in the assessed value of the Property due to the construction, installation, or existence of the floodwall or the Property being located outside the City's line of primary flood protection.

13. **Termination.** This Agreement may only be terminated by a written agreement signed by all owners of record and other successors to the respective interests of Owner and the City.

14. **Advice of Counsel.** In entering this Agreement, the parties hereby acknowledge and represent that they each have relied upon the advice of their respective counsel, who is an attorney of their own choice, concerning the legal consequences of this Agreement; that the terms of this Agreement have been completely read and explained; and that the terms of this Agreement are fully understood and voluntarily accepted.

15. **Warranty of Capacity to Execute Agreement.** The Owner hereby represents and warrants that they have the sole right and exclusive authority to execute this Agreement; and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of their rights or interests in the Property.

16. **Attorney's Fees.** If any legal action or proceeding is commenced by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between Owner and City relating to the above Easement and construction of the floodwall. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Owner and City.

18. **Forbearance or Waiver.** The failure or delay of City to insist on the timely performance or any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

19. **Binding Effect.** This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, beneficiaries, personal representatives, successors, and assigns of the respective parties. This Agreement shall run with the Property and will be binding upon all successive owners of record.

20. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of North Dakota.

21. **Counterparts.** This Agreement may be executed in one or more counterparts.

22. **Additional Documents.** Each party agrees to cooperate fully and execute all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

23. **Future Amendments.** This Agreement may not be amended, altered, or modified, except by a written amendment executed by the original parties or their successors or assigns.

1/7/2025 | 12:07 PM CST

Dated this ____ day of January, 2025

OWNER

DocuSigned by:

John E. Stern

59C9FC16E359482...

John E. Stern

DocuSigned by:

Sherian A. Stern

59C9FC16E359482...

Sherian A. Stern

Dated this _____ day of January 2025

CITY OF FARGO

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

EXHIBIT A

PERMANENT EASEMENT
(Floodwall Easement)

KNOW ALL MEN BY THESE PRESENTS that **John E. Stern and Sherian A. Stern**, married to each other, 1458 South River Road, Fargo, ND 58103, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement under, over, upon and in the land hereinafter described for the purpose of constructing and maintaining a flood wall, together with any and all other appurtenant structures or devices, said tract being described as follows:

THAT PART OF LOT 21 AND THE NORTH 25 FEET OF LOT 22 OF BLOCK 7, SOUTH PARK ADDITION, CITY OF FARGO, ACCORDING TO THE PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, CASS COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 21 OF BLOCK 7, SOUTH PARK ADDITION AS FILED AND ON RECORD IN THE OFFICE OF THE COUNTY RECORDER, CASS COUNTY, NORTH DAKOTA; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 21, N 41 DEG 22 MIN 25 SEC E A DISTANCE OF 15 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LOT LINE OF SAID LOT 21 S 50 DEG 11 MIN 40 SEC E A DISTANCE OF 74.75 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE NORTH 25 FEET OF LOT 22; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY LINE S 41 DEG 21 MIN 38 SEC W A DISTANCE

OF 15 FEET TO THE SOUTHERN MOST CORNER OF THE NORTH 25 FEET OF LOT 22; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF THE NORTH 25 FEET OF LOT 22 AND THE SOUTHWESTERLY LINE OF LOT 21 N 50 DEG 11 MIN 40 SEC W A DISTANCE OF 74.75 TO THE POINT OF BEGINNING.

SAID EASEMENT AREA IS SHOWN AS "TRACT 1" ON "EXHIBIT A" AND CONTAINS 1,121 SQ. FT., MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHT OF WAY OF RECORD, IF ANY.

Grantor, its successors and assigns, hereby covenant 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. Grantee shall be solely responsible for, at its cost, constructing and maintaining all flood walls and appurtenant structures and devices within the easement area.

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said floodwall as constructed and the customary appurtenances, or with material for laying, maintaining, operating or repairing the same in, over or upon the above-described premises. Grantor, its successors and assigns, expressly warrant and state 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 floodwall or the purpose for which this grant is made.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this ____ day of _____, 2025.

GRANTOR:

John E. Stern

Sherian A. Stern

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2025, before me, a notary public, in said County and State, personally appeared John E. Stern and Sherian A. Stern, married to each other, who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
My Commission Expires:

(SEAL)

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

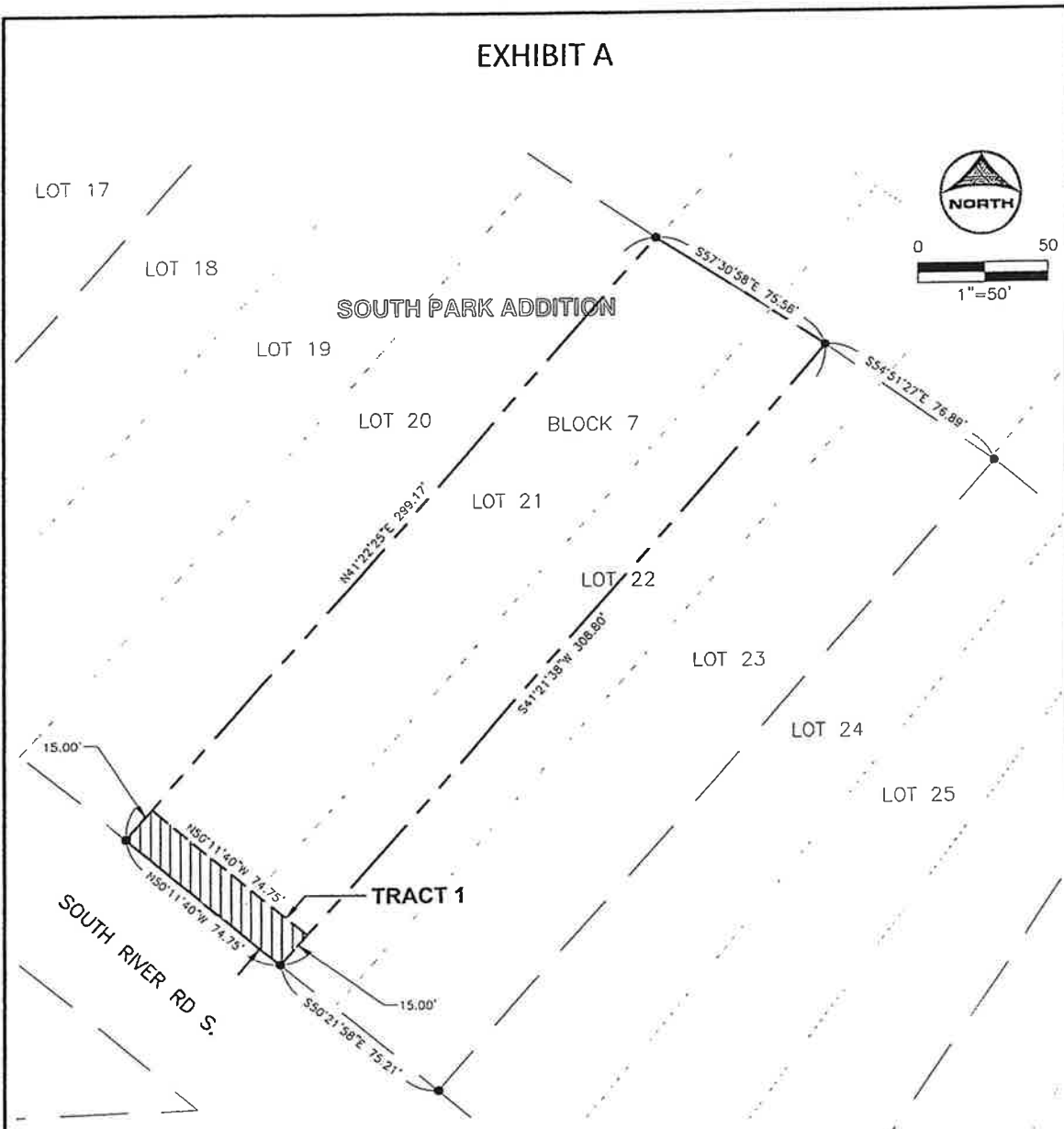
On this _____ day of _____, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brian J. Jensen (LS-6615)
101 S. Phillips Ave, Ste 401
Sioux Falls, SD 57104

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957



DESCRIPTION

TRACT 1

THAT PART OF LOT 21 AND THE NORTH 25 FEET OF LOT 22 OF BLOCK 7, SOUTH PARK ADDITION, CITY OF FARGO, ACCORDING TO THE PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, CASS COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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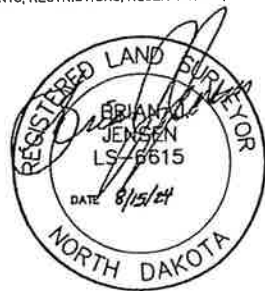
The legal description was prepared by Brian J. Jensen, ND LS-6615, 101 S. Phillips Ave., Suite 401, Sioux Falls, SD 57104.

SURVEYOR'S CERTIFICATE

I, BRIAN J. JENSEN, REGISTERED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS CONDUCTED UNDER MY DIRECT SUPERVISION.

IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS 15 DAY OF August, 2024.

Brian Jensen
BRIAN J. JENSEN REG. NO. LS-6615



LEGEND

- () - RECORD DATA GROUND DIST.
- - FOUND IRON PIN

NOTE:
THE BEARING, DISTANCES AND AREAS ARE BASED ON ND STATE PLANE - SOUTH ZONE.



**LOT 21 AND NORTH 25' OF LOT 22. BLK 7
SOUTH PARK ADDITION, CITY OF FARGO**

PROJECT #	65535	DATE	8/15/2024
DRAWN BY	H.J.B.	FIGURE	EXHIBIT A
CHECKED BY	B.J.J.		

EXHIBIT B

ocusign Envelope ID: C2316C89-8E6E-4D52-A2F7-F21AC772B734

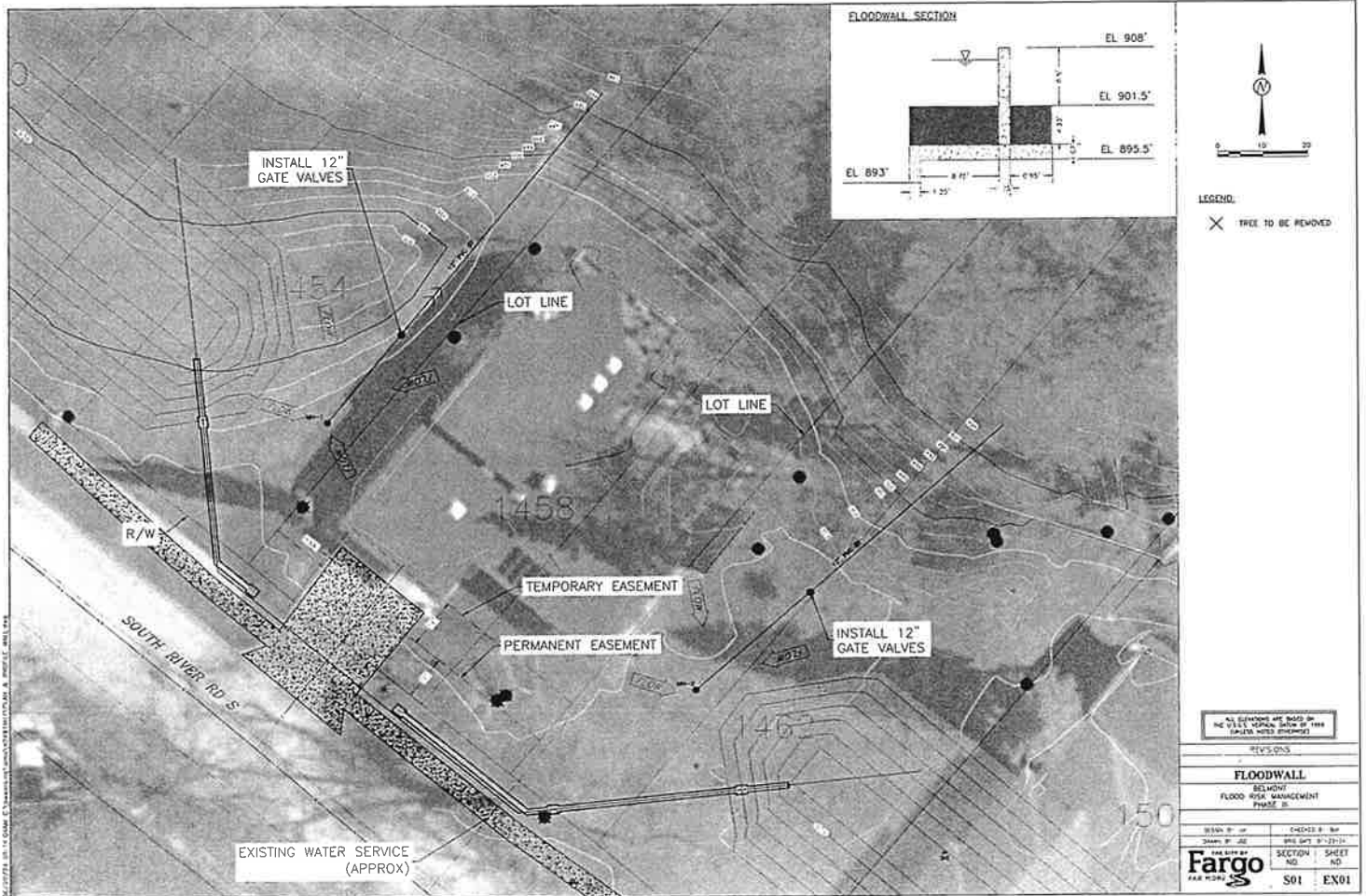


EXHIBIT C

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **John E. Stern and Sherian A. Stern**, married to each other, 1458 South River Road, Fargo, ND 58103, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement under, over, upon and in the land hereinafter described, for the purpose of flood wall construction and all activities appurtenant thereto, said tract being described as follows:

THAT PART OF LOT 21 AND THE NORTH 25 FEET OF LOT 22 OF BLOCK 7, SOUTH PARK ADDITION, CITY OF FARGO, ACCORDING TO THE PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, CASS COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 21 OF BLOCK 7, SOUTH PARK ADDITION AS FILED AND ON RECORD IN THE OFFICE OF THE COUNTY RECORDER, CASS COUNTY, NORTH DAKOTA; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 21, N 41 DEG 22 MIN 25 SEC E A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID LOT 21, N 41 DEG 22 MIN 25 SEC E A DISTANCE OF 6 FEET; THENCE SOUTHEASTERLY AND PARALLEL

WITH THE SOUTHWESTERLY LINE OF SAID LOT 21 AND WITH THE SOUTHWESTERLY LINE OF THE NORTH 25 FEET OF LOT 22 S 50 DEG 11 MIN 40 SEC E A DISTANCE OF 74.75 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE NORTH 25 FEET OF LOT 22; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE S 41 DEG 21 MIN 38 SEC W A DISTANCE OF 6 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE NORTH 25 FEET OF LOT 22 AND THE SOUTHWESTERLY LINE OF LOT 21 N 50 DEG 11 MIN 40 SEC W A DISTANCE OF 74.75 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA IS SHOWN AS "TEMPORARY EASEMENT" ON "EXHIBIT A" AND CONTAINS 449 SQ. FT., MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHT OF WAY OF RECORD, IF ANY.

Grantor, their successors and assigns, hereby covenant 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, their successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcel 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 during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on September 30, 2027, or upon completion of the construction project, whichever occurs sooner.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set their hand and caused this instrument to be executed this ____ day of _____, 2025.

GRANTOR:

John E. Stern

Sherian A. Stern

STATE OF _____)

_____)

COUNTY OF _____)

On this ____ day of _____, 2025, before me, a notary public, in said County and State, personally appeared John E. Stern and Sherian A. Stern, married to each other, who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
My Commission Expires:

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

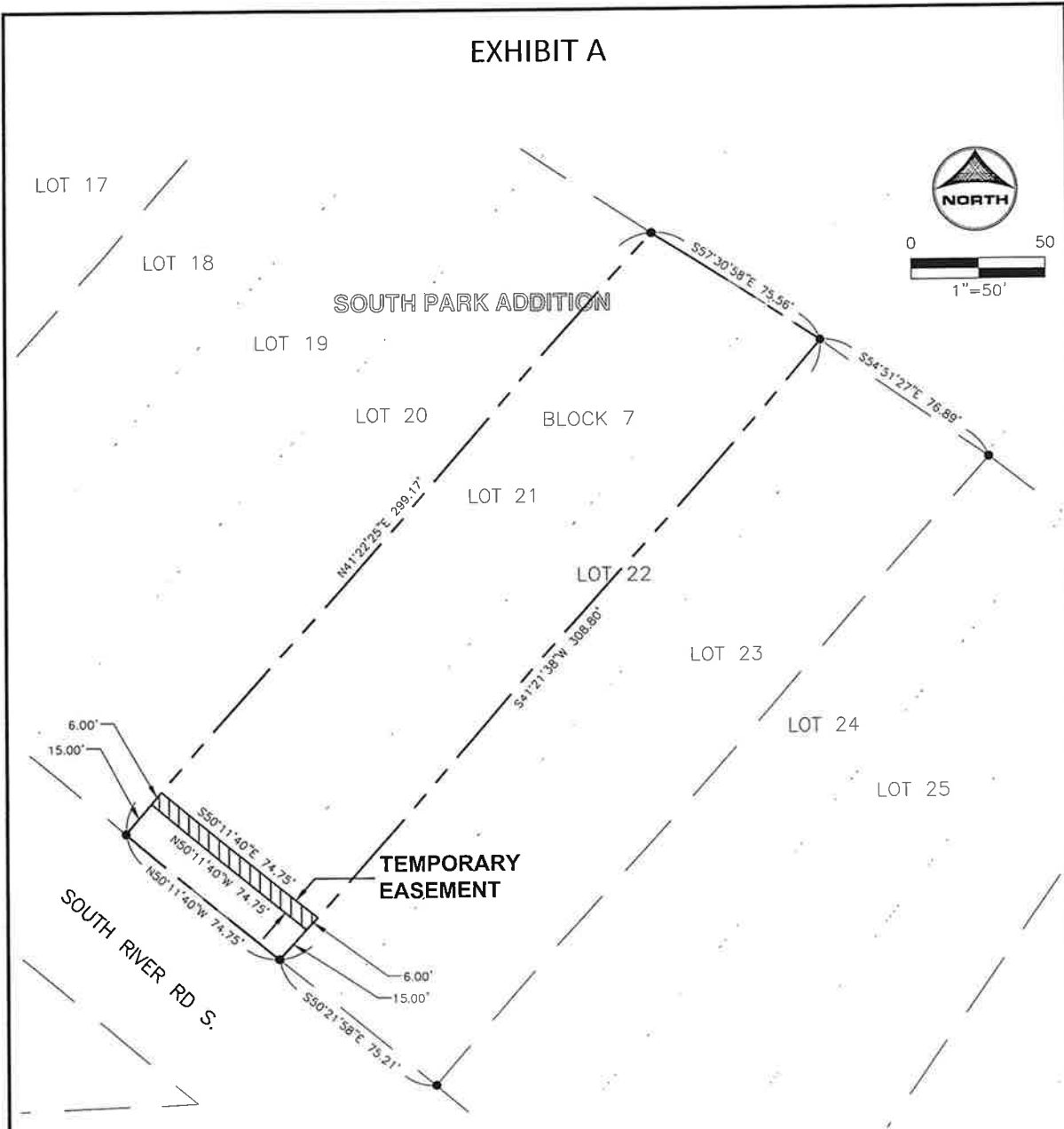
On this _____ day of _____, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brian J. Jensen (LS-6615)
101 S. Phillips Ave, Ste 401
Sioux Falls, SD 57104

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957



DESCRIPTION

TEMPORARY EASEMENT

THAT PART OF LOT 21 AND THE NORTH 25 FEET OF LOT 22 OF BLOCK 7, SOUTH PARK ADDITION, CITY OF FARGO, ACCORDING TO THE PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, CASS COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 21 OF BLOCK 7, SOUTH PARK ADDITION AS FILED AND ON RECORD IN THE OFFICE OF THE COUNTY RECORDER, CASS COUNTY, NORTH DAKOTA, THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 21, N 41 DEG 22 MIN 25 SEC E A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID LOT 21, N 41 DEG 22 MIN 25 SEC E A DISTANCE OF 6 FEET, THENCE SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 21 AND WITH THE SOUTHWESTERLY LINE OF THE NORTH 25 FEET OF LOT 22 S 50 DEG 11 MIN 40 SEC E A DISTANCE OF 74.75 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE NORTH 25 FEET OF LOT 22, THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE S 41 DEG 21 MIN 38 SEC W A DISTANCE OF 6 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE NORTH 25 FEET OF LOT 22 AND THE SOUTHWESTERLY LINE OF LOT 21 N 50 DEG 11 MIN 40 SEC W A DISTANCE OF 74.75 FEET TO THE POINT OF BEGINNING

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The legal description was prepared by Brian J. Jensen, ND LS-6615, 101 S. Phillips Ave., Suite 401, Sioux Falls, SD 57104.

SURVEYOR'S CERTIFICATE

I, BRIAN J. JENSEN, REGISTERED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT, THIS SURVEY, PLAN OR REPORT WAS CONDUCTED UNDER MY DIRECT SUPERVISION

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 15 DAY OF AUGUST, 2024

Brian J. Jensen
BRIAN J. JENSEN REG. NO. LS-6615



LEGEND

- () - RECORD DATA GROUND DIST.
- - FOUND IRON PIN

NOTE:
THE BEARING, DISTANCES AND AREAS ARE BASED ON ND STATE PLANE - SOUTH ZONE.

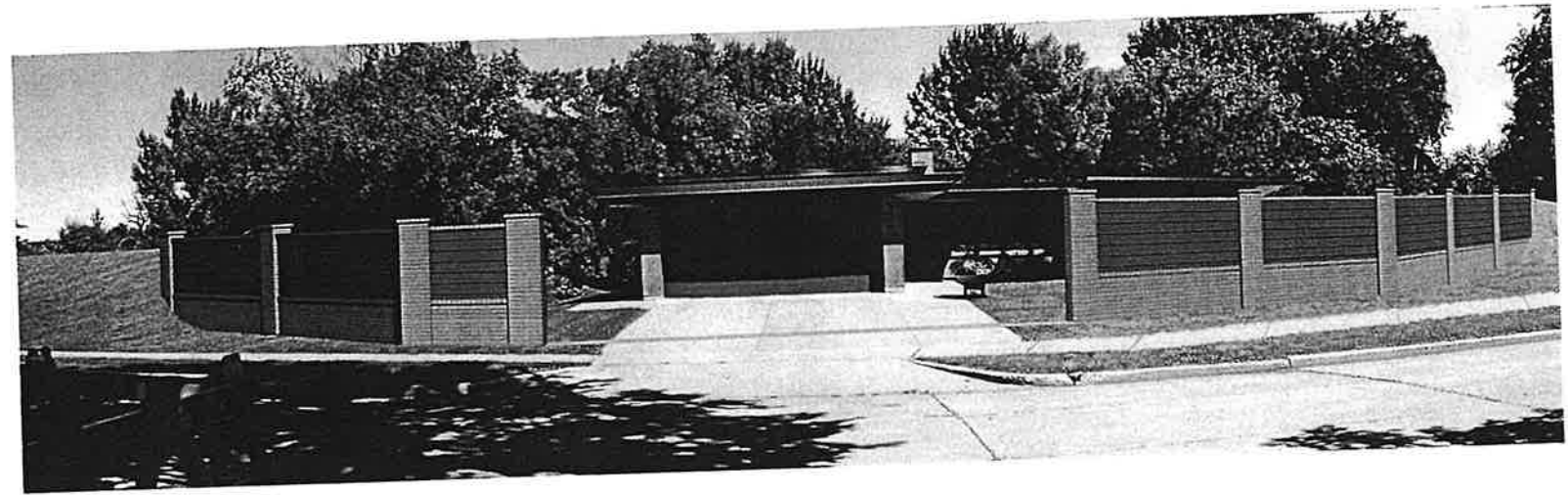


**LOT 21 AND NORTH 25' OF LOT 22. BLK 7
SOUTH PARK ADDITION, CITY OF FARGO**

PROJECT #	DATE
66535	8/15/2024
DRAWN BY	FIGURE
H.J.B.	EXHIBIT A
CHECKED BY	
B.J.J.	

EXHIBIT D

esign Envelope ID: C2316C89-8E6E-4D52-A2F7-F21AC772B734



Certificate Of Completion

Envelope Id: C2316C89-8E6E-4D52-A2F7-F21AC772B734

Status: Completed

Subject: Complete with Docusign: Agreement to Construct Floodwall and Grant Floodwall Easement (Final 11...

Source Envelope:

Document Pages: 25

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Karen Davis

AutoNav: Enabled

10 Roberts St N

EnvelopeId Stamping: Enabled

PO Box 6017

Time Zone: (UTC-06:00) Central Time (US & Canada)

FARGO, ND 58108-6017

kdavis@serklandlaw.com

IP Address: 208.107.56.222

Record Tracking

Status: Original

Holder: Karen Davis

Location: DocuSign

1/6/2025 4:26:22 PM

kdavis@serklandlaw.com

Signer Events

John E. Stern

john.sherri.stern@gmail.com

Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style

Using IP Address: 98.179.69.195

Timestamp

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Resent: 1/7/2025 8:52:23 AM

Viewed: 1/7/2025 11:55:46 AM

Signed: 1/7/2025 12:07:10 PM

Electronic Record and Signature Disclosure:

Accepted: 1/7/2025 11:55:46 AM

ID: eda14473-908d-4083-b8ad-ef6a525a4e43

Sherian A. Stern

john.sherri.stern@gmail.com

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 98.179.69.195

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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

1/6/2025 4:30:38 PM

Envelope Summary Events

Status

Timestamps

Certified Delivered

Security Checked

1/7/2025 12:51:55 PM

Signing Complete

Security Checked

1/7/2025 12:52:42 PM

Completed

Security Checked

1/7/2025 12:52:42 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Serkland Law Firm (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Serkland Law Firm:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lhruby@serklandlaw.com

To advise Serkland Law Firm of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lhruby@serklandlaw.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Serkland Law Firm

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lhruby@serklandlaw.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Serkland Law Firm

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lhruby@serklandlaw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Serkland Law Firm as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Serkland Law Firm during the course of your relationship with Serkland Law Firm.



Facilities Department
225 4th Street North
Fargo, ND 58102
Phone: 701.298.6966
Email facilities@fargoND.gov
www.FargoND.gov

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: January 21, 2025
Re: Supplement to Ground Lease between City of Fargo and Fargo Park District

Dear Commissioners,

In 2006, The City of Fargo and The Fargo Park District entered into a ground lease agreement for the location of the future Carlson Library and the Ed Clapp Senior Center. Since then three supplement documents have been added to the ground lease agreement.

The original lease references Supplement No. 1 to be drafted once the facility has been constructed. Certain cost sharing terms were to be refined and documented following the completion of the building. While drafting the most recent Supplement No. 3, neither party was able to produce a copy of Supplement No. 1. After an exhaustive search through archives and requests to both legal teams, it was mutually agreed upon that Supplement No. 1 has been lost.

To ensure agreeable cost sharing terms are clearly documented for the future, as well as detailing the termination of Supplement No. 1, Fargo Parks Deputy Director Dave Bietz, Assistant City Administrator Brenda Derrig, Assistant City Attorney Ian McLean and Director of Facilities Bekki Majerus met to draft Supplement No. 4.

We are requesting the Commission's approval of Supplement No. 4 to Ground Lease for the Carlson Library/Ed Clapp Senior Center.

Requested Action:

Move to approve Supplement 4 of the Carlson Library-Senior Center Ground Lease.

SUPPLEMENT NO. 4 TO GROUND LEASE

This Supplement No. 4 to Ground Lease (“Supplement No. 4”) is made this ___ day of _____, 2025 (the “Effective Date”) between the Park District of the City of Fargo (“Park District”), a park district under the laws of the State of North Dakota, and the City of Fargo, North Dakota, a municipal corporation (“City”).

RECITALS

WHEREAS, the Park District and the City entered into a Ground Lease dated December 15, 2005, a true and correct copy of which is incorporated by reference herein, for the construction of the southside Library managed by the City and a southside Senior Center (now known as the Ed Clapp Senior Center) managed by the Park District.

WHEREAS, the Park District and the City amended the Ground Lease pursuant to the terms of Supplement No. 1 to the Ground Lease (“Supplement No. 1”). No party is in possession of a copy of Supplement No. 1 and the parties intend to terminate Supplement No. 1 as detailed below.

WHEREAS, the Park District and the City amended the Ground Lease pursuant to the terms of Supplement No. 2 to the Ground Lease (“Supplement No. 2”).

WHEREAS, the Park District and the City amended the Ground Lease pursuant to the terms of Supplement No 3 to the Ground Lease (Supplement No. 3”) dated July 11, 2023.

WHEREAS, the Park District and City desire to amend the terms of the Ground Lease to set forth each Parties’ responsibility for various aspects of the maintenance operations for the facilities (the Carlson Library and Ed Clapp Senior Center) and the grounds/parking lot.

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

1. Section 13 of the Ground Lease shall be deleted and replaced as follows:

13. Facilities and Grounds Maintenance and Capital Improvements. The Park District’s and City’s responsibilities for maintenance of the facilities and grounds shall be as follows:

I. Facilities:

- a. The City shall be solely responsible for the maintenance of the Carlson Library.
- b. The City shall be solely responsible for the maintenance of the shared lobby space of the Carlson Library and the Ed Clapp Senior Center.
- c. The Park District shall be solely responsible for the maintenance of the Ed Clapp Senior Center.

II. Grounds:

- a. The City shall provide maintenance for the parking lot areas to the Carlson Library and Ed Clapp Senior Center to include:
 - i. Parking lot crack sealing, milling, chip sealing and striping;
 - ii. Parking lot sweeping;
 - iii. Snow removal;
 - iv. Changing pole light fixtures and replacement of failed fixtures.

- b. The Park District shall provide maintenance for the ground areas for the Carlson Library and Ed Clapp Senior Center to include:
 - i. Spring cleanup
 - ii. Mowing
 - iii. Weed abatement
 - iv. Landscaping

III. Costs of Maintenance. Regular maintenance costs described above in Sections 13(I) and 13(II) shall be divided between the City and Park District based upon the square footage of the building:

- a. City – 17,101 sf. equal to 68%
- b. Park District – 7,916 sf equal to 32%.

The City and Park District shall document all costs they incur related to maintenance throughout each calendar year. At the end of the calendar year, the Parties shall work together in good-faith to reconcile the cost and make any reimbursement required by this Supplement No. 4. to the Ground Lease.

IV. Capital Improvement Costs. Any capital improvement costs equal to or above ten thousand dollars (\$10,000.00) shall be shared equally between the City and Park District as long as both parties are aware of the project prior to the commencement of said project. If no notification is provided, the initiating party shall cover the complete cost.

2. The Parties Agree that Supplement No. 1. shall be terminated and shall have no validity or enforceability after the Effective Date of this Supplement No 4.

3. All terms and conditions of the Ground Lease, as amended pursuant to Supplement No. 2 and Supplement No. 3, shall remain in full force and effect except as herein amended by this Supplement No 4. Any inconsistency between Supplement No. 4 and the initial Ground Lease, Supplement No 2 and Supplement No. 3, shall be construed in favor of this Supplement No. 4.

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

Park District of the City of Fargo

By: _____
By:
Its: President

By: _____
Its: Clerk

City of Fargo

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


Attest:

Steven Sprague, City Auditor



12

FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance 
RE: FAHR Staff meeting – Items for Commission Review/Approval
DATE: January 21, 2025

Receive & File: No Finance Reports Available

See Police Memo regarding Fargo Police Foundation Giving Hearts Day solicitation of funding for replacement K-9s.

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.

Other Financial Considerations

Administration – Youthworks Grant Agreement

Forestry – 2025 Agreements for Contracted Services

RFP21023 – Tree / Stump Removal

RFP22002 – Landscape Maintenance

RFQ24223 – Tree Injection Services

RFQ24291 – Brush Chipping Services

Strategic Planning – West Fargo Plat Approval

Police – Modular Vehicle Barrier System

Budget Adjustments

Police – Organized Crime Drug Enforcement Task Forces



FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

To: FAHR Committee

From: Chief David B. Zibolski *DZ*

Date: January 7, 2025

RE: Replacement of Two Fargo Police Department K-9s

Committee members,

On January 3, 2025 the Fargo Police Foundation met and discussed their marketing plans for the upcoming Giving Hearts Day in February 2025. I notified the board that two of our department K-9s will likely be aging out sometime in 2026 or early 2027. These would be Sergeant Sam Bollman's K-9 Blue and Sergeant Cernik's K-9 Uno. The board discussed and decided they would like to utilize donations to replace these two K-9s during the Giving Hearts event.

This memo is provided to inform the FAHR Committee of the Police Foundation's intent. Further, to clarify, that should sufficient funds be provided, the K-9s would replace our current dogs, therefore no new equipment, such as vehicles, etc. would be needed. There is a small cost to set up new kennel areas for the new handlers. However, that cost will be covered from the department's operational budget as needed.

I am happy to answer any additional questions that the committee may have.

C.c. City Administrator Mike Redlinger
AC Stefonowicz
PD File

Report of Action:
FAHR Meeting of 1/21/2025

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Administration
Description: As per Memo: Approve Youthworks Grant Agreement
Net Financial Impact: \$0 (included with 2025 Budget)

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve Youthworks Grant Agreement for 2025.



ADMINISTRATION

225 4th Street North

Fargo, ND 58102

www.FargoND.gov

TO: Board of Commissioners

FROM: Michael Redlinger, City Administrator

RE: Youthworks Grant Agreement (EX24213)

DATE: January 13, 2025

The City Commission approved annual Memorandum of Understandings (MOUs) with Youthworks, Cass County, and the City of West Fargo in 2023 and 2024. Youthworks has been a historical provider of “Attendant Care” services for delinquent youth in Cass County, serving minors, the law enforcement community, and the court system. A 2025 Grant Agreement has been created by Youthworks to continue services consistent with the MOU approved in previous years. Funds are included in the City of Fargo’s 2025 Operating Budget for these services.

Suggested Motion:

Approve the Youthworks Grant Agreement for 2025.

GRANT AGREEMENT

This Agreement is made by and between the North Dakota Department of Corrections and Rehabilitation and its Division of Juvenile Services (DJS) (STATE), the North Dakota Association of Counties (NDACo), city and county jurisdictions as listed in Appendix A (JURISDICTIONS), and Youthworks (GRANTEE), Unique Entity Identifier # KCSJVSNHZZL5.

WHEREAS, DJS has determined the Attendant Care services referred to in the paragraph below entitled "Scope of Services" form an appropriate basis for the expenditure of Federal grant funds (CFDA number 16.540) from the Office of Juvenile Justice and Delinquency Prevention (OJJDP); and

WHEREAS, NDACo has agreed to assist DJS in obtaining, coordinating, and administrating these services; and

WHEREAS, JURISDICTIONS have identified and support GRANTEE as an agency authorized to provide services for youth picked up by law enforcement that need a temporary placement option;

WHEREAS, GRANTEE is an appropriate agency to provide Attendant Care services for delinquent youth as defined in the North Dakota Attendant Care Program Guidelines (Guidelines), found at https://www.ndaco.org/programs_and_services/jj/statewide-detention-support-services-sdss/, as well as short-term shelter services for Children in Need of Services (CHINS).

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

I. TERM OF THE AGREEMENT

The term of this agreement shall be from January 1, 2025 through December 31, 2025. This agreement supersedes all previous agreements associated with the scope of services.

II. SCOPE OF SERVICES

The GRANTEE shall:

1. Provide a placement facility that law enforcement can access twenty-four hours a day, seven days a week for delinquent and CHINS youth ages 10-17 who need a non-secure short-term placement option.
2. Provide Attendant Care services to delinquent youth in conformance with all provisions of the Guidelines, including the development of policies and procedures for the supervision of youth.
3. Screen youth for appropriateness, including assessing for immediate mental health needs, history of violence and/or sexual aggression, and current affect and behavior.
4. Notify the Juvenile Court of any delinquent youth placed in the facility within 24 hours of being placed.
5. Submit to NDACo all reports and documentation required by the Guidelines;

6. Allow NDACo to conduct on-site programmatic monitoring of the Attendant Care services, as required pursuant to federal guidelines.

Youth may need to be medically-cleared prior to entry into the facility and/or may not be appropriate due to aggressive behaviors that are likely to occur while at the facility (threatening or aggressive behavior, or non-compliance with the staff).

In the event that more than two youth are referred for placement at the same time, GRANTEE will make every effort to take the additional youth. GRANTEE may provide services to other agencies, but priority will be given to the JURISDICTIONS. GRANTEE will bill a daily rate to those jurisdictions that are not part of this agreement and will track all money collected for purposes of subsequent contract periods.

Grantee will provide placement data, to include the number of youth placed by jurisdiction, on an annual basis. Grantee will provide financial reporting for the 2025 calendar year by January 30, 2026.

III. COMPENSATION

DJS, through NDACo, shall provide reimbursement to the GRANTEE for Attendant Care services outlined in the Guidelines.

JURISDICTIONS shall provide funding to GRANTEE to cover Attendant Care expenses not eligible for reimbursement pursuant to the Guidelines as well as the costs associated with providing shelter services to Children in Need of Services, as outlined in Appendix A.

The GRANTEE agrees to account for any and all grant funds that may be in possession of the GRANTEE throughout the term of this grant and to return any unexpended funds within 30 days after final closing of the grant.

IV. GRANTEE ASSURANCES

The GRANTEE agrees to comply with North Dakota Century Code chapters 27-20.2, 27-20.3, and 27-20.4, and the applicable grant conditions and assurances established by OJJDP for subgrant recipients of these federal funds as fully detailed in Appendix B.

The GRANTEE agrees to comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC § 10228(c) & 10221(a)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 USC § 11182(b)); 28 CFR Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), including Title VI of the Civil Rights Act of 1964, as amended, Section 815(c)(1) of the Justice System Improvement Act of 1979, Equal Employment Opportunity Program Guidelines, Section 504 of the Rehabilitation Act of 1973, as amended, and the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 (42 USC §§ 12131-34); Title IX of the Education Amendments of 1972 (20 USC §§ 1681, 1683, 1685-86); and 28 CFR Part 38 (U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Neighborhood Organizations).

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, GRANTEE agrees to take steps to ensure the persons with Limited English Proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance, including oral and written translation, where necessary. GRANTEE is encouraged to consider the need for language services for LEP persons both in developing its budgets and in conducting its programs and activities. Additional information regarding LEP obligations can be found at <http://www.lep.gov>.

The GRANTEE agrees to designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs and the Office for Civil Rights, Office of Justice Programs.

The GRANTEE is required to complete Federal Civil Rights Non-Discrimination Training developed the Office of Civil Rights (OCR) found at www.ojp.gov/program/civil-rights/video-training-grantees/overview.

The GRANTEE will inform the public and subgrantees of affected persons' rights to file a complaint of discrimination with the Office for Civil Rights, Office of Justice Programs for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the North Dakota Department of Corrections and Rehabilitation, Division of Juvenile Services (DJS).

The GRANTEE will develop an Equal Employment Opportunity Plan (EEOP) and submit an EEOP Utilization Report to the Office for Civil Rights, Office of Justice Programs, if it is a government agency or private business that is receiving an award of \$25,000 or greater and has 50 or more employees. The GRANTEE, if not required to submit an EEOP Utilization Report, will certify that it is exempt from this requirement by submitting an EEOP Certification Form.

The GRANTEE shall not retaliate against individuals for taking action or participating in action to secure rights protected by the above referenced laws.

V. AUTHORITY TO CONTRACT

The GRANTEE shall not have the authority to contract on behalf of or incur obligations on behalf of NDACo or DJS without written approval of NDACo and DJS. If such subcontract is approved, it shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate.

VI. INDEPENDENT ENTITY

The GRANTEE shall perform as an independent entity under this agreement. The GRANTEE, its employees, agents or representatives are not employees of NDACo or DJS. No part of this agreement shall be construed to represent the creation of an employer/employee relationship.

VII. AUDIT RESPONSIBILITY

The GRANTEE agrees to keep such financial records as are required for sub-grants of OJJDP grant awards, as detailed in the Office of Justice Programs, Financial Guide and associated Federal Circulars. These records shall be made available to NDACo, DJS, or their agents, upon request at any time during normal business hours. The GRANTEE agrees to include these funds in the annual audit of its organization, and further agrees to allow NDACo, DJS, or their agents, to conduct an audit at the expense of NDACo, DJS, or their agents.

VIII. RETENTION/PRIVACY OF RECORDS

The GRANTEE agrees to retain the financial records identified in paragraph VII above, for a period of three years or until an audit is completed and closed, whichever occurs later. The GRANTEE further agrees to assure the privacy and confidentiality of client records in conformance with all applicable State and federal laws and regulations. The GRANTEE understands that except for the records that are confidential or that have been identified as exempt, this Agreement, and any records generated pursuant to this Agreement may be subject to disclosure under applicable state and federal law.

IX. TERMINATION OF AGREEMENT

If through good cause, the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement, NDACo or DJS shall thereupon have the right to terminate this agreement by giving written notice 30 days prior to termination to the GRANTEE of such termination. Notwithstanding a termination pursuant to this paragraph, the GRANTEE shall not be relieved of liability to NDACo or DJS, and NDACo or DJS may withhold any payment otherwise due to the GRANTEE.

DJS and NDACo may terminate this Agreement upon delivery of written notice to the GRANTEE, or on any later date stated on the notice under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for the services specified in the Agreement. The Agreement may be modified by the consent of the parties in writing to accommodate any reduction in funds;
- b. If federal or state laws or rules are modified or interpreted in a way that the funding or services are no longer allowable or appropriate or are no longer eligible for funding or payment authorized by this Agreement;
- c. If any license, permit or certificate required by rule or law, or by the terms of the Agreement between the parties, is for any reason denied, revoked, suspended or not renewed.

X. INTERACTING AND MODIFICATION

This agreement constitutes the entire agreement between the GRANTEE, NDACo and DJS. No alteration or amendment shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XI. **APPLICABLE LAW**

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

XII. **CAPTIONS**

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

XIII. **EXECUTION AND COUNTERPARTS**

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

XIV. **NOTICES**

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business.

XV. **ASSIGNMENT**

This agreement shall not be assigned or transferred without the expressed written consent of the parties.

XVI. **SUCCESSORS IN INTEREST**

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

XVII. **FORCE MAJEURE**

The GRANTEE shall not be held responsible for delay or default caused by fire, riot, acts of God and war and other events that are beyond the GRANTEE's reasonable control, provided notice is given to NDACo and DJS of any such delay or default.

XVIII. **SEVERABILITY**

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

XIX. **INDEMNITY**

GRANTEE agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (STATE), from and against claims based on the vicarious liability of the STATE or its agents, but not against claims based on the STATE'S contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by GRANTEE for the STATE under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the STATE is necessary. Any attorney appointed to represent the STATE must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney

General as required under N.D.C.C. § 54-12-08. GRANTEE also agrees to reimburse the STATE for all costs, expenses and attorneys' fees incurred if the STATE prevails in an action against GRANTEE in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Contract.

XX. INSURANCE

If GRANTEE is a political subdivision, then GRANTEE shall have liability coverage pursuant to N.D.C.C. 32-12.1. If GRANTEE is not a political subdivision then GRANTEE shall secure and keep in force during the term of this Contract and GRANTEE shall require all subcontractors, prior to commencement of an agreement between GRANTEE and the subcontractor, to secure and keep in force during the term of this Contract, 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 \$2,000,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Contract.

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 GRANTEE.
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 duty to defend, indemnify, and hold harmless the STATE under this Contract shall not be limited by the insurance required in this Contract.
4. The State of North Dakota and its agencies, officers, and employees (STATE) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The STATE shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Contract or by the contractual indemnity obligations of the GRANTEE.
5. A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the STATE.
6. The GRANTEE shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Contract. All endorsements shall be provided as soon as practicable.
7. Failure to provide insurance as required in this Contract is a material breach of contract entitling the STATE to terminate this Contract immediately.

- 8. GRANTEE shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. GRANTEE shall provide on an ongoing basis, current certificates of insurance during the term of this Contract. A renewal certificate will be provided 10 days prior to coverage expiration.

XXI. SPOILATION

GRANTEE shall promptly notify STATE of all potential claims that arise or result from this Contract. GRANTEE 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.

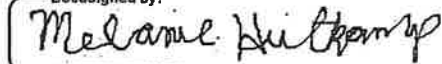
GRANTEE:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Youthworks

DocuSigned by:

 25818DB67A74E6...
 Melanie Heitkamp, Executive Director

11/25/2024

Date

APPENDIX A

PROPOSED BUDGET FOR 12 MONTHS	CALENDAR YEAR
FARGO L.E. SHELTER	2025
INCOME	
FARGO PD (CITY)	41,200.00
WEST FARGO PD (CITY)	36,050.00
CASS COUNTY	97,850.00
BARNES COUNTY	1,545.00
DICKEY COUNTY	1,545.00
FOSTER COUNTY	1,545.00
GRIGGS COUNTY	1,545.00
LAMOURE COUNTY	1,545.00
RANSOM COUNTY	1,545.00
STUTSMAN COUNTY SHERIFF'S OFFICE	1,545.00
TRAILL COUNTY	1,545.00
YOUTHWORKS FUNDRAISING FUNDS	25,000.00
ATTENDANT CARE PROGRAM (EST)	20,000.00
TOTAL INCOME	232,460.00
EXPENSES	
PERSONNEL FULL TIME	111,076.00
BENEFITS FULL TIME	38,258.00
OPERATIONAL COSTS (space, utilities, ins, repairs)	18,126.00
PART TIME SHELTER STAFF	65,000.00
TOTAL EXPENSES	232,460.00
NET INCOME	0.00

APPENDIX B

Grant Award Conditions

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

4

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the

workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

7

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

8

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone

number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

33

Title II Performance Reports

The recipient shall submit annual performance reports. Performance reports shall be submitted after the end of the reporting period (October 1 - September 30), no later than December 30 of each year, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>.

34

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

35

OJJDP- Title II - Withholding of funds for pending budget documentation

The recipient may not expend or draw down award funds until the recipient submits, and OJP reviews and approves, the required budget and budget narrative reflecting the total amount for the award, and an Award Condition Modification (ACM) has been issued to remove this award condition.

36

The grantee agrees that not later than 60 days after the date on which the award is made (or, if applicable, 60 days after OJJDP releases a grant condition requiring a revised state plan), the grantee shall make the state plan or amended plan required under 34 U.S.C. 11133(a), and submitted as part of the application for this award, publicly available, by posting it on the state's publicly available website.

37

The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.

38

The recipient agrees that, as required by federal law (31 U.S.C. 1301(a)), the funds allocated to support its State Advisory Group (SAG) pursuant to 34 U.S.C. 11132(d) must be expended in a manner consistent with the purposes set forth at 34 U.S.C. 11133(a)(3)(B), (C), and (D). If the recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of 2 C.F.R. 200.454. The use of federal funds for 1) cash or in-kind contributions, 2) donations, or 3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by 2 C.F.R. 434 and 454.

39

Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. 11101, et seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government. This prohibition applies also to an Acting Chair, or other person assuming the duties and responsibilities of the Chair, whether permanently or on a temporary basis.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

Non-profit organization recipient - Disclosure of process for determining compensation

For any year during the period of performance for this award as to which the recipient non-profit organization believes (or asserts) that it has satisfied the requirements of 26 C.F.R. 53.4958-6 (which relates to establishing or invoking a rebuttable presumption of reasonableness of compensation of certain individuals and entities), the recipient must make a prompt written disclosure to OJP that satisfies the requirements of this award condition.

(Under certain circumstances, a non-profit organization that provides unreasonably-high compensation to certain persons may subject both the organization's managers and those who receive the

compensation to additional federal taxes. A rebuttable presumption of the reasonableness of a non-profit organization's compensation arrangements, however, may be available if the non-profit organization satisfied certain rules set out in Internal Revenue Service regulations with regard to its compensation decisions.)

Each disclosure required by this award condition must describe in pertinent detail the process used by the recipient non-profit organization to determine the compensation of its officers, directors, trustees, and key employees (together, "covered persons"). At a minimum, the disclosure must describe in pertinent detail --

- (1) the composition of the body that reviews and approves compensation arrangements for covered persons;
- (2) the methods and practices used by the recipient organization to ensure that no individual with a conflict of interest participates as a member of the body that reviews and approves a compensation arrangement for a covered person;
- (3) the appropriate data as to comparability of compensation that is obtained in advance and relied upon by the body that reviews and approves compensation arrangements for covered persons;
- (4) the written or electronic records that the recipient maintains as concurrent documentation of the decisions with respect to compensation of covered persons made by the body that reviews and approves such compensation arrangements, including records of deliberations and of the basis for decisions.

For purposes of this condition, the following terms and phrases have the meanings set out by the Internal Revenue Service for use in connection with 26 C.F.R. 53.4958-6: officers, directors, trustees, key employees, compensation, conflict of interest, appropriate data as to comparability, adequate documentation, concurrent documentation.

This condition implements a law that affects the program under which this OJP award is made. In accepting this award, the recipient acknowledges that, following receipt of an appropriate request, OJP may be authorized or required by law to make information submitted pursuant to this condition available for public inspection.

44

Representation and agreement regarding funds in offshore accounts

In accepting this award, the recipient nonprofit organization --

- (1) represents to the Department of Justice that it does not hold money in offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a), and agrees that it will not hold money in any such accounts for such a purpose during the period of performance of this award; and
- (2) agrees that, if, during the period of performance of this award, the recipient learns that it does hold money in offshore accounts for such a purpose, it will immediately stop any further obligations of award funds, it will provide prompt written notification to OJP, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OJP.

45

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.



**Report of Action:
FAHR Meeting of 1/21/2025**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Public Works/Forestry
Description: As per the memo, approve negotiated annual increases as allowed in contracts.
Net Financial Impact: \$0 (included with 2025 budget)

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve 2025 contracted forestry services agreements with Cougar Tree Care, Inc. for tree and stump removal (RFP21023), All-Terrain Grounds Maintenance for landscape bed maintenance (RFP22002), Carr's Tree Service for injection services (RFP24223) and Carr's Tree Service for chipping services (RFQ24291).



PUBLIC WORKS OPERATIONS

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants 402 23rd STREET NORTH FARGO, NORTH DAKOTA 58102 PHONE: (701) 241-1465 FAX: (701) 241-8100

December 30, 2024

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

RE: 2025 agreements for contracted forestry services

Commissioners:

Through the RFP/RFQ process, rates were secured for four (4) forestry related contracted services. These agreements - city commission previously approved along with the option to negotiate and extend additional seasons.

Agreement status:

- 1. Tree/Stump Removal - 2025 will be season 5 of a 5-year agreement (Cougar Tree Care, Inc.)
2. Landscape Maintenance Services - 2025 will be season 4 of a 5-year agreement (All-Terrain Grounds Maintenance)
3. Tree Injection - 2025 will be season 2 of a 5-year agreement (Carr's Tree Service)
4. Brush Chipping - 2025 will be season 2 of a 5-year agreement (Carr's Tree Service)

Table with 3 columns: Activity/Service, 2024 rate, 2025 proposed rates. Rows include Tree Removal, Stump Removal, Landscape Maintenance, Tree Injection, and Brush Chipping.

A 3% average increase has been requested. Based on 2024 numbers, the 2025 forestry budget can support the proposed rate changes.

Recommended motion:

Move to approve 2025 contracted forestry services agreements with Cougar Tree Care, Inc. for tree and stump removal (RFP21023), All-Terrain Grounds Maintenance for landscape bed maintenance (RFP22002), Carr's Tree Service for injection services (RFQ24223), and Carr's Tree Service for brush chipping services (RFQ24291).

Your approval of this request is appreciated.

Sincerely, Scott Liudahl, City Forester

Handwritten signature of Scott Liudahl.

Cc: Ben Dow Commission 2025 contract agreements.doc

Central Fueling Fleet Purchase And Vehicle Maintenance

Right of Way Maintenance Sanitary & Storm Sewer Maintenance

Snow Removal Street Maintenance Street Name Sign Maintenance

Urban Forestry Watermeters Watermain Distribution

Tree and Stump Removal Services - 2025

I. Agreement

This agreement is between the City of Fargo (City) and Cougar Tree Care, Inc. (Contractor) to provide tree and stump removal services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2025.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for the removal of trees and stumps in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

Partial billing is acceptable at any time. Contractor may be subject to Liquidated Damages per the latest version of the City of Fargo Standard Specification for Construction for removals not completed within the allowed time frame.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

XIII. Law

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

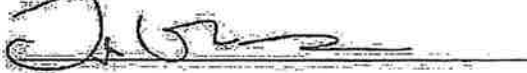
The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 12-27-24

CONTRACTOR

Cougar Tree Care, Inc.



By (signature): James Danielson

Its: President

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Landscape Maintenance Services - 2025

I. Agreement

This agreement is between the City of Fargo (City) and All-Terrain Grounds Maintenance (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on approximately October 31, 2025. The term of this agreement may be extended for one-year periods for a maximum of one (1) additional year, if approved and accepted in writing by both the contractor and the city prior to the season start of the appropriate year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for the maintenance of trees, shrubs, perennials, and planting beds. Services shall include keeping planting beds and mulch/rock areas weed free, and collecting and removing debris. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will compensate Contractor per bi-weekly price. Invoices for each location shall be submitted monthly.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

XIII. Law

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 12/27/2024

CONTRACTOR

All-Terrain Grounds Maintenance



By (signature):

Its: **Director of Customer Experience**

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Tree Injection Services - 2025

I. Agreement

This agreement is between the City of Fargo (City) and Carr's Tree Service (Contractor) to provide tree injection services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2025. The terms of this agreement may be extended, if accepted and signed by the Contractor and City, for three (3) additional year's extension, provided the negotiated extension is signed by parties on or around February 15th of the contract year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for tree injection in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

Partial billing is acceptable at any time. City will compensate Contractor per proposal price.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

XIII. Law

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 12-27-24

CONTRACTOR

Carr's Tree Service

 _____

By (signature):

Its: CEO

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Residential Curbside Brush Chipping Operations - 2025

I. Agreement

This agreement is between the City of Fargo (City) and Carr's Tree Service, Inc. (Contractor) to provide brush-chipping services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2025. The terms of this agreement may be extended, if accepted and signed by the Contractor and City, for three (3) additional one (1) year extensions, provided the negotiated extension is signed by parties on or around February 15th of the contract year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for brush chipping operations in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

Partial billing is acceptable at any time. City will compensate Contractor per proposal price.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Commercial General Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

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This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

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There are no third-party beneficiaries of this Agreement and except by way of assignment, no third party may acquire any rights or incur any liabilities hereunder.

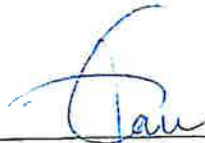
XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 12-27-24

CONTRACTOR: Carr's Tree Service, Inc.



By (signature):

Its (title): CEO

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

12/26/24

Tree Removal
Stump Removal

Scott Liudahl

From: Scott Liudahl
Sent: Monday, December 9, 2024 9:22 AM
To: 'James Danielson'
Subject: RE: 2025 contract agreements - Fargo Forestry

Yes.

Thanks James.
Scott

From: James Danielson <cougartreecare@hotmail.com>
Sent: Thursday, December 5, 2024 2:36 PM
To: Scott Liudahl <SLiudahl@FargoND.gov>
Subject: RE: 2025 contract agreements - Fargo Forestry

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

Hello Scott,
Will \$23.80 per diameter inch for the tree removals and \$185.45 per stump work for the 2025 season for you?

James K Danielson
Cougar Tree Care Inc.

From: Scott Liudahl <SLiudahl@FargoND.gov>
Sent: Wednesday, November 20, 2024 1:02 PM
To: James Danielson <cougartreecare@hotmail.com>
Subject: 2025 contract agreements - Fargo Forestry

Hi James.

I have started the process of updating our contract agreements for 2025.

- Tree/Stump Removal - 2025 will be season 5 of a 5-year agreement. *(I was looking at the wrong document when we spoke last week. Sorry about that.)*

<u>Activity/Service</u>	<u>2024 rate</u>	<u>2025 proposed rates</u>
Tree Removal	\$23.33 per diameter inch	???
Stump Removal	\$181.78 per stump	???

If interested, and within the next couple weeks, if you could provide me updated numbers, that would be appreciated. If the rate will stay the same, just indicate "no change".

Thanks James.
Scott

12/26/24 Landscape Maintenance Services

Scott Liudahl

From: Scott Liudahl
Sent: Monday, November 25, 2024 1:19 PM
To: 'Randy Gresh'
Subject: RE: 2025 contract agreements - Fargo Forestry

Okay. Thanks Randy.

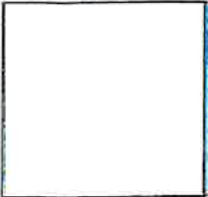
Scott

From: Randy Gresh <randy.gresh@allterrainfargo.com>
Sent: Monday, November 25, 2024 1:18 PM
To: Scott Liudahl <SLiudahl@FargoND.gov>
Subject: Re: 2025 contract agreements - Fargo Forestry

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Ok thanks. As long as the sites remain the same there will be no change in the rate for 2025.

Thank you



On Mon, Nov 25, 2024 at 10:29 AM Scott Liudahl <SLiudahl@fargond.gov> wrote:

I think there was just one. But like I said, I can't think of it right now.

Scott

From: Scott Liudahl
Sent: Monday, November 25, 2024 10:19 AM
To: 'Randy Gresh' <randy.gresh@allterrainfargo.com>
Subject: RE: 2025 contract agreements - Fargo Forestry

Hi Randy.

I might, but it's not coming to me now.

Scott

From: Randy Gresh <randy.gresh@allterrainfargo.com>
Sent: Monday, November 25, 2024 9:46 AM
To: Scott Liudahl <SLiudahl@FargoND.gov>
Subject: Re: 2025 contract agreements - Fargo Forestry

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

Good morning Scott,

Are you planning any additions for 2025?

Thanks



On Wed, Nov 20, 2024 at 1:05 PM Scott Liudahl <SLiudahl@fargond.gov> wrote:

Hi Randy.

I have started the process of updating our contract agreements for 2025.

- Landscape Maintenance - 2025 will be season 4 of a 5-year agreement.

<u>Activity/Service</u>	<u>2024 rate</u>	<u>2025 proposed rates</u>
Landscape Maintenance	\$2,495.00 bi-weekly	???

If interested, and within the next couple weeks, if you could provide me updated numbers, that would be appreciated. If the rate will stay the same, just indicate "no change".

Thanks Randy.

Scott

12/26 Tree Injection
Brush Chipping

Scott Liudahl

From: Scott Liudahl
Sent: Monday, December 9, 2024 9:23 AM
To: 'Quincey Circo'
Cc: Erik Euteneuer; Jill Carlson; Evan Amundson
Subject: RE: 2025 contract agreements - Fargo Forestry

Thanks Quincey.

Scott

From: Quincey Circo <qcirco@carrstreeservice.com>
Sent: Thursday, December 5, 2024 1:35 PM
To: Scott Liudahl <SLiudahl@FargoND.gov>
Cc: Erik Euteneuer <euteneuer@carrstreeservice.com>; Jill Carlson <jcarlson@carrstreeservice.com>; Evan Amundson <evanacts@carrstreeservice.com>
Subject: Re: 2025 contract agreements - Fargo Forestry

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

Afternoon Scott,

Sorry for the delay in getting these to you.

2025 Proposed Rates:
Ash injection (5ml/inch) - \$5.20 per inch
Brush Chipping - \$140.66 per hour

Please let us know if you have any questions or concerns.

On Wed, Nov 20, 2024 at 1:13 PM Scott Liudahl <SLiudahl@fargond.gov> wrote:

Hello Erik and Quincey.

I have started the process of updating our contract agreements for 2025.

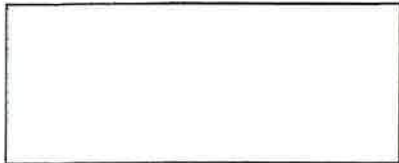
- Tree Injection - 2025 will be season 2 of a 5-year agreement
- Brush Chipping - 2025 will be season 2 of a 5-year agreement (*May 1 – October 31 is the current plan*)

<u>Activity/Service</u>	<u>2024 rate</u>	<u>2025 proposed rates</u>
Tree Injection	\$5.00 per diameter inch	???
Brush chipping	\$135.25 per hour	???

If interested, and within the next few weeks, if you could provide me updated numbers, that would be appreciated. If the rate will stay the same, just indicate "no change".

Thank you.

Scott



Quincey Circo
General Foreman
qcirco@carrstreeservice.com
218-770-9791
Certified Arborist MW-6182A

**Report of Action:
FAHR Meeting of 1/21/2025**



- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Strategic Planning
Description: As per the memo, approve agreement with the City of West Fargo and City of Fargo regarding the plat of landfill property and related payment in lieu of parkland dedication for \$52,473.72.
Net Financial Impact: NA Expense will be netted from land sale proceeds. Neither sale revenue, nor related expenses were budgeted for 2025.

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve an agreement between the City of West Fargo and the City of Fargo for the 12th Avenue Industrial Division, which includes a \$52,843.72 payment in lieu of public dedication of parkland.



MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: December 16, 2024

SUBJECT: Sale of Landfill Property – West Fargo Plat Approval

The West Fargo Planning Commission is recommending approval of a plat of landfill property that the City of Fargo will retain. West Fargo subdivision regulations require some parkland dedication or a payment to the park system. West Fargo Parks has no need for parkland on this site, so the payment will be \$52,843.72.

Attached is the agreement with the City of West Fargo and the City of Fargo for you review.

Recommended Motion:

Approve an agreement between the City of West Fargo and the City of Fargo for the 12th Avenue Industrial Division, which includes a \$52,843.72 payment in lieu of public dedication of parkland.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Fargo (the "Developer") and the City of West Fargo, a North Dakota Municipal corporation (the "City").

WHEREAS, the Developer desires to plat and develop a piece of property in the City of West Fargo to be known as 12th Avenue Industrial Addition (the "Property"); and

WHEREAS, the ordinances of the City of West Fargo require at the time of platting that certain public property be dedicated to the City or a cash payment to be made in lieu thereof; and

WHEREAS, the parties agree that such dedication shall be made as herein provided.

NOW, THEREFORE, be it agreed between the parties as follows:

1. The Developer hereby agrees that it will pay a total sum of \$52,843.72 in lieu of public dedication, which entire sum shall be paid prior to and as a condition precedent to the City recording the subdivision plat of 12th Avenue Industrial Addition.

2. The City agrees that it will review the plat of 12th Avenue Industrial Addition, and following regular procedures will approve a plat of 12th Avenue Industrial Addition with payment in lieu of public land dedication in the amount set forth in paragraph 1 of this Agreement. Nothing in this agreement shall be construed as exempting the plat of 12th Avenue Industrial Addition from complying with the City of West Fargo's subdivision ordinances as amended from time to time.

3. The City agrees that it will use the cash payment in lieu of public dedication

for the purpose of providing public uses and facilities which will benefit the general neighborhood of 12th Avenue Industrial Addition under the provisions of the subdivision regulations found under Title IV of the ordinances of the City of West Fargo, North Dakota.

4. The parties to this Agreement understand that if the Developer conveys the property interest in 12th Avenue Industrial Addition to another entity or person, those entities or persons shall be bound by the terms of this Agreement. Furthermore, any other successor, heir, assign or assignee of real estate in 12th Avenue Industrial Addition will be bound by the terms and conditions of this Agreement, and no entity shall be entitled to a building permit in 12th Avenue Industrial Addition unless and until the dedications herein described have been made and determined to have been satisfied by the City of West Fargo.

5. Any and all claims that arise or may arise against Developer, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Developer, its agents, servants, employees, or assigns shall save, indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorney's fees, which the City, its officers or employees may hereafter sustain, arise out of, incur, or be required to pay, in any way connected with the use of the Property. However, this paragraph shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees, agents or designees.

6. This Agreement may not be altered or amended except in writing executed

by all parties.

7. This Agreement shall be recorded. Additionally, it shall be the affirmative duty of the Developer to provide a copy of this Agreement to any successor, heir or assign.

8. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

CITY OF WEST FARGO

BY: _____
Its: Mayor

BY: _____
Its: Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie Dardis and Dustin T. Scott, known to me to be the persons who are described in and who executed the above and foregoing document and acknowledged to me that they executed the same.

[SEAL]

Notary Public

DEVELOPER:

City of Fargo

By: Timothy J. Mahoney, Mayor

By: Steven Sprague, Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Timothy J. Mahoney and Steven Sprague, known to me to be the persons who are described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the City of Fargo

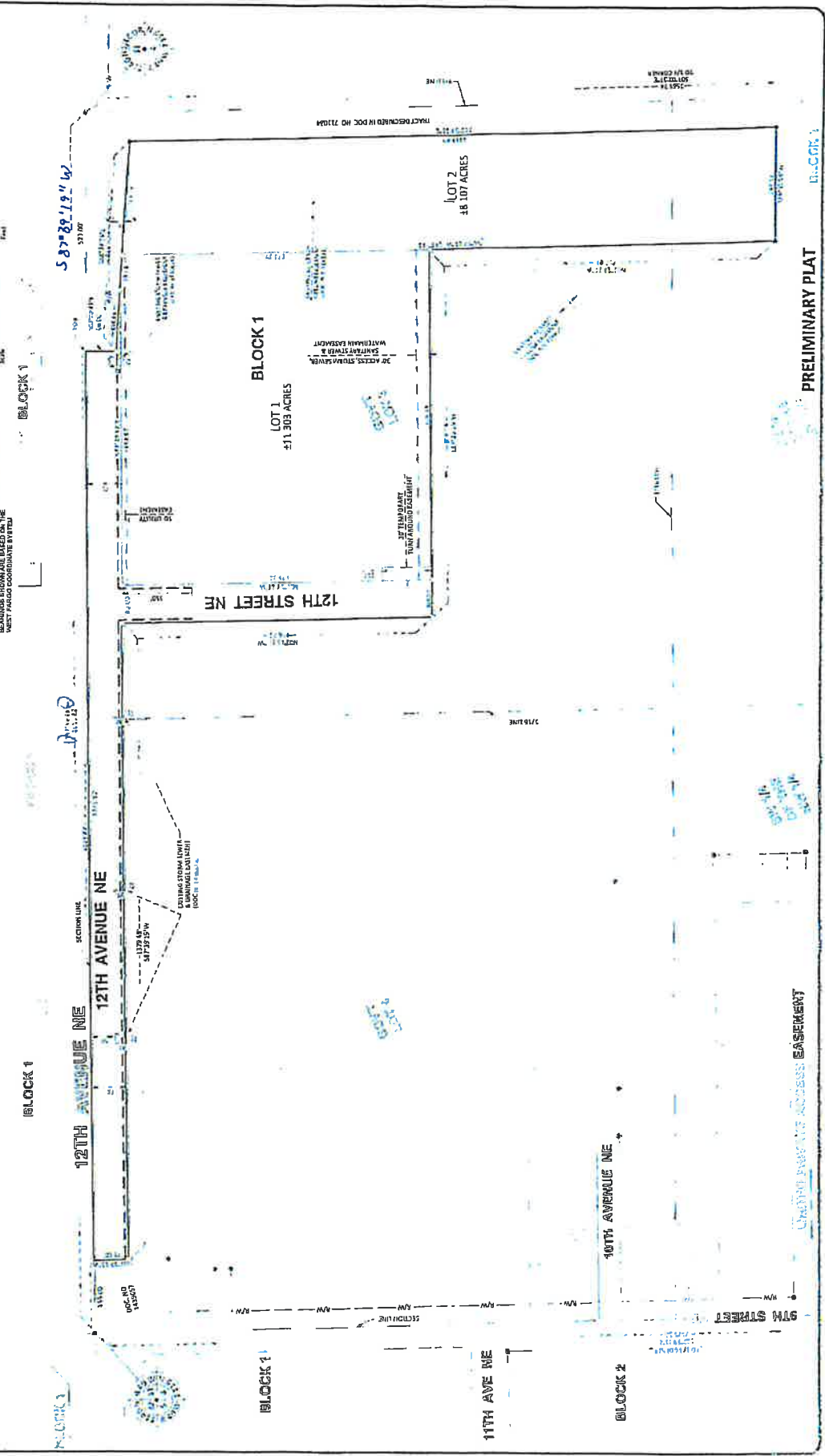
[SEAL]

Notary Public

12TH AVENUE INDUSTRIAL ADDITION
 BEING A PLAT OF A PORTION OF THE
 NORTHWEST QUARTER OF SECTION 4, T. 139 N., R. 49 W.
 TO THE CITY OF WEST FARGO,
 CASS COUNTY, NORTH DAKOTA

HOUSTON
 ENGINEERING, INC.
 Street 1 of 2
 Project No. 6059-0222

- LEGEND**
- IRON NAIL POINT
 - UTILITY SET
 - PLAT BEARING
 - AGREED DISTANCE
 - PLAT BOUNDARY
 - BOUNDING LOT LINE
 - ACCESS CONTROL
 - EXISTING CASSEMENT
 - BOUNDARIES SHOWN ARE BASED ON THE BEST AVAILABLE COORDINATE SYSTEM



PRELIMINARY PLAT



November 20, 2024

Nate Vollmuth
Goldmark
2000 44th St S, #102
Fargo, ND 58103

RE: 12th Ave Industrial Addition - Public Dedication

Dear Nate,

The West Fargo Park District has received your plan for development of 12th Avenue Industrial Addition.

The West Fargo Park Board voted to accept the preliminary plat and request the public dedication be satisfied using fee-in-lieu of land, allocated for use by the West Fargo Park District. The funds are intended to be utilized for improvements to Armour Park, the nearest park to the proposed development.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Mathern", is written over a light blue horizontal line.

Josh Mathern
Operations Director
West Fargo Park District

cc. Aaron Nelson

**Report of Action:
FAHR Meeting of 1/21/2025**



- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Police

Description: As per the memo, the Police Department requests to purchase modular vehicle barriers with a funding source of the pending Public Safety Sales Tax. The request to order the equipment now is due to lead time issues and the desire to receive this equipment in time for 2025 events. FAHR noted that the board of City Commissioners has not discussed intended uses for these sales tax proceeds, but that the topic will be briefly addressed at Finance Committee on Tuesday, January 21. FAHR agrees that this equipment would be an appropriate use of Public Safety Sales Tax, and understands the time element with the purchase.

Additionally, this purchase is requested as a Sole Source Procurement. After research, the Police Department believes this product to be the only available product to offer the unique features as noted, including ease of installation and storage, zero maintenance, transition to a gate, etc.

Net Financial Impact: \$372,416 (to be funded via Public Safety Sales Tax)

At their meeting, FAHR endorsed this request with the expectation that general discussion with the Board of City Commission regarding Public Safety Sales Tax will be held during the Finance Committee meeting.

Suggested Motion:

Approve the allocation of \$372,416 from the Public Safety Sales Tax for the Sole Source Procurement of the Modular Vehicle Barrier (MVB3X) system.



FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

To: F.A.H.R. Committee

From: Chief David Zibolski

Date: 01/03/2025

RE: Acquisition of Modular Vehicle Barrier System

The Fargo Police Department proposes the acquisition of the Modular Vehicle Barrier (MVB3X) system from Advanced Security Technologies to enhance public safety and bolster our event security measures. This system addresses critical vulnerabilities in perimeter security for mass gatherings, as identified during past special events.

Background:

Special events in the City of Fargo require robust emergency operations planning to mitigate the risks associated with vehicle-borne threats. In recent years, intentional motor vehicle assaults at mass gatherings have highlighted the need for proactive measures to protect life and property during large public events, such as city-sponsored concerts and festivals. Current traffic control measures, such as traditional barricades, jersey barriers, and snow plow trucks that risk vehicle damage, are either insufficient, labor-intensive, or impractical for rapid deployment. The MVB3X system offers an innovative solution, addressing these shortcomings while improving our overall response capabilities.

The denial of previous funding efforts underscores the need for alternative financial solutions to acquire this critical security infrastructure. Recent events, including the Waukesha Christmas Parade killing six and wounding 62 others, German Christmas Market Attack that killed five, injured 200, which included 41 with serious injuries, and, most recently, the New Orleans attack on Bourbon street that killed at least 15 people, highlight the growing threat of vehicle-borne attacks at public gatherings. Fargo is not immune to this possibility considering the events of July 14, 2023. Advanced Security's modular anti-ramming barrier system allows barriers to be moved and erected without the need for heavy equipment, offering a cost-effective and practical solution for our event security needs. These incidents reinforce the urgency and importance of this project in protecting our community.

Assessment:

The risk of violent attacks to attendees of public events is a known threat to communities across the nation. Vehicles used as weapons to attack mass gatherings is not a new threat and is a priority for local event planning and response coordination. Event coordinators and emergency response agencies have committed staff and resources to special event preparedness and traffic control measures to protect special event attendees. These traffic control measures are necessary to modify normal traffic flow while deterring and preventing threats from vehicles used as weapons at mass gatherings. Current traffic control measures simply inform drivers of a road closure (barricade), or are impractical to deploy due to weight, numbers and cost (jersey barriers), or rely on City of Fargo staff and asset availability while risking damage to expensive equipment (snow plow trucks).

The MVB3X system has undergone rigorous testing, meeting internationally recognized safety standards (ASTM-F2656-15, PAS 68:2013, and IWA 14-1:2013). It is lightweight, modular, and deployable by a single person, making it both efficient and cost-effective. Additionally, it is certified for use against significant vehicle impacts, ensuring the safety of event attendees.

Key Features and Advantages:

1. Deployment Efficiency:

- Single-person setup and dismantling, requiring no tools.
- Barriers can be assembled in under one minute per unit.

2. Modularity and Adaptability:

- Customizable lengths to fit various event sizes and road widths.
- Can function as operational gates for emergency access.

3. Durability and Maintenance:

- Zero-maintenance design reduces long-term costs.
- Multi-terrain capability ensures usability on diverse surfaces.

4. Safety Standards:

- Tested and certified to stop vehicles weighing up to 7.5 tons.
- Open structure minimizes risks associated with ricochet hazards.

Financial Overview:

The total estimated cost for the acquisition of the MVB3X system, including two 72-unit trailers and accessories, is approximately \$372,416. This cost includes:

- Modular Vehicle Barriers (MVB3X units).
- U.S.-made transport trailer compliant with DOT regulations.
- On-site training for personnel.

Funding Source:

This project aligns with the intent of the public safety sales tax revenue approved by City of Fargo voters. While previous funding efforts, including the SHSP24 grant application, were denied, the critical importance of this project necessitates leveraging available local resources to ensure its success.

Recommended Motion:

Approve the allocation of \$372,416 from the emergency services sales tax revenue for the purchase of the Modular Vehicle Barrier (MVB3X) system. Due to the high demand for this critical safety equipment and the 90-day lead time required for delivery, immediate approval is essential to ensure Fargo's preparedness for large-scale events and the protection of public safety in 2025.

Attachments:

1. Product Brochure – Modular Vehicle Barrier System.
2. Price Quotation for 72-Unit Trailer System.
3. Sole Source Documentation

ADVANCED SECURITY TECHNOLOGIES

TESTED &
CERTIFIED



MODULAR VEHICLE BARRIER

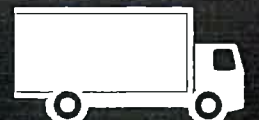
COMPLETE SYSTEM

featuring the MVB 3X



- Each MVB3X unit is lightweight at 53lbs
- Create a barrier for any street width
- One person to assemble/dismantle
- Open a roadway in seconds
- No tools required
- Zero maintenance
- Custom trailer for easy transport and organized storage

PROTECT AGAINST



vehicle-barriers.com • info@adsectec.com • 1-833-52-GO-AST

TESTED & CERTIFIED

MVB™ 3X by MIFRAM

IWA 14 -1:2013

Tested & Certified at
 2,500 kg @ 48 km/hr
 [5,513 lbs. @ 29.83 mi/h]
 Penetration 10.9 m [35.76 ft.]
 Tested & Certified at
 7,500 kg @ 32 km/hr
 [16,538 lbs. @ 19.88 mi/h]
 Penetration 10.4 m [34.12 ft.]
 Tested & Certified at
 7,200 kg @ 48 km/hr
 [15,876 lbs. @ 29.83 mi/h]
 Penetration 17.8 m [58.4 ft.]

ASTM - F2656-15

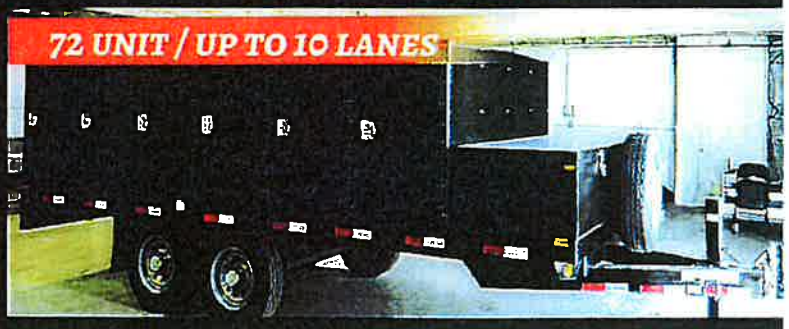
Tested & Certified at
 2,500 kg @ 48 km/hr
 [5,513 lbs. @ 29.83 mi/h]
 Penetration 9.7 m [31.83 ft.]
 Tested & Certified at
 7,500 kg @ 50 km/hr
 [16,538 lbs. @ 31.06 mi/h]
 Penetration 19 m [62.3 ft.]

PAS 68:2013

Tested & Certified at
 2,500 kg @ 48 km/hr
 [5,513 lbs. @ 29.83 mi/h]
 Penetration 9.7 m [31.83 ft.]
 Tested & Certified at
 7,500 kg @ 32 km/hr
 [16,538 lbs. @ 19.88 mi/h]
 Penetration 9 m [29.53 ft.]
 Tested & Certified at
 7,500 kg @ 48 km/hr
 [16,538 lbs. @ 29.83 mi/h]
 Penetration 17.8 m [58.4 ft.]

~667 KJ Energy Absorption

Equal to 89 Concrete blocks of 1 M³ [2.4 Ton - 5,292 lbs.]
 Movement for 1 M Distance at 7,500 kg @ 50 km/hr [16,538 lbs. @ 31.06 mi/h]



AST trailers are made in the United States and comply with US DOT regulations. Each trailer is specially designed to safely store and transport the MVB3X system inventory. Built with ease of use in mind, every complete system includes the specific number of MVB3X barriers, appropriate size trailer and the accessories to meet your operational requirements.



Locker for fixed storage



Use as an operational gate



Sequential lighting



vehicle-barriers.com • info@adsectec.com • 1-833-52-GO-AST



Bringing Advanced Technologies to the Security World

January 3rd, 2025

Travis Stefonowicz
Assistant Chief of Police
The City of Fargo
105 25th St. N
Fargo, ND 58102

Tel: 701-476-4094
Email: TStefonowicz@FargoND.gov

RE: Sole Source Letter

Assistant Chief Stefonowicz,

This letter hereby confirms that Advanced Security Technologies LLC (AST) is the sole source provider of the Mobile Vehicle Barrier System package, which includes the specialized transport trailer, the modular vehicle barriers, pivot systems, packaging boxes and sequential lighting for units with Pivot system. No other company or entity provides all the components of the system.

The Unique characteristics of the MVB3X system are:

- One person to install and dismantle
- One minute for each section to be connected
- Transition into an operation gate for access control
- System can be used as an active gate
- Folds for easy carrying
- Easy to store
- No tools required
- Zero maintenance
- Designed for multi-terrain use
- Adaptable to any road width
- Mobile with AST dedicated trailers
- Assemble lighting system when events run into the night hours

AST supplies the Modular Vehicle Barrier System package throughout the United States. We look forward to working with The Fargo Police Department meet its security needs.

If you have any additional questions, please do not hesitate to contact me at 917-561-1344.

Sincerely,

Yaron Getter
Principal & Co-Founder
Advanced Security Technologies LLC



Bringing Advanced Technologies to the Security World

January 3, 2025

Travis Stefonawicz
Assistant Chief of Police
Fargo Police Department
105 25th St. N
Fargo, ND 58102

Tel: 701-476-4094
Email: TStefonowicz@fargoND.gov

REFERENCE: Modular Vehicle Barrier 3X System - Price Quotation – 72 Unit Trailer

Dear Assistant Chief Stefonowicz,

Thank you again for the opportunity to present the Mifram Modular Vehicle Barrier System. Per our conversation, please find additional product information on the Mifram Modular Vehicle Barrier 3X System. Advanced Security Technologies LLC (AST) is the US distributor and sales arm for the Mifram product line. AST also manufactures dedicated US made transport trailers that can be used as a shard asset to transport the equipment to different events. After the event, the equipment is loaded back into the dedicated trailer that will be used as storage.



A. System Advantages:

1. One person to install
2. One person to dismantle at the end of the event
3. One minute for each section to be connected
4. Quick access in case of an emergency
5. System can be used as an active gate
6. Assembled without the need of any tools
7. Folds for easy carrying
8. Easy to store
9. Zero maintenance
10. Complete modular system. System can be as short or long as the event requires.

B. Mandatory Performance Based Specifications:

1. Must be US Department of Homeland Security Safety Act Designated
2. Barrier System must be certified to ASTM-F2656-15.
3. Barriers System must be certified to ASTM/PAS 68 & IWA standards.

4. Barrier System must be modular and adaptable to any road width.
5. Multiple traffic lanes of continuous coverage must be able to be assembled without the use of cables or ball/hitch connections. Cables shall not be used in the modular vehicle barrier system.
6. Three points of connection via metal structure and pins are REQUIRED to connect the barriers to each other to ensure continuity in the barrier integrity and stopping capability.
7. The Barriers MUST be Safety Yellow in color for maximum visibility
8. A continuous section of barriers can create an operational gate to meet any road width, which shall be assembled and moved in one continuous line.
9. Gates may not be created with ropes, chains, or arrestor cable.
10. Open and close one lane by a single person in less than ten seconds
11. Multiple connected lanes of barriers can be moved at once.
12. One person to assemble, deploy and dismantle
13. Quick perimeter access in case of an emergency
14. The vehicle barrier must have an open structure design, with no solid metal/bullet resistant piece being more than 18" in width, as to not provide an active shooter cover and concealment.
15. The system must have an open structure design to minimize risk of ricochet or spall to personnel in the vicinity in an active shooter event.
16. Barriers cannot inhibit visibility of personnel to see adults and children who may be on either side of the barriers, therefore no barrier component may be 4 square ft.
17. Individual barrier units must fold for easy carrying and storage
18. No tools required for assembly
19. Zero maintenance

C. Modular Vehicle Barrier Product Specifications:

1. Barrier Units must be able to be deployed in increments of 2 feet or less to ensure it will fit any size roadway.
2. Each complete MVB3X unit must weigh less than 53 lbs.
3. Each unit dimensions: L~46.5", W~21", H~32".
4. Tools shall not be required. System is to be assembled with pins.
5. Barriers must have the ability to be folded for transportation.
6. MVB3X units must have the option to pivot and transition into an operational gate.
7. MVB3X units must have the option of slide wheels for lateral movement.
8. Barriers must be capable of quick deployment (less than a minute to deploy a single unit).
9. Barriers must be able to be deployed by one person.
10. Bottom edges of the barriers must be protected by aluminum covers (for pedestrian safety).
11. Barrier System shall have the ability to be deployed from the road and up to sidewalk in one continuous line.
12. MVB3X units shall have multi-terrain capability.
13. MVB3X units shall not require any maintenance.
14. Magnetic sequential lights shall attach to MVB3X units.

D. MVB3X Transport Trailer Specifications:

1. Trailer must be enclosed and MUST have a hardcover roof for long term protection.
2. The Trailer shall be made in the United States and comply with U.S. DOT regulations.



3. The Trailer must be New/Unused.
4. Trailer to include drip rails.
5. Trailer can hold up to 72 MVB3X units + Pivots.
6. 72-unit trailer will have 6 doors on each side.
7. Trailer shall be 20 feet long.
8. Trailer shall be 101.5" wide.
9. Tandem axel.
10. 14,000 lb. hauling capacity.
11. Electric brakes.
12. LED lighting.
13. 15,000 pound safety chain.
14. 2 5/16" Hitch
15. Spare wheel + Tire ST225/75/R12 (6 Lug).
16. All containment steel shall be powder coated.
17. MVB3X barriers can be loaded/stored from both sides.
18. Each MVB3X unit has its own dedicated slot for safe transport.
19. Each MVB3X is locked in place for transport with secondary retainment system.
20. Unit shall have Stainless Steel latches & hinges.
21. Zinc coated steel rivets nuts & bolts.
22. Dedicated space for pivot units.
23. Each door has a lock for safe storage. All keyed alike.
24. Single storage compartment shall be provided on the trailer. Compartment shall be 24" tall x 35" deep x 96" wide. Compartment shall have dedicated slots for the pivot units.
25. Trailer shall be black in color.

72 X MVB3X Unit Trailer -- Provides Approximately 10 Lanes of Protection

System Number	Description	Unit Price	Quantity	Extended
AST3X72/72-320208-30B4	72 MVB3X Capacity Fully Loaded Trailer System	\$186,208	2	\$372,416
Freight	F.O.B. Destination	Included	1	Included
AST Services	On-Site Equipment Training (Fee Waived)	Included	1	Included

Individual Trailer System Inventory

Description	Quantity	Description	Quantity
Trailer with Capacity for 72 MVB3X Units and Accessories	1	Fixed Slide Wheels	2
MVB 3X Units	72	Rotating Slide Wheels	8
Pivot Units	32	Set of 10 Sequential Flares	3
Large Storage/Shipping Box	4	Banners	4



72 MVB3X Capacity Trailer with Six Compartments per Side

Note:

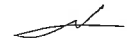
1. Pivot units are only required for the purposes of using a section of MVB3X Units as an operational gate. MVB3X Sections not designated as operational gates may not require the use of pivot units. The number of pivots can be modified based upon your specific operational requirements.
2. Slide wheels are used for the purposes of moving assembled sections of MVB3X laterally throughout an area of operation without requiring the end user to disassemble and re-assemble the section.
3. The inventory quoted can be further adjusted to meet your specific operational requirements.
4. In this proposal, we offer the 72-unit trailer. Other trailer options are available and may be offered where applicable.

E. Terms & Conditions:

1. F.O.B – Destination. Shipping has been included in the above price.
2. Taxes are not included. Should any taxes be levied they will be paid for by the purchaser.
3. Delivery: 8-10 weeks ARO – depending on material availability.
4. Payment terms – Net 30.
5. Prices are valid for 60 days.
6. Purchase of equipment is subject to Advanced Security Technologies LLC standard terms and conditions.

Please do not hesitate to contact me should you require additional information.

Sincerely,



Yaron Getter
Principal & Co-Founder
Advanced Security Technologies LLC
Mobile: (917) 561-1344 | ygetter@adsectec.com

**Report of Action:
FAHR Meeting of 1/21/2025**



- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Police Department

Description: As per the memo, Police requests a budget adjustment for up to \$25,000 in funding from the Organized Crime Drug Enforcement Task Force to be allocated to reimburse overtime costs.

Net Financial Impact: \$0 (grant funding will reimburse overtime costs)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the acceptance of Organized Crime Drug Enforcement Task Forces funding for the reimbursement of overtime hours worked by Task Force Detectives, up to \$25,000, and related budget adjustment.



FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

To: F.A.H.R. Committee

From: A.C. Travis Stefonowicz

Date: 01/03/2025

RE: Budget Adjustment

We respectfully submit this formal request for approval to accept up to \$25,000.00 in funding from the Organized Crime Drug Enforcement Task Forces (OCDETF). These funds will be allocated to reimburse overtime costs incurred by Task Force Detectives who are actively supporting OCDETF Investigations and Strategic Initiatives as part of Operation Crown Down.

Details of the operation are as follows:

- Federal Agency: Drug Enforcement Administration (DEA)
- Federal Agency Investigation Number: IM-23-0011
- CDETF Investigation/Strategic Initiative Number: WC-ND-0109
- Operation Name: Crown Down
- Fiscal Year: October 1, 2024 – September 30, 2025

We appreciate your time and consideration of this request. Your support will enable our detectives to continue their critical work in addressing organized crime and enhancing public safety.

Recommended Motion:

Approve the acceptance of Organized Crime Drug Enforcement Task Forces funding for the reimbursement of overtime hours worked by Task Force Detectives assigned to Operation Crown Down.

Revenue Account: 101-0000-342-10-00

- Budget adjustment of \$25,000

Expense Account: 101-5052-411-11-01

- Project Code PD97

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Police Department

REQUESTED BY: Kathy Lormis, Payroll & Procurement Assistant PROJECT NUMBER : PD97

DATE PREPARED: 12/31/2024

DESCRIPTION OF REQUEST: Organized Crime Drug Enforcement Task Forces, Federal Agency: DEA, OCDETF Investigation/Strategic Initiative Number: WC-ND-0109, Operation Name: Crown Down, FY 2025, 10/1/24-9/30/25

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-342-10-00	\$ 175,000	\$ 25,000	\$ 200,000
		+	= \$ -
		+	= \$ 200,000
TOTAL REVENUE ADJUSTMENTS:		\$ 25,000	

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5052-411-11-01	Overtime	\$ 41,018	\$ 25,000	\$ 66,018
			+	= \$ -
			+	= \$ -
			+	= \$ -
			+	= \$ -
			+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:				

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:	
FAHR REVIEWED ON:	
COMMISSION APPROVED ON:	
ENTERED BY FINANCE: Date:	
By:	
BA#	



13

Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: JANUARY 21, 2025

SUBJECT: CHANGE ORDER FOR FIRE STATION No. 5

This request is for three changes to the Fire Station No. 5 Construction:

1. Some of the City of Fargo plan review comments were received after bids were received. Drawing modifications were required to accommodate city comments. These included adjustments to the rated walls, dampers/ fire sealants, inclusion of existing easements, additional parking buffer planting, inclusion of concrete washout location and door modifications. This resulted in a credit of \$2,234.14.
2. The footing elevations were incorrectly shown in the construction documents and had to be lowered. This resulted in \$12,213.00 in additional costs.
3. The new waterline for the fire suppression system was installed as a 4-inch line rather than the 6-inch line specified. The change in size was reviewed and approved by the Fire Marshal, fire protection contractor and design team. This resulted in a credit of \$2,215.50.

The original price of the contract was \$1,173,000.00. The proposed changes will bring the total cost of the contract to \$1,180,763.36.

RECOMMENDED MOTION: To approve Change Order No. 1 in the amount of \$7,763.36 for Fire Station No. 5.



Fire Station No. 5
Construction Costs

PROJECT
SHEET NO.
CALCULATED BY
CHECKED BY

2404-00262
1 OF
CLM DATE 1/13/2025
DATE

Roers' Contract Summary	
Total Base Bid Construction	\$ 1,173,000.00
GRP-01: Plan Review Comments	\$ (2,234.14)
GPR-02: Footing Elevations	\$ 12,213.00
GPR-03: Water Line	\$ (2,215.50)
Change Order Total	\$ 7,763.36
Base Bid + Change Order	\$ 1,180,763.36

Laney's Contract Summary	
Total Base Bid Construction	\$ 416,863.00
MPR-01: Plan Review Comments	\$ -
MPR-02: Duct & Damper Changes	\$ -
Change Order Total	\$ -
Base Bid + Change Order	\$ 416,863.00

Grotberg Electric's Contract Summary	
Total Base Bid Construction	\$ 421,445.00
EPR-01: Fiber Edits	\$ -
EPR-02: Electrical Modifications	\$ (2,745.45)
Change Order Total	\$ (2,745.45)
Base Bid + Change Order	\$ 418,699.55

As Bid Construction Costs \$ 2,011,308.00
 Total Change Orders \$ 5,017.91
Grand Total Construction Costs \$ 2,016,325.91

CHANGE ORDER NO.: 1

Owner: City of Fargo	Owner's Project No.:
Engineer: KLJ Engineering LLC	Engineer's Project No.: 2404-00262
Contractor: Roers Construction Joint Venture, LLC	Contractor's Project No.:
Project: Fire Station No. 5 Addition	
Contract Name: General Construction (Stipulated Price)	
Date Issued: January 2, 2025	Effective Date of Change Order: November 11, 2024

The Contract is modified as follows upon execution of this Change Order:


Description:

1. **Some of the City of Fargo plan review comments were received after bids were received. Drawing modifications were required to accommodate the city comments. These included adjustments to the rated walls, dampers/fire sealants, inclusion of existing easements, additional parking buffer planting, inclusion of concrete washout location, and door modifications. This is summarized in GPR-01 and resulted in a credit of \$2,234.14.**
2. **The footing elevations were incorrectly shown in the construction documents and had to be lowered. This is summarized in GPR-02 and resulted in \$12, 213.00 in additional costs to the contract.**
3. **The new waterline for the fire suppression system was installed as a 4-in line rather than the 6-in line specified. The change in size was reviewed and ultimately approved by the Fire Marshal, fire protection contractor and design team. This is summarized in GPR-03 and resulted in a credit of \$2,215.50.**

Attachments:

GPR-01, GPR-02, and GPR-03

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,173,000.00</u>	Original Contract Times: Substantial Completion: <u>August 13, 2025</u> Ready for final payment: <u>August 27, 2025</u>
Increase from previously approved Change Orders: \$ <u>0.00</u>	Increase from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,173,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 13, 2025</u> Ready for final payment: <u>August 27, 2025</u>
Increase this Change Order: \$ <u>7,763.36</u>	Change resulting from this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>1,180,763.36</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 13, 2025</u> Ready for final payment: <u>August 27, 2025</u>

Recommended by Engineer (if required)		Accepted by Contractor	
By:	<u>Cassie Marinakis</u>		
Title:	<u>Project Manager</u>		<u>Construction Executive</u>
Date:	<u>1/2/2025</u>		<u>1/6/2025</u>
	<u>Authorized by Owner</u>		
By:	<u></u>		<u></u>
Title:	<u>Mayor</u>		<u></u>
Date:	<u></u>		<u></u>



Building Engineers

ROERS
200 45th St S
Fargo, North Dakota 58103
Phone: (701) 356-5050
Fax: (701) 282-2121

Project: 24-012 - Fire Station #5 Addition

Prime Contract Change Order #001: CE #002 - GPR 02

TO:	City of Fargo P.O. Box 1607 Fargo, North Dakota 58107-1607	FROM:	
DATE CREATED:	11/07/2024	CREATED BY:	Tyler Miller (Roers Construction Joint Venture)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	10 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Fargo Fire No 5 Addition	TOTAL AMOUNT:	\$12,213.00

DESCRIPTION:

CE #002 - GPR 02

KLJ is requesting a proposal to change the top of footing elevations as shown in the attached drawing. Please submit a proposal for these items on or before November 7, 2024. Proposal shall include detailed/itemized costs to be broken down into labor and materials.

ATTACHMENTS:

24.04-00262_FireStationNo5_GPR02_FootingElevation.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
002	CE #002 - GPR 02	10 days	\$12,213.00
Total:			\$12,213.00

CHANGE ORDER LINE ITEMS:

PCO # 002: CE #002 - GPR 02

#	Budget Code	Description	Amount
1	3-008.L PAD FOOTINGS- REINFORCE.DIRECT LABOR	Footing Labor	\$420.00
2	3-020.M FOUNDATION WALLS- POUR.MATERIALS	Foundation Wall Material	\$3,308.00
3	3-022.L FOUNDATION WALLS- REINFORCE.DIRECT LABOR	Foundation Wall Labor	\$840.00
4	2-200,S EARTHWORK.SUBCONTRACT	excavation Labor	\$4,452.00
5	2-200,S EARTHWORK.SUBCONTRACT	excavation material	\$1,600.00
Subtotal:			\$10,620.00
Overhead and Profit (15.00% Applies to all line item types.):			\$1,593.00
Grand Total:			\$12,213.00



Building success.

The original (Contract Sum)	\$1,173,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,173,000.00
The contract sum would be changed by this Change Order in the amount of	\$12,213.00
The new contract sum including this Change Order will be	\$1,185,213.00
The contract time will be increased by this Change Order by 10 days.	

City of Fargo
P.O. Box 1607
Fargo, North Dakota 58107-1607

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



ROERS
 200 45th St S
 Fargo, North Dakota 58103
 Phone: (701) 356-5050
 Fax: (701) 282-2121

Project: 24-012 - Fire Station #5 Addition

Prime Contract Potential Change Order #003: CE #003 - Waterline Size reduction

TO:		FROM:	
PCO NUMBER/REVISION:	003 / 0	CONTRACT:	24-012 - Fire Station No. 5 Addition
REQUEST RECEIVED FROM:		CREATED BY:	Tyler Miller (Roers Construction Joint Venture)
STATUS:	Pending - In Review	CREATED DATE:	12/16/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	(\$2,215.50)

POTENTIAL CHANGE ORDER TITLE: CE #003 - Waterline Size reduction

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #003 - (no title)

Credit for waterline that was shown as a 6" line on the plans but was installed as a 4" line.

ATTACHMENTS:

2404-00262_FireStationNo5_GPR03_4inWaterLine.pdf

#	Budget Code	Description	Amount	OHP Credit (5.00% Applies to all line item types.)	Subtotal
1	2-505.S PIPED SITE UTILITIES.SUBCONTRACT	material	\$(1,260.00)	\$(63.00)	\$(1,323.00)
2	2-505.S PIPED SITE UTILITIES.SUBCONTRACT	Labor	\$(850.00)	\$(42.50)	\$(892.50)
Subtotal:			\$(2,110.00)	\$(105.50)	\$(2,215.50)
				Grand Total:	\$(2,215.50)

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



14

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 6, 2025

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES TO INCREASE THE NUMBER
OF FARM TO SCHOOL AND/OR FARM TO TABLE PROGRAMS.
NO: G23.1314 CFDA: 93.110
FUNDS: \$3,500
EXPIRES: 03/31/2025**

The attached Notice Of Grant Award provides \$3,500 for increasing the number of farm to school and/or farm to table programs that are provided by Fargo Cass Public Health.

BUDGET ADJUSTMENT

Revenue 2025		
Farm to Table	101-0000-331-12-72	\$3500
Expenses 2025		
Supplies	101-6035-451-61-40	\$2400

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

Suggested Motion:

Move to approve this grant award amendment from the ND Department of Health and Human Services.

JF/lis
Attachment



NOTICE OF GRANT AWARD
 NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
 SFN 53771 (04-2023)

Grant Number G23.1314	CFDA Name Pass-thru	CFDA Number 93.110
FAIN Number Pass-thru	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 2/1/2025
Federal Award Date Pass-thru	Federal Awarding Agency Pass-thru	Grant End Date 6/30/2025

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 Increase the number of Farm to School and/or Farm to Table programs	North Dakota Department of Health and Human Services (NDDHHS) Project Code 4551 S626-01
Grantee Name: Fargo Cass Public Health	Project Director: Mikaela Schlosser
Address: 1240 25 th Street S.	Address: 600 E Boulevard Ave. Dept. 325
City/State/ZIP Code: Fargo, ND 58103	City/State/ZIP Code: Bismarck, ND 58505-0250
Contact Name: Jenn Faul	Contact Name: Mikaela Schlosser
Telephone Number: 701-241-1380	Telephone Number: 701-328-4529
Email Address: jfaul@FargoND.gov	Email Address: mlschlosser@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$3,500	\$0	\$3,500
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$3,500	\$0	\$3,500
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of _____% (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of _____%

Scope of Service

Grantee agrees to carry out the project/program in accordance with the activities stated in the Grantee's action plan.

Reporting Requirements

Grantee will submit expenditure and progress reports via the Program Reporting System (PRS) as noted below (may submit monthly):

- Expenditure and progress report for the period ending March 31, 2025 must be received by April 15, 2025.
- Expenditure and progress report for the period ending June 30, 2025 must be received by July 15, 2025.

Reimbursement will be processed upon Department approval of expenditures and progress reports.

Special Conditions

- This funding cannot be used for Facilities & Administrative (F&A) costs/indirect costs/overhead costs.
- Funds must be used in accordance with the budget as approved by the Department.
- Grantee is required to use the following language (italicized below) when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to manuals, toolkits, resource guides, case studies, and issues briefs.

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) grant, Maternal and Child Health Services. The information, content and conclusions are those of the author and should not be construed as the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government.

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 NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: Requirements Received; Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 01/06/2025	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Unit Director Family Health and Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	

ATTEST: Steve Sprague, City Auditor

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.



15

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 2, 2025

RE: SIGNED INTERIM HEALTH OFFICER AGREEMENT

The attached agreement has been signed by Dr. Jessie Lindemann to serve as Fargo Cass Public Health's interim health officer until a permanent health officer is contracted with after the Request for Qualifications process has been completed.

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

Suggested Motion:

Move to approve the agreement with Dr. Jessie Lindemann as the interim Health Officer.

JF/lis
Attachment

**INTERIM AGREEMENT FOR HEALTH OFFICER SERVICES
BETWEEN THE CITY OF FARGO AND DR. JESSIE LINDEMANN, MD**

THIS AGREEMENT, effective the first of January, 2025 by and between the CITY OF FARGO, a North Dakota municipal corporation ("City"); and Dr. Jessie Lindemann ("Physician"). It is hereby agreed by and between the parties hereto as follows:

A. Term of Agreement: The parties agree that Dr. Lindemann shall provide the Health Officer services for a period of four (4) months, commencing January 1, 2025. The parties further understand and agree that the City intends to issue a Request for Qualifications for the identified Health Officer services, and that Dr. Lindemann may submit a response.

B. Health Officer Services to be provided: The Physician serves as the Health Officer for Fargo Cass Public Health by enforcing the public health laws, regulations, and ordinances within Fargo and Cass County relating to preservation of life and health of individuals. The services to be provided will consist of consultation to professional staff and available on call consultation when needed by the health department management staff including, but not necessarily limited to:

1. All duties and responsibilities as stated in North Dakota Century Code § 23-35-12(2),
"Within the jurisdiction of the board of health, a local health officer:
 - a. Shall keep a record of the official acts of the local health officer.
 - b. Shall enforce every law and rule relating to preservation of life and health of individuals.
 - c. May exercise the powers and duties of the board of health under the supervision of the board of health.
 - d. May make sanitary inspections of any place within the jurisdiction in which the local health officer finds a probability a health-threatening condition exists.
 - e. May investigate public water and ice supplies suspected of contamination and initiate necessary condemnation proceedings.
 - f. May enforce school cleanliness; inspect any school that may be overcrowded, poorly ventilated, or unsanitary; and, when necessary, report cases of any unsanitary or unsafe school building to the board of health for investigation.
 - g. May take any action necessary for the protection of public health and safety.
 - h. May determine when confinement and decontamination is necessary for the safety of the public. The local health officer may establish confinements consistent with procedures provided under chapter 23-07.6 and perform any acts required for decontamination when necessary.
 - i. Shall maintain an office within the jurisdiction of the public health unit consistent with any terms of appointment.

j. May select and discharge any assistant health officer in the public health unit, consistent with any terms of appointment.”

North Dakota Century Code § 23-35-12(2)

2. Reviewing and supporting necessary standing orders for FCPH.
 - a) Standing orders are written by the Directors/Managers of the departments for the Physician to review and sign annually.
3. Monitoring disease outbreaks in the community and working with other agencies to control the spread of disease. Serving as a liaison with NDHHS Disease Control.
4. Work collaboratively with the management team at FCPH, including attending regular meetings and potential division meetings as requested.
5. Attend all Board of Health meetings as scheduled.
6. Signing needed prescriptions.
7. Review and approve medical policies for Fargo Cass Public Health.
8. Clinical consultant for laboratory services.

C. Reimbursement: Physician shall be paid for services rendered under this Agreement at the rate of \$3,000 per month. If the Physician is requested to conduct media interviews relating to public health or disease, the Physician is required to submit an invoice for reimbursement of these duties being compensated at a rate of \$100.00 per hour. Any change in monthly compensation shall be by written agreement of both of the parties hereto.

D. Termination: This Agreement may be terminated by either party upon the giving of thirty-(30) day written notice.

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

F. Title X Compliance: It is understood and agreed that Physician shall comply and adhere to all the Title X. C.F.R. regulations and guidelines.

G. Vaccines for Children (VFC) and Vaccines for Adults (VFA) Program Compliance: It is understood and agreed that Physician shall comply and adhere to all the VFC and VFA program requirements.

H. Independent Contractor: It is understood and agreed that the relationship created by this Agreement shall be that of Independent Contractor. Physician shall not be deemed to be an employee of the City of Fargo for any other purpose. In this regard, Physician shall supply any necessary workmen's compensation and malpractice coverage.

I. Malpractice Insurance: City will reimburse Physician malpractice insurance in the amount of \$124.33 per month of service. Thereafter, should Physician remain the Health Officer on an

interim basis pursuant to an extension of this Agreement, Physician shall submit an invoice to City for the additional month's at the rate of \$124.33 per month.

J. Local Public Health Unit Compliance. It is understood and agreed that Physician shall adhere to North Dakota Century Code, Chapter 23-35, as it relates to local public health units.

K. License to Practice Effective. Physician shall advise City of any claims made or license admonishments, suspensions or revocation proceedings. If at any time Physician's medical license is not effective, Physician agrees to reimburse City for any monies paid for the period Physician was unable to provide the necessary services as identified in this Agreement.

L. Written Amendments. Any modification to this Agreement must be in writing and signed by both parties.

M. Choice of Law. North Dakota law shall apply to the terms of this Agreement, and any disputes shall be venued in Cass County, North Dakota. The parties waive any objection to personal jurisdiction.

N. Severability. If any term of this Agreement is determined by a court of law to be ineffective or void, the remaining terms shall remain in full force and effect.

O. Assignment. This Agreement shall not be assigned by either party without the express written consent of the other party.


**City of Fargo,
a North Dakota municipal corporation**

Timothy J. Mahoney, Mayor, City of Fargo
Dated: _____

ATTEST:

Steven Sprague, City Auditor

Physician



Dr. Jessie Lindemann, MD
Dated: 01/02/2025



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THE FARGO POLICE DEPARTMENT
CHIEF DAVID B. ZIBOLSKI
105 25th Street North
Fargo, ND 58102-4002
Main Line: 701.235.4493 | Fax: 701.297.7789
FargoPolice.com

To: City of Fargo Commission

From: Chief David Zibolski *DZ*

COPY

Date: 01/16/2025

Re: Adjustment of items purchased with the 2025 PSN Grant for the Purchase of FLOCK Technology

Grant # PSN2301
Project code PDSN25
CFDA # 16.609

On November 12, 2024, approval to accept the 2025 Project Safe Neighborhoods (PSN) Grant for the Purchase of FLOCK Technology was given by the Fargo City Commission. The awarded amount of the 2025 PSN Grant is \$33,300.00. The awarded funds were initially to be used for the purchase of FLOCK OS Elite technology, a product which costs \$30,000.00 per year, FLOCK Wing Gateway allowing the police department to bring into their Real Time Crime Center through FLOCK technology all 65 existing City of Fargo traffic cameras, and installation fees.

After further development of our Department's Phase two plan for FLOCK implementation, it was determined that FLOCK OS Advanced Technology would better suit our needs for the Real Time Crime Center implementation at this time. The cost of FLOCK OS Advanced is \$15,000.00 per year, a \$15,000.00 per year savings from the purchase of FLOCK OS Elite. Making this change would still allow us to bring in the 65 traffic cameras previously approved, and would then provide an extra \$15,000.00 in savings to bring many other cameras throughout the city, through Wing Gateway. All cameras brought in could then be monitored by the Fargo Police Department's Real Time Crime Center with FLOCK Technology. Having access to the many cameras available throughout the city will enhance our Real Time Crime Center's abilities, which will assist in the gathering of evidence, furtherance of investigations, a safer officer response, and ultimately a safer Fargo.

In Speaking with the Grants and Contracts Officer at the ND Office of Attorney General and our contact for the PSN Grant application, it was explained that we could change the items to be purchased, with City of Fargo Commission consent, and need not go through anything further with PSN to make the purchase. The items we are asking for are very similar to what has already been awarded and approved.

Monetary amounts will not change from the previous approved request in November. The PSN Grant has still been awarded in the amount of \$33,300.00. This amount will be used to pay for the installation of FLOCK Technology described and would act as a maintenance fee for 2025. All following years within the contract would include an annual maintenance fee of \$32,300.00.

Recommended Motion:

Approve the adjustment of items to be purchased with the 2025 PSN Grant issues by the United States Attorney's Office in the amount of \$33,300.00.



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FARGO POLICE DEPARTMENT
CHIEF DAVID B. ZIBOLSKI
105 25th Street North
Fargo, ND 58102-4002
Main Line: 701.235.4493 | Fax: 701.297.7789
FargoPolice.com

COPY

To: Board of City Commissioners

From: Chief David Zibolski 

Date: 12.10.2024

RE : City of Fargo Animal Pound Services (RFP25007)

On October 17, 2024, the City of Fargo issued a Request for Proposal (RFP) seeking animal pound services to support the City of Fargo and the Fargo Police Department. The deadline for submissions was November 15, 2024, and one proposal was received. The sole respondent was Valley Veterinary Services, the city's current contracted provider for animal pound services.

A thorough review of the proposal confirmed that it meets all specifications outlined in the RFP.

The proposed new contract with Valley Veterinary Services is included for your review and consideration. Funding for these services has already been allocated within the City of Fargo's approved 2025 budget.

Recommended Motion: Approve the award of the City of Fargo's contract for animal pound services to Valley Veterinary Services for an additional three (3) years, extending through December 31, 2027, and accept the proposed contract as presented.



FARGO POLICE DEPARTMENT

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

MEMORANDUM

To: Chief David Zibolski

From: Captain Chris Helmick

Date: 01/02/2025

RE : Award Letter and Contract for Animal Pound Services

I have attached the award letter and proposed contract for animal pound services with Valley Vet. I am submitting this for inclusion on the City Commission's January 21 consent agenda. Thank you.

Reviewer Comments

Stefonowicz, Travis (232)

Reviewed

Zibolski, David (115)

Approved for commission 1/21/25

CC: Capt. Helmick

PD file

Valley Veterinary Hospital

3210 Main Avenue
Fargo, ND 58103

Agreement For Services

City of Fargo

Date

November 15, 2024

Services Performed By:

Valley Veterinary Hospital
3210 Main Avenue
Fargo, ND 58103

Services Performed For:

City of Fargo
225 4th Street North
Fargo, ND 58102

THIS AGREEMENT, made by and between

THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, 225 4th Street North, Fargo, North Dakota, hereinafter referred to as "**CITY**", and **VALLEY VETERINARY HOSPITAL, P.C.**, a North Dakota Professional corporation, 3210 Main Avenue, Fargo, North Dakota, hereinafter referred to as "**VALLEY**";

WITNESSETH:

WHEREAS, VALLEY has agreed to provide services to the City of Fargo and to act as its animal pound; and

WHEREAS, CITY has agreed to compensate VALLEY on a monthly basis; and

WHEREAS, VALLEY has adequate facilities to serve the needs of the City in connection with animal control issues; and

WHEREAS, the parties wish to define their respective duties and responsibilities;

NOW, THEREFORE, for valuable consideration, the parties agree that the terms of their agreement shall be as follows:

1. Compensation of Services

- a. The City shall compensate Valley for services provided under this Agreement in the total amount of \$187,800 per year, payable in monthly installments. In addition, Valley may collect from the owner of an impounded animal and keep as revenue, fees for rabies vaccinations, medical care, and other fees, except that Valley is not entitled to retain fees collected for issuing licenses; such fees will be collected by Valley and remitted to the City.
- b. In exchange for the compensation payable under this Agreement Valley shall provide the following types of services for City of Fargo animals, including arrange adequate staff and personnel, as more fully described herein:
 - I. Boarding (food, water, exercise), supervision of animals, and administration of pound operations;
 - II. Euthanasia and proper disposal of animals;
 - III. Veterinarian services including rabies vaccinations, regular veterinary care, emergency care as more fully described herein;
 - IV. Response to inquiries and questions regarding impounded animals, displaying such animals to be claimed and making attempts to properly identify animals and contact owners:
 - V. Issuance of licenses and collecting appropriate fees for remittance to the City; and
 - VI. Maintaining complete records of identification and disposal of animals.
- c. If an animal is sick or injured and receives vet care, fees for such services must be paid by the owner/claimant before the animal is released.

2. Term of Agreement

- a. The term of this Agreement shall be effective January 1, 2025, and continue for three (3) years through December 31, 2027.
- b. Notice of Intent to Terminate: Either party may terminate this Agreement upon six (6) months written notice to the other party. Termination for cause shall be effective upon notice of default and failure to cure within 30 days thereof.

3. Hours of Services and Operation

- a. Hours of operation for the pound shall be 8:00am to 12:00pm and 1:00pm to 4:30 pm, Monday through Friday. The pound will be closed when Valley Veterinary Hospital is closed.
- b. Valley will provide urgent care during regular pound hours with a limit of \$250.00 per animal unless the owner otherwise is located and makes a deposit for costs above \$250.00. Costs for such urgent care will be paid by the owner. Valley will otherwise not provide urgent care "after hours," i.e., evenings, weekends, or holidays designated as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day, with half-day service on Christmas Eve and New Year's Eve. On days that Valley is not open, the City will contract with another provider for urgent care beyond regular pound hours.
- c. If the city requests, Valley will provide a calendar, by December, for the upcoming year that will show dates the hospital is scheduled to be closed (incl. holidays and weekends)
- d. Valley personnel are not responsible for dealing with the public concerning impounded animals at times other than during regular pound hours.

This includes, but is not limited to:

- i. "Check and see" if the animal is in the pound;
- ii. Releasing animals from the pound;
- iii. Answering any questions concerning pound procedures; and
- iv. Admitting people into the pound.

4. Contact Person

The Fargo Police Department's Community Service Officer (CSO) Supervisor will serve as a liaison between the animal pound team and the Fargo City Police Department.

5. Holding Periods of Animals

- a. Impounded animals will be held for three (3) business days, not counting the day that they are impounded. Holidays, office closed days and weekends are not counted in the three-day period. Animals may be placed under a ten (10) day safe keep hold in situations where an owner is deceased and notification of next of kin is pending, or if the owner has been incarcerated or hospitalized. Animals abandoned in a residence will be held for the standard three (3) business days, unless otherwise requested by Fargo City Police Department, in which case such an animal may be held up to 10 days.
- b. Dogs and cats will be held one additional day to allow for placement of adoption by Homeward Animal Shelter, by Adopt-A-Pet, or Cat's Cradle, on the condition that Homeward Animal Shelter, Adopt-A-Pet, and/or Cat's Cradle have made appropriate arrangements for claiming the dogs/cats and on the condition that the pound has sufficient pound space available to house such dogs/cats until they are claimed by Homeward Animal Shelter, by Adopt-A-Pet, or Cat's Cradle

6. Housing and Acceptance of Animals

a. General housing care standards. Valley will provide housing and care for animals according to applicable regulations issued by the U.S. Department of Agriculture, 9 CFR 3, Animal and Plant Health Inspection Service, Specifications for the Human Handling, Care, Treatment and Transportation of Dogs and Cats. Valley shall be responsible for determining applicable standards, but at a minimum, shall meet the standards more specifically set forth in 9 CFR 3:

3.2(a): (a) Heating, cooling, and temperature. Indoor housing facilities for dogs and cats must be sufficiently heated and cooled when necessary to protect the dogs and cats from temperature or humidity extremes and to provide for their health and well-being. When dogs or cats are present, the ambient temperature in the facility must not fall below 50 °F (10 °C) for dogs and cats not acclimated to lower temperatures, for those breeds that cannot tolerate lower temperatures without stress or discomfort (such as short-haired breeds), and for sick, aged, young, or infirm dogs and cats, except as approved by the attending veterinarian. Dry bedding, solid resting boards, or other methods of conserving body heat must be provided when temperatures are below 50 °F (10 °C). The ambient temperature must not fall below 45 °F (7.2 °C) for more than 4 consecutive hours when dogs or cats are present, and must not rise above 85 °F (29.5 °C) for more than 4 consecutive hours when dogs or cats

are present. The preceding requirements are in addition to, not in place of, all other requirements pertaining to climatic conditions in parts 2 and 3 of this chapter.

3.2(b): (b) Ventilation. Indoor housing facilities for dogs and cats must be sufficiently ventilated at all times when dogs or cats are present to provide for their health and well-being, and to minimize odors, drafts, ammonia levels, and moisture condensation. Ventilation must be provided by windows, vents, fans, or air conditioning. Auxiliary ventilation, such as fans, blowers, or air conditioning must be provided when the ambient temperature is 85 °F (29.5 °C) or higher. The relative humidity must be maintained at a level that ensures the health and well-being of the dogs or cats housed therein, in accordance with the directions of the attending veterinarian and generally accepted professional and husbandry practices.

3.6(a): (a) General requirements.

(1) Primary enclosures must be designed and constructed of suitable materials so that they are structurally sound. The primary enclosures must be kept in good repair.

(2) Primary enclosures must be constructed and maintained so that they:

- (i) Have no sharp points or edges that could injure the dogs and cats;
- (ii) Protect the dogs and cats from injury;
- (iii) Contain the dogs and cats securely;
- (iv) Keep other animals from entering the enclosure;
- (v) Enable the dogs and cats to remain dry and clean;
- (vi) Provide shelter and protection from extreme temperatures and weather conditions that may be uncomfortable or hazardous to all the dogs and cats;
- (vii) Provide sufficient shade to shelter all the dogs and cats housed in the primary enclosure at one time;
- (viii) Provide all the dogs and cats with easy and convenient access to clean food and water;
- (ix) Enable all surfaces in contact with the dogs and cats to be readily cleaned and sanitized in accordance with § 3.11(b) of this subpart, or be replaceable when worn or soiled;
- (x) Have floors that are constructed in a manner that protects the dogs' and cats' feet and legs from injury, and that, if of mesh or slatted construction, do not allow the dogs' and cats' feet to pass through any openings in the floor;
- (xi) Provide sufficient space to allow each dog and cat to turn about freely, to stand, sit, and lie in a comfortable, normal position, and to walk in a normal manner; and
- (xii) If the suspended floor of a primary enclosure is constructed of metal strands, the strands must either be greater than 1/8 of an inch in diameter (9 gauge) or coated with a material such as plastic or fiberglass. The suspended floor of any primary enclosure must be strong enough so that the floor does not sag or bend between the structural supports.

3.6(b)(1)(ii): (1) Each cat, including weaned kittens, that is housed in any primary enclosure must be provided minimum vertical space and floor space as follows: (ii) Cats up to and including 8.8 lbs (4 kg) must be provided with at least 3.0 ft² (0.28 m²)

3.6(c)(1)(i): (i) Each dog housed in a primary enclosure (including weaned puppies) must be provided a minimum amount of floor space, calculated as follows: Find the mathematical square of the sum of the length of the dog in inches (measured from the tip of its nose to the base of its tail) plus 6 inches; then divide the product by 144. The calculation is: $(\text{length of dog in inches} + 6) \times (\text{length of dog in inches} + 6) = \text{required floor space in square inches}$. $\text{Required floor space in inches}/144 = \text{required floor space in square feet}$.

3.8(a): (a) Dogs housed individually. Dogs over 12 weeks of age, except bitches with litters, housed, held, or maintained by any dealer, exhibitor, or research facility, including Federal research facilities, must be provided the opportunity for exercise regularly if they are kept individually in cages, pens, or runs that provide less than two times the required floor space for that dog, as indicated by § 3.6(c)(1) of this subpart.

3.9(a): (a) Dogs and cats must be fed at least once each day, except as otherwise might be required to provide adequate veterinary care. The food must be uncontaminated, wholesome, palatable, and of sufficient quantity and nutritive value to maintain the normal condition and weight of the animal. The diet must be appropriate for the individual animal's age and condition.

3.9(b): (b) Food receptacles must be used for dogs and cats, must be readily accessible to all dogs and cats, and must be located so as to minimize contamination by excreta and pests, and be protected from rain and snow. Feeding pans must either be made of a durable material that can be easily cleaned and sanitized or be disposable. If the food receptacles are not disposable, they must be kept clean and must be sanitized in accordance with § 3.11(b) of this subpart. Sanitization is achieved by using one of the methods described in § 3.11(b)(3) of this subpart. If the food receptacles are disposable, they must be discarded after one use. Self-feeders may be used for the feeding of dry food. If self-feeders are used, they must be kept clean and must be sanitized in accordance with § 3.11(b) of this subpart. Measures must be taken to ensure that there is no molding, deterioration, and caking of feed.

and 3.10: (a) Potable water must be continuously available to the dogs, unless restricted by the attending veterinarian or except as provided in § 3.17(a).

(b) If potable water is not continuously available to the cats, it must be offered to the cats as often as necessary to ensure their health and well-being, but not less than twice daily for at least 1 hour each time, unless restricted by the attending veterinarian.

(c) Water receptacles must be kept clean and sanitized in accordance with § 3.11(b) and before being used to water a different dog or cat or a different social grouping of dogs or cats.

Valley will have discretion to vary the housing care for animals, for a short term, if the City increases the length of stay for animals from three to five days or if there is an unusual number of large breed dogs.

- a. Housing standards—Canine: Valley will provide an indoor kennel area with adequate cages and larger kennel runs, as well as outdoor kennel runs.
- b. Housing standards—Feline: Valley will provide a separate ward apart from the canine ward with adequate cages.

- c. Floor plan and area for services: Valley will provide space for pound services as described and pictorially designated in Exhibit A, attached hereto.
- d. All animals will receive food and fresh water twice daily. Housing areas will be cleaned a minimum of twice daily, animal temperament permitting.
- e. Exercise: Canine that appear adaptable to current outside temperatures will be given exercise twice a day in the outside runs, weather, temperament and breed permitting.
- f. Depositing or drop-off of animals: The City may impound animals at any time by depositing animals in appropriately numbered cages or runways provided at the pound. The City official shall record the cage or runway number, the location where the animal was picked up, a brief description of the animal and any other pertinent information regarding the animal, such as injuries, biting incidents and other data which might be relevant. Forms for such purpose shall be supplied by Valley and shall always be available at the animal pound.
- g. During regular business hours, dead animals may be brought to the pound. The cause and circumstances of the animal's death will be recorded. After regular business hours, dead animals will be brought to the City Central Garage and placed in the appropriate area for disposal or for future testing, if deemed necessary. Deceased animals will be disposed of after a seven (7) day holding period.
- h. A citizen may turn an animal into the pound provided that the citizen is not the owner of the animal and the animal has not been in the citizen's possession for more than three (3) days since it was found.
- i. A citizen may surrender their own animal to the pound for a fee determined by Valley depending on available space. The citizen will not have the right to any information regarding the animal after they have surrendered it.

7. Claiming of Animals

- a. Valley (Pound Service) shall take and receive telephone calls during regular operating hours from people inquiring about a pound animal. At all other times, a recorded message will instruct callers as to hours of operation and how to claim an animal.

- b. Upon receiving a request to claim an animal by an owner, Valley will display any animal that resembles the lost/missing animal as described by the owner. Pound staff will display animals for identification during open pound hours.
- c. The owner must provide written proof from the animal's veterinarian, of current rabies vaccination. If owner cannot provide written proof, Pound personnel may call the veterinarian and obtain verbal proof. If rabies vaccination status cannot be confirmed Valley will vaccinate the animal during open hours. Owners will be informed of their animal's rabies vaccination status and City vaccination requirements, and the animal will be available for release during open hours, as long as vaccination status can be provided from their veterinarian or rabies vaccination is given by Valley.
- d. An owner may be required to provide adequate proof of ownership (pictures, veterinary records, etc.) at the discretion of pound personnel.
- e. A representative of Homeward Animal Shelter, Adopt-A-Pet, and Cat's Cradle shall be permitted to view impounded animals for possible adoption and may request that an animal be held for them if not claimed. All animals claimed by Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle shall be vaccinated for rabies if they are of appropriate age prior to being released with such cost to be paid to Valley by Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle.
- f. Any animal which is not claimed after expiration of the 3-day holding period may be surrendered to Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle.
- g. Any animal placed with Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle can be returned to the pound within thirty (30) days for euthanasia at Valley's expense.
- h. Valley will inform any person who wishes to claim an animal as to all fines, boarding charges, licensing fees, vaccination charges, or other costs that must be paid prior to claiming the animal.
- i. Valley will collect all monies owed and issue the appropriate City license if necessary. Fees for licenses shall be remitted to the City.
- j. Valley shall have authority to waive charges for costs of rabies vaccination and other veterinarian services but shall not have authority to waive the fees for issuance of City licenses.
- k. Upon expiration of the holding period, Valley will euthanize and properly dispose of all animals not claimed by the owner, Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle.
- l. If an owner is unable to bail an animal out of the pound before expiration of the holding time, the animal may be held for an extra day provided the owner pays the boarding fee in advance.

Unless such payment is made in advance, no animal is held beyond expiration of the holding time.

8. Rabies Vaccination Services

- a. Valley will have a veterinarian available during their normal business hours to administer rabies vaccinations as needed to claimed animals. The cost of such service shall be charged to the person claiming the animal and shall be collected and retained by Valley.
- b. Lab Charges for rabies testing ordered by the City will be billed directly to the City and are not the responsibility of Valley.
- c. All rabies suspects will be handled according to city regulations.

9. Rabies Vaccination Procedures

- a. All dogs and cats four (4) months of age or older must have a current rabies vaccination before they may be released from the pound.
- b. Acceptable proof of current rabies vaccination is only by means of:
 - I. Certificate of vaccination signed by a veterinarian;
 - II. Telephone certification from the vaccination vet clinic that the animal has a current rabies vaccination.
- c. If proof of current rabies vaccination is not available, Valley will vaccinate the animal during their normal business hours.
- d. A "current" rabies vaccination is defined as:
 - I. A vaccination within the last twelve (12) months if it was the dog's first rabies vaccination;
 - II. Within the last thirty-six (36) months if it was the dog's second or more rabies vaccination.
- e. Rabies tags alone are not sufficient proof of rabies vaccination.

10. Animals Held for Rabies Observation “HRO”

- a. An animal that has or is suspected of having rabies shall be quarantined. If the animal is not claimed by an owner within the standard 3 day holding period, the animal may be humanely euthanized and sent for rabies testing at Valley’s expense. If the animal has a bite incident recorded by the City, Valley will notify the City of the animal’s rabies test result.
- b. If an animal is claimed within the three (3) day holding period, the owner must provide proof of current rabies vaccination and the City must authorize the release of the animal. If no current rabies vaccination the animal must be quarantined for ten (10) days to ensure the animal is healthy. If rabies vaccination is current, an Animal Control officer must visually inspect the dog at the owner’s residence after 10 days to ensure the animal is of good health.
- c. An owner of an HRO animal is responsible for paying all boarding and impounds fees and rabies vaccination, which must be paid before the animal is released

11. Records

- a. Valley shall record identification and description information for each animal impounded, including species, sex, color, size, and type. Valley shall record identification information such as license of rabies tag, or any other physical identification. Valley shall also make reasonable effort to notify possible owners of such animals. Valley shall make appropriate attempts to identify animals and notify owners of animals. All animals that come into the pound will be scanned for a microchip, temperament permitting.
- b. Valley shall keep a monthly report showing the following information
 - I. Number of animals impounded by species,
 - II. Disposition of animals (claimed, adopted, euthanized, etc.).
- c. Valley shall keep and record the costs for each animal impounded.

12. Public Disclosure of Records

Valley will maintain a seven calendar day past history of impounded animals and disposition, i.e., adoption, euthanasia. When people call for information on an animal possibly impounded in the past, information will be limited to the preceding seven (7) days history and will include the final disposition of the animal. Animals not claimed by the owner or by an adoption agency will be euthanized the following day after the expiration of the animal's holding period.

13. Access of Media or Other Groups to the Pound

No news media, public interest group, society, civilians, or organization will be allowed into the pound unless pre-approved by the City and accompanied and guided by City officials. Any such approved entry will only be through the rear parking lot entrance. Under no circumstances will any Valley personnel, including the pound supervisor, be responsible for dealing with media or public information requests.

Dated this ____ day of _____, 2025.

CITY OF FARGO,

a North Dakota municipal corporation

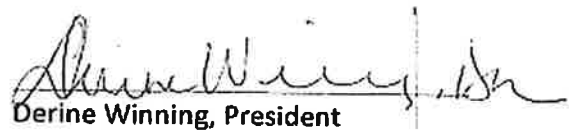
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

Valley Veterinary Hospital, P.C.,

a North Dakota professional corporation


Derine Winning, President



PLANNING & DEVELOPMENT

FARGO CITY HALL
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
FargoND.gov

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: KRISTI SYLSKAR, HUD ADMINISTRATOR *KS*
NICOLE CRUTCHFIELD, PLANNING DIRECTOR
DATE: JANUARY 16, 2025
RE: APPROVE AGREEMENT BETWEEN THE CITY OF FARGO AND YWCA CASS CLAY FOR EMERGENCY SHELTER FACILITY IMPROVEMENTS AT 3000 UNIVERSITY DR S (HUD CDBG FUNDS)

On June 24, 2024, the City Commission approved the 2024 Action Plan, which included a total of \$547,000 in CDBG funds to be used for YWCA Cass Clay emergency shelter facility improvements. This activity addresses the 5-Year Plan goal of Ending and Preventing Homelessness. The activity was described to the public and City Commission as:

CDBG funds will be used towards substantial rehabilitation of the emergency shelter's HVAC system. Activities will be carried out by the YWCA Cass Clay. The location of the project is at 3000 University Drive South in Fargo, ND.

At this time, staff is seeking authorization for the Mayor to execute a contractual agreement between the YWCA Cass Clay and the City of Fargo, in order to commit \$547,000 in CDBG funds for the substantial rehabilitation of the emergency shelter's HVAC system.

Recommended Motion: Authorize the Mayor to execute a contractual agreement with the YWCA Cass Clay in order to commit \$547,000 in CDBG funds for the substantial rehabilitation of the emergency shelter's HVAC system.



Subrecipient Agreement
Between the City of Fargo & YWCA Cass Clay
2025 Community Development Block Grant (CDBG) Funds

THIS AGREEMENT is entered into this 14th day of January, 2025, (the "Commencement Date") by and between the City of Fargo (the "City"), a North Dakota municipal corporation, and YWCA Cass Clay, a North Dakota non-profit organization (the "Subrecipient") whose UEI is PKS5Q5LA3HA4.

WHEREAS, the City and Subrecipient wish to rehabilitate the HVAC system of an existing emergency shelter at 3000 South University Drive in Fargo through use of Community Development Block Grant Funds ("CDBG" or "CDBG Funds") provided by the City; and,

WHEREAS, the purpose for the Subrecipient to rehabilitate said property is to provide emergency shelter to people experiencing homelessness and domestic violence, specifically women and children of low-to-moderate income households.

WHEREAS, the CDBG Funds are from the City's 2024 CDBG allocation of \$822,824.00 from the United States Department of Housing and Urban Development, Assistant Secretary for Community Planning and Development ("HUD") obligated on September 16, 2024; Federal Award Identification Number (FAIN or Grant Number) **B-24-MC-38-0001**; CFDA #14.218; UEI K2QJQZVH5PM6 for activities authorized under Title I of the Housing and Community Development Act of 1974, as amended ("Act") and the City's action plan ("Action Plan"). This award is not made for the purposes of research and development; and

WHEREAS, the City is willing to make a sub-award available up to **\$547,000** of CDBG Funds to Subrecipient for the purpose of substantial rehabilitation of the heat pumps of YWCA Cass Clay Emergency Shelter's HVAC system.

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. STATEMENT OF WORK

As a condition of receiving this sub-award, the Subrecipient will use 2024 CDBG funds for eligible improvement costs as described in the following statement of work.

A. Project Site

Eligible improvements will be made at the YWCA Emergency Shelter facility located at 3000 University Drive South, Fargo, ND 58103 (Parcel # 01-6970-00100-000).

B. Project Scope

The project scope entails the replacement of several heat pumps at the YWCA Shelter facility, consistent with specifications detailed in Exhibit D.

The work performed shall be in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement and applicable Federal standards and regulations.

C. Responsibility of the Subrecipient

Subrecipient will be responsible for administering CDBG funds to rehabilitate an existing space at aforementioned Property. Subrecipient will also be responsible for ensuring the completion of improvements to the Property in conformance with HUD regulations and the City of Fargo zoning and construction requirements.

D. Responsibility of the City

The City is responsible for monitoring the Subrecipient's compliance with HUD's CDBG Program regulations. Additionally, the City is responsible for issuing payment upon request and approval.

E. Criteria for Households Served

1. Income Eligibility

All households served by this public facility improvement project are considered homeless and therefore eligible as low-to-moderate-income clientele under HUD's Presumed Benefit category of "homeless persons" (§570.208(a)(2)(i)(A)). The Subrecipient certifies that at least 51% of the beneficiaries of the project carried out under this Agreement will be low-to-moderate income (LMC) clientele.

2. Fargo Residency

Fargo residents must compose at least an equivalent proportion of the program's beneficiaries as Fargo CDBG funding, as per the budget below.

F. National Objective

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. This public service activity will meet HUD's National Objective of benefitting low-to-moderate income clientele.

G. Level of Accomplishment – Goals & Performance Measures

The level of accomplishment will be measured by persons assisted. The accomplishment goal for this activity is 1,200 persons in one year.

H. Performance Monitoring & Accomplishment Reports

The Subrecipient shall submit accomplishment report(s) to the City upon completion of the public facility improvements. Report(s) must include demographic information of all unduplicated persons served by this program, including Race, Ethnicity, Disability, Elderly, Gender, Single Head of Household by Gender, City of Residence, and Housing Status. See Exhibit C for template.

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, 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. TERM OF PERFORMANCE

This Agreement will be in effect beginning January 1, 2025 and end by June 31, 2025. All pay requests must be received by this date. The construction schedule is included in Exhibit D.

The term of this Agreement and the provisions herein may be extended to cover any additional period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including Program Income as described in Section IV.

Work performed before the Execution Date will not be considered part of this Agreement. The terms of this Agreement shall remain in effect during any period the Subrecipient has control over CDBG funds, including Program Income.

III. BUDGET & USE OF FUNDS

The Subrecipient shall complete all activities in this agreement in accordance with the following budget.

Program Budget			
Expense	CDBG Funds	Other Funds	Total
Replace Heat Pumps	\$ 513,000.00	\$ 96,500.00	\$ 609,500.00
Miscellaneous Repairs		\$ 6,000.00	\$ 6,000.00
Contingency		\$ 16,350.00	\$ 16,350.00
Architectural Services	\$ 34,000.00		\$ 34,000.00
Total	\$ 547,000.00	\$ 118,850.00	\$ 665,850.00

IV. PAYMENT

A. General Payment Terms

1. Maximum Amount

The total amount to be paid by the City under this Agreement shall not exceed \$547,000. 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.

The Subrecipient must submit invoices for reimbursement to the City within 90 days of the expenses, unless otherwise authorized. Invoices must be

accompanied by a corresponding Draw Request form (see Exhibit B) and supporting documentation demonstrating all expenses are eligible, allowable, and procured in accordance with this Agreement (e.g., certified payroll reports, Section 3 documentation, BABA documentation, receipts, project reports, etc.

3. Payment from the City

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, provided that:

- a. Funds are needed for reimbursement of rehabilitation costs. The amount of each request must be limited to the amount needed.
- b. Subrecipient is not in material default under the terms of this Agreement, and no event shall exist, which by notice, passage of time, or otherwise would constitute an event of default under this Agreement.
- c. The Project shall not have been materially damaged by fire or other casualty.
- d. Subrecipient has provided documentation of direct costs, such as invoices or receipts, which the Subrecipient certifies are true and correct copies of payments due for an activity covered by this Agreement and made in accordance with the Statement of Work.
- e. After inspection of the Project and review and approval of the work performed, the City will approve the disbursement request. Photos of the completed work may be taken as part of disbursement request approval. The City reserves the right to conduct progress at any reasonable time prior to final completion of the Project.

Payments will be made for eligible expenses actually incurred by the Subrecipient not to exceed the actual cash requirements. Payments will be made within 7-10 days of the City approving 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.

4. Retainage

All disbursement requests will be made in full as provided hereunder except that the final ten percent (10%) of CDBG Funds, will be retained by the City without interest accrual, and be paid as a Final Disbursement upon the City's final inspection, approval, and receipt of all requested documentation outlined within this Agreement.

B. Conditions

1. Payment Contingent on Availability of Federal Funds

The Parties expressly recognize the Subrecipient is to be paid with CDBG funds received from the federal government, and that the obligation of the City to make payment to Subrecipient is contingent upon receipt of such funds. If said funds or any part thereof, are or become unavailable, the City may immediately terminate or amend this Agreement. The Subrecipient will be

notified in writing of any such modification, reduction, or termination. In the event of such a change, the City and Subrecipient shall agree upon the portions of the Agreement to be modified or reduced.

2. 2 CFR Part 200 Compliance

Payments are contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Program Income

If Program Income, as defined in 24 CFR 570.500, is generated it will be retained by the Subrecipient for the duration of the term of this Agreement and shall be used for the activities outlined in this Agreement. Any Program Income generated shall be used before additional CDBG Funds are disbursed to the Subrecipient per 24 CFR 570.504. Upon the occurrence of the Project Close-out, Program Income will be returned to the City unless agreed upon, in writing, by the Parties. All Program Income must be reported to the City and shown on invoices as a credit toward the program described in this Agreement.

V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with Title 1 of the Housing and Community Development Act of 1974, as amended, and all federal regulations promulgated thereunder. The Subrecipient also agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570, the US Housing and Urban Development regulations concerning CDBG, including Subpart K of these regulations, except that (1) the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Subrecipient also agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all requirements of the subaward, including requirements imposed by applicable state and local laws and policies, federal statutes, regulations, and the terms and conditions of the federal award. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

North Dakota Law Applies: Except with respect to any applicable federal statute, regulation, or other law, this Agreement shall be controlled by and construed according with the laws of the State of North Dakota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement must be brought in state or federal district court in North Dakota venued in the County of Cass and State of North Dakota.

- B. Independent Subrecipient and/or Contractor(s)**
Nothing contained in this Agreement nor the relationship of the Subrecipient or any of the Subrecipient's contractors to other parties shall constitute or be construed to create a partnership or joint venture between the Subrecipient or contractor, or any of the Subrecipient's or contractor's agents or employees, the agents or employees of the City. The Subrecipient or contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.
- C. 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.
- D. Worker's Compensation**
The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- E. Duplication of Benefits**
The Subrecipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act.
- F. 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. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.
- G. City Recognition**
The Subrecipient shall ensure recognition of the role of the City in providing funding through this Agreement. The Subrecipient shall use best efforts to provide recognition

of the City's role and of the federal program as a source of funds (i.e., orally, marketing materials, logo, etc.).

H. Certifications & Assurances

The Subrecipient agrees to use CDBG funds for the purposes authorized by the City pursuant to this Agreement. The Subrecipient further agrees to comply with the certifications, attached as Exhibit A, and made a part of this Agreement, which are required by the Department of Housing and Urban Development for all CDBG projects.

I. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 Subpart B, Subpart D, and 24 CFR 570.611, which include (but are not limited to) the following:

1. 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 supported by federal funds.
2. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-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 CDBG-assisted activity, or with respect to the proceeds from the CDBG-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.

J. Assignability

The Subrecipient shall not assign, subcontract, or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of which assignment shall be promptly given to the City.

The Prime Contractor is required to be registered in the System for Award Management (www.SAM.gov). Subcontractors are not required to be registered in the System for Award Management , but all Subcontractors must provide an ink-signed certification of non-debarment that the company and all of its principals are not debarred.

K. Remedies for Noncompliance

If Subrecipient materially fails to comply with any term of this Agreement, whether stated in its terms, in a federal statute or regulation, or elsewhere, the City may take one or more of the following actions, as appropriate in the circumstances (2 CFR 200.339):

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by City;
2. Disallow (deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current funding award for the Subrecipient's project;
4. Withhold further funding for the project;
5. Require that the Subrecipient refund the dollar amount paid by the City for the funded project, in the event that the nature by which the funds utilized do not comply with the body of work agreed upon, through discovery by City's monitoring of the Subrecipient or otherwise; or
6. Take other remedies that may be legally available

L. Suspension and Termination of the Agreement

In accordance with 24 CFR 570.503, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, or violates any of the terms of this Agreement, which include (but are not limited to) the following (2 CFR 200.339 - 200.340, 2 CFR 200 Subpart D):

1. Failure to comply with the US Constitution, federal statutes, regulations, executive orders, terms and conditions of the federal award, HUD guidelines, policies or directives, rules, or provisions referred to herein as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement; Should the Subrecipient not perform all activities outlined within this Agreement during the term herein, the City will have the option of terminating the agreement and reallocating any remaining funds;
3. Ineffective or improper use of the funds provided under this Agreement;
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect; or
5. In the event of suspension or non-receipt of CDBG funds to the City from HUD.

This Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons in writing for such termination, the effective date, and, in the case of partial termination, the portion to be terminated, with 20 days' notice. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the

purpose for which the award was made, the City may terminate the award in its entirety.

M. Amendments

To the extent this Agreement obligates the Subrecipient to conform with federal or state statutes, regulations, or other formal guidance and such statutes, regulations or other formal guidance are amended, modified, or otherwise formally issued or enacted, this Agreement shall be deemed to be amended to include such obligation; provided, however, that to the extent the City is so authorized to allow, failure by the Subrecipient to comply, perform, fulfill, or observe such obligation may not be deemed to be an event of default unless the City has given the Subrecipient notice of the said amendment and provided Subrecipient a reasonable period of time in which to comply, perform, fulfill or observe such amendment or obligation. Further, if such amendments result in a change of funding, the scope of services, budget, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties. Substantial amendments as outlined in the City's approved Citizen Participation Plan will require City Commission approval and a 30-day public comment period.

N. Copyright

If this contract results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

O. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

P. Agreement Binding on Successors and Assigns

This Agreement will be binding upon and inure to the benefit of the parties hereto and the permitted successors and assigns of the parties.

Q. Counterparts

This Agreement may be executed in counterparts with both parties having a fully-executed counterpart.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management/Office of Management & Budget (OMB)

1. Accounting Standards & Cost Principles

The Subrecipient agrees to comply with 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements, including Subpart E (200.400-475), except as provided for in 24 CFR

570.502 – Applicability of Uniform Administrative Requirements, as related to the acceptance and use of federal funds under this federally assisted program. Subrecipient agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls to ensure that the funds are used for allowable and eligible costs related to the funded activity, and maintain necessary source documentation for all costs incurred.

2. Documentation & Recordkeeping

a) Records to be Maintained

The Subrecipient shall maintain all records required by the City and federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- o Records providing a full description of each activity undertaken;
- o Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- o Records required to determine the eligibility of activities;
- o Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance (not applicable to public services or fair housing activities);
- o Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- o Financial records as required by 2 CFR Part 200 Subpart D, and 24 CFR 570.502; and
- o Other records necessary to document compliance with 24 CFR Part 570 Subpart K.

Record of reimbursable expenses pertaining to the rehabilitation of the Property and records of accounts between the City and the Subrecipient shall be kept in a manner consistent with generally recognized accounting standards.

The City, the US Department of Housing and Development, the Comptroller General of the US or any of their duly authorized representatives, shall have access to any books, documents, papers, statements, reports, data and/or information and records of the Subrecipient, including receipts, invoices, and other financial records, employment records, and client demographic and income data which are directly pertinent to the Agreement for the purpose making an audit, examination, excerpts and transcriptions for a period of four (4) years from completion of the project. All financial records pertaining to this Agreement upon completion shall remain the property of the City.

All identifying information shall be kept by Subrecipient only. The City will not keep this information, but will have access to during

onsite monitoring visits or digitally once identifying information has been redacted by Subrecipient.

b) Records Retention

Following 2 CFR 200.334-338 and 24 CFR 570.506, the Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement, for a period of four (4) years. The retention period begins on the date of the submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER -due annually in late July to HUD) which the activities assisted under the Agreement are reported on for the final time.

Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four (4) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four (4) year period, whichever occurs later. The Subrecipient shall retain information in its files which shall clearly document all activities performed in conjunction with this Agreement including, but not limited to, financial transactions, conformance with assurances, and Subrecipient activity reports.

c) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, description of service provided, and demographic information.

Due to the sensitive nature of personally identifiable information contained within the documentation used, the Subrecipient must take reasonable measures to safeguard and securely store such information.

Data is to be made available to the City's monitors or their designees for review upon request.

d) Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e) Close-out

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed per 2 CFR 200 Subpart D, 24 CFR

570.502 and 24 CFR 570.509. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

f) Audits & Inspections

All Subrecipient records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.300-309 and Subpart F of this part with respect to any matters covered by this Agreement shall be made available to the City, any party the City may name, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts from any records or other information relating to all matters under this Agreement. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments.

g) Monitoring and Evaluation

In accordance with 2 CFR 200.332(d), the City reserves the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to such monitoring and evaluation.

3. Reporting & Payment

a) Program Income and Security Requirements

For the purpose of this Agreement, program income includes funds from future sale of the Property. The Subrecipient agrees to return all income generated from CDBG funds to the City if the Property is sold or transferred during the five (5) year period outlined in the Use and Reversion of Assets section (Section V Part 5) of this Agreement. Program income does not include proceeds from the disposition of real property by Subrecipient that was acquired or improved with Grant Funds five years after the close-out or termination of this Agreement.

Program income is gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a

result of the Federal award during the period of performance. No program income is expected under this agreement. However, if any program income is received as a direct result of the improvement project, it must be repaid to the City of Fargo's CDBG program, equal to the percentage of City of Fargo's contribution to the overall project costs (e.g., if the City contributes 50% of the project budget, 50% of any program income resulting from the project must be repaid to the City).

b) Indirect Costs

Indirect costs are not billable expenses under this Agreement. The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City.

c) Payment Procedures

Provided that the activities authorized under the Statement of Work and contracts signed by the Subrecipient are eligible expenditures of CDBG funds, the City agrees to reimburse expenses outlined for the work herein. The Subrecipient must submit an invoice to the City of Fargo for reimbursement of expenses between 30-45 days of expense.

4. Procurement/Purchasing Requirements

Should the Subrecipient need to make any purchases with any portion of the CDBG funds received under this Agreement, the following must be used. **To ensure compliance with HUD's procurement requirements, all purchases must be approved by the City prior to finalizing purchases.**

a) Compliance

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

b) Office of Management & Budget (OMB) Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirement of 2 CFR Part 200, Subpart D. Procurement must be competitive and demonstrate cost reasonableness (lowest and best cost/bid and at least 3 bids or quotes). Prospective bidders shall bid from the same information/bid request. Documentation must be provided to the City prior to the selection of any materials or services, including bid request and bid results.

c) Travel

Travel expenses are not billable expenses for this project.

5. Use & Reversion of Assets (As Applicable)

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504 as applicable, which include but are not limited to the following:

- The Subrecipient shall transfer to the City any CDBG funds on hand and all accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination pursuant to 24 CFR 570.503(b)(7). Any and all such funds shall not accumulate as project funds unless authorized in writing by the City.
- Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the City deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall repay the City an amount equal to the reimbursed expenses that occurred under this Agreement. Such payment shall constitute program income to the City. As stated in the Amendments section of this Agreement, at no time can the use of the real property or other changes be made without approval by both parties and executed, in writing, by a duly authorized representative of each organization.
- Subrecipient certifies that Subrecipient does not intend to sell, transfer or convey the subject property prior to the 5 Year Period and hereby agrees to return to the City the grant described in this agreement should the property be sold, transferred or conveyed within the 5 Year Period. Subrecipient agrees to execute a "Notice of Lien and Agreement Not to Sell or Encumber Real Property". This instrument shall be recorded at the Recorder's Office of the county where the subject property is located. The lien shall only be attached to the portion of the property that is commercial in nature (i.e., lien will not be placed on residential portion of the property). The City shall execute a Release of the Lien Not to Sell or Encumber at the end of the term of this agreement provided the Subrecipient has fully performed its obligations under this agreement.
- In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Any asset other than real property, acquired by the Subrecipient in whole or in

part under this Agreement which is no longer used by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment). This provision shall remain in force for the economic life of the asset.

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR Part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR Part 25, appendix A, and must have a Unique Entity ID (UEI). The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

B. Women & Minority Owned Businesses/Enterprises

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

VI. NOTICES

All notices, requests, consents, or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally, emailed, or if sent by United States registered or certified mail or overnight delivery service to the parties as follows:

To Subrecipient:	To the City:
YWCA Cass Clay	City of Fargo Planning & Development
Erin Prochnow	Nicole Crutchfield
4650 38 Ave S, Ste 110	225 4 St N.
Fargo, ND 58104	Fargo, ND 58102
701-232-2547	701.297.7782
eprochnow@ywcacassclay.org	NCrutchfield@FargoND.gov

Each notice shall be deemed given and received on the date delivered if served personally, emailed, or if sent by United States registered or certified mail or by overnight delivery service, then the day so sent to the address of the respective party, as provided herein. Notices sent by a party's counsel shall be deemed notices sent by such Party.

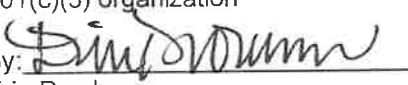
VII. ENTIRE AGREEMENT

The provisions as set forth in items I-VII along with Exhibits A, B, C, and D 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.

Subrecipient

SIGNED THE 14 DAY OF
January
2025

YWCA Cass Clay, a non-profit
501(c)(3) organization

By: 
Erin Prochnow
Its: Executive Director

City of Fargo

SIGNED THE _____ DAY OF

2025.

CITY OF FARGO, a North Dakota
municipal corporation

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

ATTEST:

Steve Sprague
City Auditor

EXHIBIT A – Certifications & Other Applicable Federal Requirements

Certifications:

The City and Subrecipient will conduct and administer this contract in compliance with:

DISCRIMINATION; EQUAL OPPORTUNITY; LOCAL EMPLOYMENT

1. Title VI of the Civil Rights Acts of 1964 (PL 88-352; 42 USC 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1 which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
2. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) (42 USC 3601 et seq., PL 90-284), as amended, which states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, or national origin. Title VIII also requires that programs and activities relating to housing and urban development be administered in a manner to affirmatively further fair housing.
3. Title IX of the Education Amendments of 1972 (20 USC 1681, 1683, and 1685-1686), as amended, which prohibits discrimination on the basis of sex.
4. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 USC 5309), as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color, national origin, religion, or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Housing and Community Development Act.
5. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (Equal Access Rule) 24 CFR Part 5 Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation Executive Order 13998 extends existing protections on the basis of sex to include sexual orientation and gender identity.
6. Nondiscrimination and Equal Opportunity in Housing, Executive Order 11063 (1962), as amended by Executive Orders 12259 and 12892, and implementing regulations at 24 CFR Part 107, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the use, occupancy, sale, lease, rental, or disposition of residential property assisted with federal funds.
7. Equal Employment Opportunity, Executive Order 11246 (1965), as amended, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts. The Subrecipient shall ensure contractors and subcontractors on federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship

8. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally conducted programs and activities.
9. The Age Discrimination Act of 1975 (42 USC 6101-6107), as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.
10. Section 504 of the Rehabilitation Act of 1973 (29 USC 793, 29 USC 794), as amended, provides that no otherwise qualified individual shall, solely by reason of a disability, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds. Effective communication with persons of all types of disabilities must be ensured. The American with Disabilities Act of 1990 (1990) provides civil rights protections to individuals with physical and mental disabilities, guaranteeing them equal opportunity in public accommodations, employment, transportation, state and local government services, and telecommunications.
11. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
12. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which

the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these

13. Equal Protection of the Laws for Faith-Based and Community Organizations, Executive Order 13279, as amended by Fundamental Principles and Policy Making Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations Executive Order 13559.
14. The Architectural Barriers Act (ABA) of 1968 (42 USC 4151 et seq.), as amended, stipulates that all buildings which are (1) financed with federal funds, and (2) intended for use by the public, or which may result in employment or residence therein of physically handicapped persons, be designed and constructed in accordance with standards prescribed by the ABA to ensure that such buildings are fully accessible to and usable by handicapped individuals.
15. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the application.

PROHIBITED ACTIVITIES

1. Hatch Act (5 USC 1501-1508 and 7324-7328), the Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.
2. Requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104) which prohibits grant award recipients or subrecipients from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect, or (3) Using forced labor in the performance of the award or subawards under the award.
3. Drug-Free Workplace Act of 1988 (41 USC 701, et seq.), as amended, and implementing regulations at 2 CFR part 2429, as set forth at 2 CFR part 182 which adopts the government-wide implementation of Sections 5152-5158 of the Drug-Free Workplace Act of 1988 (PL 100-690, Title V, Subtitle D).

4. Religious & Faith-Based Organizations

Faith-Based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Subrecipient is prohibited from using the federal financial assistance received to support or engage in any explicitly religious activities such as, but not limited to worship, religious instruction, or proselytization, or in any other manner prohibited by law.

5. Events of Default

Penalties, as set forth in this Agreement and as allowed by law, will apply. Each of the following shall constitute a default ("Event of Default" or "Default") by the Subrecipient under this Agreement:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
 - i. Failure of the Subrecipient to materially comply, perform, fulfill or observe an obligation under this Agreement shall be deemed to have occurred when such failure or violation has continued for thirty (30) days after receipt of written notice to the Subrecipient by the City identifying with particularity the failure or violation.
If such failure or violation (said failure or violation being a non-Monetary Payment Default) is not reasonably capable of being cured within such thirty (30) day period, there shall exist no Event of Default if the Subrecipient promptly advises the City of the Subrecipient's intention to duly institute all steps reasonably necessary to cure such default and the Subrecipient promptly commences cure of such failure or violation within such thirty (30) day period and diligently pursues such cure to completion. Such additional time for cure shall not exceed one-hundred eighty (180) days after receipt of the initial written notice to the Subrecipient by the City.
- c. Ineffective or improper use of the Property provided under this Agreement.
- d. D) The Subrecipient has instituted voluntary proceedings in bankruptcy;
- e. Involuntary proceedings in bankruptcy have been instituted against the Subrecipient that are not discharged within ninety (90) days thereafter;
- f. Any proceedings have been instituted by or against the Subrecipient under any Law relating to insolvency or bankruptcy reorganization, and in the case of an involuntary proceeding, that is not discharged within ninety (90) days after filing;
- g. A trustee or receiver has been appointed for the Subrecipient by any court of competent jurisdiction, or (v) the Subrecipient shall make a general assignment for the benefit of its creditors; or
- h. Any representation or warranty made by the Subrecipient herein shall prove to have been incorrect when made, in any material respect.
- i. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

6. Remedies Upon Event of Default

- a. Upon the occurrence of an Event of Default, the City will have the right to exercise any of the following remedies:
 - i. Exercise any remedy afforded hereunder.
 - ii. Seek specific performance or other equitable relief.
 - iii. Sue for monetary damages.

- iv. In accordance with 2 CFR 200.388, if the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the City may impose additional conditions, as described in 2 CFR 200.207 'Specific conditions.'
- v. In accordance with 24 CFR 570.503, in addition to such remedies provided for above, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, in accordance with 2 CFR Part 200, Subpart D.

b. **Remedies Cumulative; Limitation on Remedies; Waiver:** All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity, subject, however, to any limitation on damages, fees and costs as provided for in this Agreement. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies, or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder, nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party or Parties may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

c. **Limited Recourse Obligations; Members and Officers Not Liable:** All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any member, director, officer, employee, or agent of the City in his or her individual capacity, and no recourse shall be had for any Claim hereunder against any member, director, officer, employee, or agent of the City in such capacity.

All covenants, stipulations, promises, agreements, and obligations of Subrecipient contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of Subrecipient and not of any shareholder, member, partner, owner, manager, officer, employee, or agent of Subrecipient in his or her individual capacity, and no recourse shall be had for any Claim hereunder against any shareholder, member, partner, owner, manager, officer, employee, or agent of Subrecipient in such capacity.

d. **Risk of Certain Losses; Force Majeure:** The non-occurrence of any condition under this Agreement shall not give rise to any right otherwise provided in this Agreement when such failure or nonoccurrence is due to the occurrence of a Force Majeure event and without the fault of the Party claiming an extension of time to perform or excuse from performance. Without limitation of and in addition to the foregoing, if a Party hereto shall be delayed or hindered or prevented from the performance of any obligation required under this Agreement by reason of a Force Majeure event, then the performance of such obligation shall be excused for the period of delay and the period for performance of any such act shall be

extended for a period equivalent to the period of such delay. An extension of time for any such cause, if any, shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause; provided, however, that if notice by the Party claiming such extension is sent to the other Parties more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. The Party claiming a Force Majeure event shall remedy the Force Majeure event with all reasonable dispatch, and shall make commercially reasonable efforts to avoid the adverse impacts thereof and to resolve the event or occurrence once it has occurred in order to resume performance. As soon as the Party claiming a Force Majeure event is able to resume performance of all or a portion of its obligations excused as a result of the occurrence of Force Majeure, such Party shall give prompt notice thereof to the other Parties. Times of performance under this Agreement also may be extended as mutually agreed upon in writing by the Parties. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default under this Agreement.

A Force Majeure event shall be defined as an event that causes delay by a party or failure by a party in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

7. Government-wide Restriction on Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the making of any federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. The Subrecipient shall require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly;
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by Section 1352, Title 31, USC Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ACQUISITIONS; RELOCATION; DISPLACEMENT

1. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (PL 91-646 and HUD implementing regulations at 49 CFR Part 24), providing for fair and equitable treatment of all persons displaced or whose property is acquired as a result of any federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Act. The Act also provides for establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.
2. The Subrecipient under this Agreement shall not cause the voluntary or involuntary displacement of persons, businesses, organizations, or farms from their homes or neighborhoods except as in conformance with the Housing and Community Development Act of 1974, as amended, and the City's displacement policies.

ENVIRONMENTAL CONDITIONS

1. National Environmental Policy Act of 1969 (42 USC 4321 et seq.), as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500-1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.
2. The Clean Air Act of 1955 (42 USC 7401 et. seq.), as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.
3. Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder. Executive Order 11288 relating to the prevention, control and abatement of water pollution.
4. Flood Disaster Protection Act of 1973 (42 USC 4001 et seq., PL 93-234), as amended, in accordance with the requirements of said Act, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance if total cost of insurable construction (including rehabilitation) and acquisition is \$10,000 or more.
5. Floodplain Management Executive Order 11988 (1977) (42 FR 26951 et seq.) prohibits undertaking certain activities in flood plains unless it has been determined that there is no

practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.

6. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.) requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.
7. HUD Environmental Criteria and Standards (24 C.F.R Part 51) (44 FR 40860-40866, July 12, 1979) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances, and suitable land uses for airport runway clear zones.
8. The Safe Drinking Water Act of 1974 (42 USC 201, 300 (f) et. seq., 7401 et seq., 21 USC 349, PL 93-523), as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.
9. The Endangered Species Act of 1973 (16 USC 1531 et. seq., PL 93-205), as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.
10. The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et. seq.), as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse effect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.
11. The Lead-Based Paint Poisoning Prevention Act -- Title IV (42 USC 4801 et. seq.) prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.
12. Section 106 of the National Historic Preservation Act of 1966 (16 USC 470 et. seq.), as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places; Executive Order 11593 (identification and protection of historic properties), and the Archeological and Historical Data Preservation Action of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et. seq.) providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.
13. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et. seq.) requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.

1. The Davis Bacon Act (40 USC 276a-276a-7) requiring that, on all prime contracts which exceed \$2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.
2. Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.), requiring that mechanics and laborers employed on federally-assisted contracts which exceed \$2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.
3. The Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c) and 18 USC 874 et seq.), and its implementing regulations of the US Department of Labor at 29 CFR Part 5, prohibiting and prescribing penalties for "kickbacks" of wages in federally-financed or assisted construction activities.
4. The Subrecipient shall not employ, award contracts to, or otherwise fund or engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of Title 24 of the Code of Federal Regulations.

ADDITIONAL COMPLIANCE ITEMS

1. The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
2. All applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

EXHIBIT B – Draw Request Form

See next page.

Instructions for CDBG Draw Request

DRAW INFORMATION

1. As shown on Subrecipient Agreement
2. As shown on Subrecipient Agreement
3. Individual preparing request
4. Telephone number of individual preparing request
5. Subrecipient's Taxpayer Identification Number (TIN)
6. Subrecipient's Unique Entity ID (UEI)
7. Begin with 1, follow numerical sequence for each subsequent request
8. Dollar amount of request

REQUEST SUMMARY

9. Total amount of award as shown on Subrecipient Agreement
10. Cumulative funds Subrecipient has received to date
11. Amount Subrecipient has not yet received from previous requests for this Award
12. Amount available to draw after Post-Closing Conditions are met (Final Draw)
13. Total of line 10 plus line 11
14. Subtract line 12 from line 9 (*if NOT the final draw*); Subtract line 13 from line 9 for final draw
15. Add Lines 14 and 12, subtract amount of this request
16. Describe all project costs to be paid with the requested disbursement

OTHER FUNDING BEING USED TO FUND THIS DRAW

The City of Fargo programs require draws be made for costs incurred. In this section, list any other sources and the respective amount being associated with this draw request which will cover all project expenses identified in line 16.

To receive reimbursement from the City of Fargo for a Public Service project, the following must be provided:

- Completed draw request form;
- All supporting documentation, including evidence of payments made, for project expenses being reimbursed through this draw (timesheets, invoices, receipts, etc.);
- Lien Waivers (as applicable);

To receive reimbursement from the City of Fargo for a Facility Improvement project, the following must be provided:

- Completed draw request form;
- Copy of any project-related contract or change order involving the Subrecipient, General Contractor, or Subcontractors;
- All supporting documentation, including evidence of payments made, for project expenses being reimbursed through this draw (invoices, receipts, etc.);
- Payroll reports (*as applicable*);
- Section 3 work hours, including outreach efforts and worker certifications (*as applicable*);
- Addendum to Contract & Certificate of Non-Debarment forms for each subcontractor (*as applicable*);
- Subcontractor Profile forms (*as applicable*);
- Work Classifications and Wage Rates form(s) (*as applicable*);
- Authorization to Sign Certified Payroll Records form (*as applicable*);
- Employee Deduction Authorization form(s) (*as applicable*);
- Lien Waivers (*needed for ALL draws after the first draw*);
- General Contractor's Sworn Construction Statement; and
- AIA inspection report signed by a licensed architect in support of the draw request indicating that all work and materials to be paid for with this disbursement have been furnished in accordance with the plans and specifications.



CDBG DRAW REQUEST

DRAW INFORMATION

1. Project Name		2. Subrecipient	
3. Draw Request Prepared By	4. Telephone Number		5. Subrecipient TIN
6. Subrecipient UEI	7. Draw Request Number		8. Amount Requested

Request Summary

9. Award Amount	10. Funds Received to-date	11. Funds Requested, but not yet received
12. Award Hold Back (Available after all post-closing conditions satisfied)		13. Total Funds Previously Requested (10 plus 11)
14. Funds Available for this Request (9 less 12, if not final draw, less 13)		15. Funds Remaining for Future Requests (14 plus 12 less this request)
16. Description of use of funds from this draw (must provide invoices supporting use of all funds and lien waivers)		

OTHER FUNDING BEING USED TO FUND THIS DRAW

Funding Source	Amount Being Drawn

CERTIFICATION OF SUBRECIPIENT

To the best of my knowledge, the information contained within this form is correct and all disbursements are in compliance with the applicable program's requirements

Print Name	Title	
Signature		Date

APPROVAL BY CITY OF FARGO

Print Name	Signature	Date
Project Number		IDIS Number
Funds		
Grant Number _____	Fund Type _____	Fund Type _____



EXHIBIT C – Accomplishment Report Form

See next page.

Accomplishment Report for CDBG Subrecipients

All subrecipients of Community Development Block Grant funds are required to submit the following information to Planning for HUD reporting purposes. All information is strictly confidential (will be reported in aggregated form on a quarterly and an annual basis). See the "Definitions" sheet for definitions for each category.

Required Reporting Category	Reporting Period: 2025				Totals
	Q1	Q2	Q3	Q4	TOTAL
Income					
Very Low Income (0-30% AMI)					0
Low Income (31-50% AMI)					0
Moderate Income (51-80% AMI)					0
Non-Low/Mod Income (≥81% AMI)					0
TOTAL	0	0	0		0

	Q1	Q2	Q3	Q4	TOTAL
Race & Ethnicity					
White, non-Hispanic					0
Black/African American, non-Hispanic					0
Asian, non-Hispanic					0
American Indian/Alaska Native, non-Hispanic					0
Native Hawaiian/Other Pacific Islander					0
American Indian/Alaska Native & White					0
White, Hispanic					0
Other Multi-Race, Hispanic					0
Other Multi-Race, Non-Hispanic					0
TOTAL	0	0	0		0

	Q1	Q2	Q3	Q4	TOTAL
Disability Status					
Yes					0
No					0
					0

	Q1	Q2	Q3	Q4	TOTAL
Elderly Status					
Yes					0
No					0
					0

	Q1	Q2	Q3	Q4	TOTAL
Gender					
Female					0
Male					0
Non-Binary					0

	Q1	Q2	Q3	Q4	TOTAL
Single Head of Household by Gender					
Female					0
Male					0
Non-Binary					0

Not a Single Head of Household					0

City of Residence	Q1	Q2	Q3	Q4	TOTAL
Fargo					0
Non-Fargo					0
					0

Housing Status (for homeless-related activities)	Q1	Q2	Q3	Q4	TOTAL
Literally homeless					0
At risk of homelessness					0
Fleeing/attempting to flee domestic violence					0
Something else [describe]:					0
Something else [describe]:					0

Other Accomplishments:	Q1	Q2	Q3	Q4	TOTAL
Use this section to describe any other activity accomplishments beyond # of people served.					N/A

EXHIBIT D – Construction Contract

See next page.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Nineteenth day of December in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

YWCA Cass Clay
4650 38th Avenue South
Suite 110
Fargo, ND 58104

and the Contractor:
(Name, legal status, address and other information)

Robert Gibb and Sons, Inc.
2011 Great Northern Drive
Fargo, ND 58102
701.282.4400

for the following Project:
(Name, location and detailed description)

YWCA Emergency Shelter Heat Pump Replacement
3000 South University Drive
Fargo, ND 58103

The Architect:
(Name, legal status, address and other information)

Shultz & Associates, Ltd.
612 1/2 Main Avenue
Fargo, ND 58103
701.476.0714

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Init.

Not later than () calendar days from the date of commencement of the Work.

By the following date: May 15, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Nine Thousand Five Hundred Dollars and Zero Cents (\$609,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>N/A</u>	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
<u>N/A</u>		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
<u>N/A</u>	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>N/A</u>		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

1. That portion of the Contract Sum properly allocable to completed Work;
2. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
3. That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

1. The aggregate of any amounts previously paid by the Owner;
2. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
3. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
4. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
5. Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Init.

The Owner shall be entitled to withhold ten percent (10%) retainage against all payments to the Contractor through fifty percent (50%) completion, then five percent (5%) through completion, provided that the work is being completed in accordance with the Project Schedule and within the Project Budget. Retainage requirements shall revert to ten percent (10%) if the work subsequently falls behind schedule or is over budget.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Init.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Erin Prochnow
YWCA Cass Clay
4650 38th Avenue South
Suite 110
Fargo, ND 58104

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Eric Johnson

Init.

Robert Gibb & Sons Inc.
2011 Great Northern Drive
Fargo, ND 58102

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- ~~2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~
- 3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- ~~4 Building information modeling exhibit, dated as indicated below:~~

(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

<u>Number</u>	<u>Title</u>	<u>Date</u>
<u>Drawings:</u>	<u>YWCA Emergency Shelter Heat Pump Replacement</u>	<u>November 21, 2024</u>

.6 Specifications

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Project Manual</u>	<u>YWCA Emergency Shelter Heat Pump Replacement</u>	<u>November 21, 2024</u>	<u>1-275</u>

.7 Addenda, if any:

Init.

Number	Date	Pages
<u>Addendum 01</u>	<u>December 11, 2024</u>	<u>1-16</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

1. Performance - Payment Bonds
2. Acknowledgement of Attorney-in-fact of Surety
3. Certificate of Insurance
4. Waiver of Subrogation and Severability of Interest Endorsement
5. Certificate of Worker's Compensation Insurance in accordance with the laws of the State of North Dakota
6. Contractor's State Tax Clearance Form

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Erin Prochnow CEO
(Printed name and title)

CONTRACTOR (Signature)

Eric Johnson Operations Manager
(Printed name and title)

Init.



PUBLIC WORKS



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

January 8, 2025

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

RE: (2) Three Wheeled Mechanical Street Sweepers (RFP2527)

Commissioners:

On December 23, 2024, review committee participants Ben Dow, Corey Houim and Tom Ganje, met to discuss the three received proposals for the purchase of two (2) Three Wheeled Mechanical Street Sweepers. After a thorough review, it was determined that only one proposal was compliant.

The results are as follows:

<u>Firm</u>	<u>Price for (2) with Trade</u>
Sanitation Products.	\$388,956.00
ODRA LLC.	\$486,000.00
Brenco Corp.	\$543,000.00

Sanitation Products met all required specifications and the price was within expected parameters. Funding for this project is included in the 2025 Vehicle Replacement Budget.

Our recommendation is to purchase two (2) Three Wheeled Mechanical Street Sweepers based on the proposal from Sanitation Products.

SUGGESTED MOTION:

Approve the purchase two (2) Three Wheeled Mechanical Street Sweepers from Sanitation Products in the amount of \$388,956.00. (RFP2527)

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

**2025 (2) Three Wheeled Mechanical Street Sweepers
RFP2527
1/8/2024**

	Sanitation Products	Brenco Corp	ODRA LLC
Make	Elgin	Karcher	ODRA
Model	Pelican NP	MCM600	MT4H
Total Price for (1) Sweeper	\$289,478.00	\$306,500.00	\$288,000.00
Total Price for (2) Sweepers	\$578,956.00	\$613,000.00	\$576,000.00
Trade in Value (Unit 694)	\$95,000.00	\$35,000.00	\$45,000.00
Trade in Value (Unit 667)	\$95,000.00	\$35,000.00	\$45,000.00
Total Price for (2) Sweepers minus Trade in Value	\$388,956.00	\$543,000.00	\$486,000.00
Meets Specifications	Yes	No	No



PUBLIC WORKS

20

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

January 14, 2025

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

RE: 2025 Water Filtration Heavy Duty Tandem Axle Truck Chassis with Dump Body Truck (RFP24366)

Commissioners:

On December 23, 2024, four (4) proposals were received and read for the purchase of one (1) Heavy Duty Tandem Axle Truck Chassis with Dump Body. The results are as follows:

<u>Firm</u>	<u>Price for one</u>
Fargo Freightliner	\$239,655.00
Nelson International	\$242,818.00
RDO Truck Center	\$257,073.00
RDO Truck Center	\$261,363.00

The review committee, comprising Troy Hall, Daniel Portlock, Ben Dow, and Tom Ganje, carefully evaluated four proposals to ensure compliance with the required specifications. After a comprehensive review, the committee concluded that all four proposals met the necessary criteria. Fargo Freightliner was found to fully comply with the required specifications, and their proposed price was within the expected parameter. For your reference and consideration, a synopsis of the proposals is attached. Please note that funding for this acquisition is included in the 2025 Water Filtration Budget.

Our recommendation is to purchase of one new Heavy-Duty Tandem Axle Truck Chassis with Dump Body through Fargo Freightliner. This recommendation is based on the submitted proposal, which meets all requirements and is fully compliant with the City of Fargo's weight limitations. The total cost for this purchase is \$239,655.00.

SUGGESTED MOTION:

Approve the purchase of one (1) Heavy Duty Tandem Axle Truck Chassis with Dump Body through Fargo Freightliner totaling \$239,655.00.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

**Heavy Duty Tandem Axle Truck Chassis with Dump Body
2025 City of Fargo Water Filtration
1/13/2025**

	Fargo Freightliner	Nelson International	RDO Truck Center	RDO Truck Center
Make	Western Star	International	Volvo	Mack
Model	49X SFA	HV 515	VHD64	GR64
Total Truck Price	\$239,655.00	\$242,818.00	\$257,073.00	\$261,363.00

REPORT OF ACTION

UTILITY COMMITTEE

(21)

Project No. SW 23-01

Type: Engineering Task Order Amendment #2
Cell 21 Design and Construction Observation

Location: Solid Waste Division - Landfill

Date of Hearing: 01/15/2025

Routing	Date
City Commission	01/20/2025
Project File	Cell 21 Design and Construction Observation

Scott Olson, Solid Waste Utility Director, presented the attached **Task Order Amendment #2 from Stantec for Professional Engineering Services relative to Project SW 23-01**, Design and Construction Observation for Cell 21 Waste Excavation and Construction. The current task order amount is \$479,129.20 following amendment #1, which was approved by City Commission in October of 2024. The **Services of Engineer** are divided in to five phases with proposed amended task costs as shown below:

	Description of Services	Amount
1	Basic Services	
a.	Preliminary and Final Design Phase	\$ 0.00
b.	Bidding and Negotiating Phase	\$ 0.00
c.	Construction Phase – Project Management	\$ 24,593.35
d.	Resident Project Representative Services	\$ 32,570.00
e.	Post-Construction Phase	\$ 10,126.20
TOTAL ADDED COMPENSATION (lines 1 a-e)		\$ 67,289.55

The current contract for Cell 21 Construction has construction costs \$6,735,534.92. Industry standards for similar landfill project design, management and construction oversight are typically 8 to 10% of construction costs; with this amendment, Stantec's proposed task order cost is approximately 8% of construction costs. Please note that the hourly projections are estimates and that Stantec will only charge for actual documented project hours.

Engineering services for the Cell 21 project are funded through the North Dakota Clean Water State Revolving Fund Program (CWSRF #380715-10).

MOTION:

On a motion by Thomas Knaukmus, seconded by Troy Hall, the Utility Committee voted to approve Task Order Amendment #2 from Stantec for Professional Engineering Services related to Project SW 23-01 Cell 21 Design and Construction Observation.

COMMITTEE:	Present	Yes	No	Unanimous
Denise Kolpack, City Commissioner				X
Bruce Grubb, City Administration	X	X		
Brenda Derrig, Assistant City Administrator	X	X		
Thomas Knaukmus, City Engineer	X	X		
Susan Thompson, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
James Hausauer, Wastewater Util. Director				
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:



Scott Olson, PE
Solid Waste Utility Director

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

To: Utility Committee
From: Scott Olson, Solid Waste Utility Director
Date: January 8, 2025
Subject: Amendment #2 to Stantec Task Order SW 23-01; Cell 21 Design and Construction Observation

Task Order **SW 23-01** is for the Design and Construction Observation for the Cell 21 project SW 23-04. After previous amendments, the current task order amount is \$479,129.20.

Attached for your reference is a proposed amendment to the Task Order from Stantec for professional engineering services related to Project SW 23-01. The Services of the Engineer for this change order are as follows:

	Description of Services	Amendment Amount
1	Basic Services	
	a. Design, Specifications	\$ 0.00
	b. Bidding Assistance	\$ 0.00
	c. Construction – Project Management	\$ 24,593.35
	d. Resident Project Representative Services	\$ 32,570.00
	e. Post-Construction Phase	\$ 10,126.20
	TOTAL COMPENSATION (lines 1 a-e)	\$ 67,289.55

The above costs are based on contractors revised schedule following a slope settlement issue that has delayed the project to finish in 2025. The new completion date, approved via change order by City Commission is scheduled for mid-June, 2025. This will require an additional 13 weeks of construction observation that includes 11 weeks of part-time oversight and 2 weeks of full-time oversight during clay and HDPE liner installation.

Industry standards for similar landfill project design, management and construction oversight are typically 8 to 10% of construction costs; Stantec's proposed cost is approximately 8% of the current construction costs. Please note that the hourly projections are estimates and that Stantec will only charge for actual documented project hours.

Engineering services for the project utilize the North Dakota Clean Water State Revolving Fund (CWSRF) loan #380715-10.

Recommendation

Approve the attached amendment with Stantec for task order SW 23-01 in the amount of \$67,289.55 to provide Engineering Services for Project SW 23-01 funded through the CWSRF program.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 1, 2021.

Amendment No. 2 To Task Order No. SW23-01

1. Background Data:

- a. Effective Date of Task Order: January 7, 2025
- b. Owner: City of Fargo – Division of Solid Waste
- c. Engineer: Stantec
- d. Specific Project: Cell 21 Design and Construction Observation

2. Description of Modifications

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
 - 1. Amendment to currently approved Construction Project Management (Task 3) task to include the following:

Additional time for contractor to complete the project.
 - 2. Amendment to currently approved Resident Project Representative (Task 4) to include the following:

Additional time for contractor to complete the project.
 - 3. Amendment to currently approved Documentation Report (Task 5) to include the following:

Additional time to complete documentation report once the project is finalized. Note, we will be completing a partial documentation report for the portion of the cell that will be completed. The additional costs for this amendment will be to update once the remaining portion of the project is complete.
- b. The adjustments above are based on the revised contractor schedule (November 2024). The contractor’s revised schedule includes approximately 13 weeks of construction remaining. This amendment will cover the additional 13 weeks of construction. We have assumed part-time (20 hours/week) for 11 weeks oversight and 2 weeks of full-time (50 hours/week) oversight during clay and HDPE liner construction.
- c. A detailed breakdown of the hours and costs are provided as an attachment.

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$ 333,534.70
b.	Net change for prior amendments:	\$ 145,594.50
c.	This amendment amount:	\$ 67,289.55
d.	Adjusted Task Order amount:	\$ 546,418.75

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this, or previous Amendments remain in effect. The Effective Date of this Amendment is January 7, 2025.

OWNER:

ENGINEER:

By: _____

By: 

Title: _____

Title: Principal

Date

Date

January 7, 2025

Signed: _____

Signed: _____



FEE ESTIMATE - Cell 21 Design & Construction Observation Amendment No. 2

Name	FID (Percentage)	Kooleen, Ethan	Hanson, Randy	Mauch, Sam	Maceparia, Rohl	Annuelh, Megan	Nelson, Alexa	Wulcke, Taylor	Expenses
Project Billing Rate (TKM)	5.00%	\$176.00	\$200.00	\$155.00	\$95.00	\$221.00	\$155.00	\$114.00	\$1.00
Total Units (TKM)	516.00	17.00	47.00	85.00	328.00	2.00	24.00	13.00	1,800.00
Fee (TKM)	\$3,116.55	\$2,992.00	\$9,400.00	\$13,175.00	\$31,160.00	\$442.00	\$3,720.00	\$1,482.00	\$1,800.00

Project Summary	Hours	Labor	Expense	Stubs	Total
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	516.00	\$62,371.00	\$4,918.55	\$0.00	\$67,289.55
Total	516.00	\$62,371.00	\$4,918.55	\$0.00	\$67,289.55

WBS Code	Task Name	Start Date	End Date	Units	Hour	Labour	Expense	Stubs	Total
1	Cell 21	2024-12-01	2025-07-15		516.00	\$62,371.00	\$4,918.55	\$0.00	\$67,289.55
1.1	Design, Specifications, Bidding Assistance				0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.2	Design, Specifications, Bidding Assistance				0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.3	Management	2024-12-01	2025-07-15	132.00	132.00	\$22,327.00	\$2,286.38	\$0.00	\$24,593.38
1.4	Representative	2024-12-01	2025-07-15	320.00	320.00	\$39,400.00	\$2,170.00	\$0.00	\$32,570.00
1.5	Documentation Report	2024-12-01	2025-07-15	64.00	64.00	\$9,644.00	\$492.20	\$0.00	\$10,126.20

22

REPORT OF ACTION
UTILITY COMMITTEE

Project No. Task Order 25-01 Type: – Engineering Task Order
 Location: Solid Waste Division – Landfill Date of Hearing: 01/15/2025

Routing Date
 City Commission 01/20/25
 Project File Task Order 25-01 - 2025 General Engineering Services

Scott Olson, Solid Waste Utility Director, presented the attached Task Order with Stantec for 2025 General Engineering Services. The services of the engineer are separated into seventeen phases as shown below:

Description of Service	Estimated Annual Amount	Basis of Compensation
1. Basic Services		Hourly
100.01 - Leachate Control	\$ 1,000.00	Hourly
100.02 - Landfill Gas	\$ 39,300.00	Hourly
100.03 - Waste Control	\$ 8,400.00	Hourly
100.04 - Planning	\$ 20,850.00	Hourly
100.05 - Closure Construction	\$ 23,530.00	Hourly
100.06 - Cell Construction	\$ 21,210.00	Hourly
100.07 - General Construction	\$ 14,505.00	Hourly
100.08 - Surface Water	\$ 4,490.00	Hourly
100.09 - Operations	\$ 30,980.00	Hourly
100.10 - Hydrogeologic	\$ 60,780.00	Hourly
100.11 - Waste Transfer Facility	\$ 2,720.00	Hourly
100.12 - Old Landfill	\$ 3,850.00	Hourly
100.13 - Air Quality	\$ 22,545.00	Hourly
100.14 - Financial Assurance	\$ 7,250.00	Hourly
100.15 - Permit	\$ 2,358.00	Hourly
100.16 - Electrical Generation	\$ 4,295.00	Hourly
100.17 - East Landfill Improvements	\$ 14,231.00	Hourly
Total Estimated Compensation	\$ 282,294.00	

Costs for engineering services are budgeted for in the 2025 Landfill Division for Engineering Services.

MOTION:

On a motion by Mark Miller, seconded by Ben Down, the Utility Committee voted to approve Task Order 25-01 to Stantec for 2025 General Engineering Services in the amount not to exceed \$282,294.

COMMITTEE:	Present	Yes	No	Unanimous
Denise Kolpack, City Commissioner				X
Thomas Knakmuhs, City Engineer	X	X		
Susan Thompson, City Finance Director	X	X		
Bruce Grubb, City Administration	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Water Reclamation Superintendent	X	X		
Scott Liudahl, City Forester	X	X		
James Hausauer, Wastewater Utility Director				
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:



 Scott Olson, PE
 Solid Waste Utility Director

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

To: Utility Committee
From: Scott Olson, Solid Waste Utility Director
Date: January 8, 2025
Subject: Stantec Task Order 25-01 – 2025 General Engineering Services

Attached for your reference is a proposed **Task Order from Stantec** for 2025 General Engineering Services. Work under this task order typically involves items related to planning, operations and reporting requirements for the Solid Waste Division.

The services of the engineer are separated into seventeen phases as shown below:

Description of Service	Estimated Annual Amount	Basis of Compensation
1. Basic Services		Hourly
100.01 - Leachate Control	\$ 1,000.00	Hourly
100.02 - Landfill Gas	\$ 39,300.00	Hourly
100.03 - Waste Control	\$ 8,400.00	Hourly
100.04 - Planning	\$ 20,850.00	Hourly
100.05 - Closure Construction	\$ 23,530.00	Hourly
100.06 - Cell Construction	\$ 21,210.00	Hourly
100.07 - General Construction	\$ 14,505.00	Hourly
100.08 - Surface Water	\$ 4,490.00	Hourly
100.09 - Operations	\$ 30,980.00	Hourly
100.10 - Hydrogeologic	\$ 60,780.00	Hourly
100.11 - Waste Transfer Facility	\$ 2,720.00	Hourly
100.12 - Old Landfill	\$ 3,850.00	Hourly
100.13 - Air Quality	\$ 22,545.00	Hourly
100.14 - Financial Assurance	\$ 7,250.00	Hourly
100.15 - Permit	\$ 2,358.00	Hourly
100.16 - Electrical Generation	\$ 4,295.00	Hourly
100.17 - East Landfill Improvements	\$ 14,231.00	Hourly
Total Estimated Compensation	\$ 282,294.00	

Major tasks required under the General Engineering Services are related to construction and monitoring assistance, and monthly, semi-annual and annual monitoring and reporting as required by governing bodies ranging from the North Dakota Department of Environmental Quality (NDDEQ) and the Environmental Protection Agency (EPA). The City of Fargo Landfill is also the only landfill in the State of North Dakota managing and operating a renewable energies program regulated by the NDDEQ and EPA.

In recent years, on average, Solid Waste has spent approximately \$221,000 on similar services and the department expects 2025 to be similar. Costs for engineering services are budgeted for in the 2025 Landfill Division for Engineering Services.

Recommendation

Approve the attached **Task Order from Stantec** for 2025 General Engineering Services in the amount not to exceed \$282,294.

TASK ORDER 25-01
2025 General Engineering Services

This is Task Order No. 25-01
consisting of 6 pages.

Task Order General Engineering Services

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated **January 1, 2021** ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 7, 2025
- b. Owner: City of Fargo – Division of Solid Waste
- c. Engineer: Stantec
- d. Specific Project (title): 2025 General Engineering Services
- e. Specific Project (description): Stantec will complete general engineering services for the City as requested. Work under this task order will typically involve items related to planning, operations, and reporting requirements for the Division of Solid Waste related to solid waste management. See a breakdown of phases below.

2. Services of Engineer

A breakdown of the phase and general scope as follows:

Phase 100.01 – Leachate

Stantec will provide engineering assistance for leachate related functions. This may include sampling and laboratory analysis, odor monitoring and control measures, and assistance with pumping systems.

Phase 100.02 –Landfill Gas

Stantec will provide engineering assistance for landfill gas related items. Based on historical assistance, this is anticipated to include collection system operations, monitoring assistance, landfill gas control plan, EPA reporting and emission calculations, and landfill gas end use related items.

Phase 100.03 – Waste Control

Stantec will provide engineering assistance to the Division for items concerning waste control.

Phase 100.04 – Planning

Stantec will provide assistance to the City as requested, and is anticipated to include both short-term and long-term planning related to solid waste items. This task also includes attending monthly capital improvement planning meetings.

Phase 100.05 –Closure Construction

Stantec will provide engineering assistance for items pertaining to construction of closure projects at the facility. This would typically be used for construction projects that the City is self-performing and could include both the MSW and inert waste disposal areas. Typical work would include design, CQA services (onsite observation, soil testing, etc.) and documentation of construction activity.

Phase 100.06 – Cell Construction

Stantec will provide engineering assistance for items pertaining to construction of cell projects at the facility. This would typically include inert waste disposal cells constructed by the City and could include design, CQA services (onsite observation, soil testing, etc.) and documentation of construction activity as needed.

Phase 100.07 –General Construction

Stantec will provide engineering assistance for items pertaining to general construction projects at the facility. This would typically include projects outside of cell or closure projects and could include planning, design, bidding, CQA services and documentation of construction activity as needed.

Phase 100.08 – Surface Water

Stantec will provide assistance for items pertaining to surface water management at the facility. This would typically include sampling assistance, laboratory analysis coordination, updating sampling plan when needed, providing training to City staff as needed and assisting with reporting as needed.

Phase 100.09 – Operations

Stantec will provide assistance for items pertaining to operations at the facility. Based on prior work this is anticipated to include survey grade staking, assistance with GPS controlled equipment user files, completion of onsite survey work as needed, and setting aerial control targets for the annual aerial survey.

Phase 100.10 – Hydrogeologic

Stantec will perform field sampling of the existing monitoring wells on a semiannual basis that includes a semiannual and annual report submittal, coordination of third-party analysis, updating ground water monitoring plan as needed, assist with removal and/or replacement of monitoring system components as site activities dictate.

Phase 100.11 – Waste Transfer Facility

Stantec will perform tasks as needed relating to the waste transfer facility, currently used for a citizen drop-off area.

Phase 100.12 – Old Landfill

Stantec will perform tasks as directed and related to the old landfill.

Phase 100.13 – Air Quality

Stantec will assist with annual testing and reporting requirements for the Airburner and/or wood grinder, will complete semiannual and annual monitoring reporting, complete annual emission calculations, complete air quality permit renewals and/or modifications as needed and other tasks requested by the City.

Phase 100.14 – Financial Assurance

Stantec will prepare the annual financial assurance updates and calculations for submittal to NDDEQ, including updating of financial assurance, closure, post closure plan when necessary and requested by the City.

Phase 100.15 – Permit

Stantec will assist with permit related items as they arise.

Phase 100.16 – Electrical Generation

Stantec will assist with issues, corrective actions, operational items as needed and requested by the City as it relates to electrical generation at the site.

Phase 100.17 – East Landfill Improvements

Stantec will assist with items pertaining to improvements made to the east landfill, as requested by the City.

A. Designing to a Construction Cost Limit

“Does not apply”

B. Other Services

Engineer shall also provide the following services:

None

C. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:
None

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

None noted

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the schedule as discussed and mutually agreed upon for each item as assistance is identified and requested of Stantec.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Estimated Annual Amount	Basis of Compensation
1. Basic Services		
100.01 – Leachate Collection	\$1,000	Hourly
100.02 – Landfill Gas	\$39,300	Hourly
100.03 – Waste Control	\$8,400	Hourly

100.04 - Planning	\$20,850	Hourly
100.05 –Closure Construction	\$23,530	Hourly
100.06 –Cell Construction	\$21,210	Hourly
100.07 –General Construction	\$14,505	Hourly
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100.09 - Operations	\$30,980	Hourly
100.10 - Hydrogeologic	\$60,780	Hourly
100.11 – Waste Transfer Facility	\$2,720	Hourly
100.12 -- Old Landfill	\$3,850	Hourly
100.13 – Air Quality	\$22,545	Hourly
100.14 – Financial Assurance	\$7,250	Hourly
100.15 - Permit	\$2,358	Hourly
100.16 – Electrical Generation	\$4,295	Hourly
100.17 – East Landfill Improvements	\$14,231	Hourly
TOTAL ESTIMATED COMPENSATION	\$282,294	

The above costs are estimates, invoicing will be on actual time spent and annual fees for this task order will not exceed \$282,294 without prior written approval.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order

8. Other Modifications to Agreement and Exhibits:

None

9. Attachments:

Table 1 – Hourly rate table

10. Other Documents Incorporated by Reference:

None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

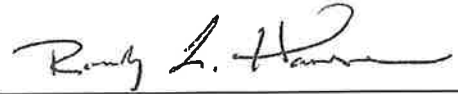
The Effective Date of this Task Order is January 7, 2024.

OWNER:

ENGINEER:

By:

By:



Print Name: Timothy Mahoney

Print Name: Randy L. Hanson

Title: Mayor

Title: Principal

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Scott Olson

Name: Randy L. Hanson

Title: Solid Waste Utility Director

Title: Principal

Address: 2301 8th Avenue N, Fargo ND 58102

Address: 3303 Fiechtner Drive, Fargo ND 58103

E-Mail solson@fargond.gov
Address: _____

E-Mail Randy.hanson@stantec.com
Address: _____

Phone: 701-476-4087

Phone: 701-297-9600

**TABLE 1 - HOURLY RATE TABLE**

BC2277_2025-0

Stantec Billing Level	2025 Hourly Rate*
3	\$107
4	\$114
5	\$126
6	\$130
7	\$139
8	\$146
9	\$155
10	\$163
11	\$172
12	\$176
13	\$189
14	\$200
15	\$221
16	\$246
17	\$260
18	\$265
19	\$285
20	\$296
21	\$312

*Rates subject to annual increase.

Interns to be billed at \$86/hour.

Field technicians to be billed at \$95 to \$115/hour based on experience.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals and Lodging**
May be billed at cost or daily per diem.
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **Vehicle and Equipment Rentals**
Not owned by Stantec.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

A Technology/Communication fee of 5% will be added to each invoice, applied as a percent- age of total Labor costs for a given invoicing period. The fee covers CAD computer usage, cell communications, copies, and postage.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. For Stantec owned vehicle, a combination of daily vehicle or milage rates are used depending on the type of work and/or contract. A separate Stantec Equipment Rate Schedule* is available upon request.

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REPORT OF ACTION

UTILITY COMMITTEE

Project: Red River Valley Water Supply Project (RRVWSP) **Type:** Interim Financing Agreement Series E

Location: Water Treatment Plant

Date of Hearing: 1-15-2025

<u>Routing</u>	<u>Date</u>
City Commission	1-21-2025
Project File	

Bruce Grubb, PT Temporary Administrator, presented the attached cover memo and Interim Financing Agreement Series E related to unallocated federal funding eligible to be used for the 2023-2025 RRVWSP work plan. Mr. Grubb provided a ppt. presentation to further describe the Interim Financing Agreement Series E and local cost share obligations of the City of Fargo.

Background:

The City Commission previously approved Interim Financing Agreements Series A through D including a Series D Amendment. Recently, GDCD became aware of additional, unallocated funding of up to \$4.5 million through the Federal Municipal, Rural and Industrial Funding Program (MR&I) and up to \$1.5 million in available funding from the Water Infrastructure Revolving Loan Fund (WIRLF). Both of the funding sources are eligible to be applied to the Eastern North Dakota Alternative Water Supply (ENDAWS) federal components of the RRVWSP as reflected below:

ENDAWS Budget Features	
<u>Project</u>	<u>Project Budget</u>
Biota WTP Site Development, Mass Grading and Tunnel Shaft/Wetwell Excavation Design	\$1,400,000
Biota WTP Piloting (6 months)	\$900,000
Biota WTP Supplemental Geotechnical Investigation	\$150,000
Electrical Service Extension Study (Central Power/HDR)	\$450,000
ENDAWS TM Contract 2 Design and Bidding Assistance	\$3,100,000
TOTAL	\$6,000,000

Local Cost Share Allocations for the Series E Federal MR&I Funding:

The cost share match of \$1.5 million would be financed with available WIRLF dollars through an infrastructure loan with the Bank of North Dakota. Fargo and Grand Forks have agreed to proportionally assume the WIRLF debt at this time, to be reimbursed in the future as additional small system participants commit to the RRVWSP.

ENDAWS Project Cost Distribution	
MR&I Approved Funding	\$4.5 million
Local Cost Share	\$1.5 million
Total ENDAWS Project Costs	\$6.0 million

<u>City</u>	<u>Percentage</u>	<u>Local Share</u>
Fargo	78.75%	\$1,181,250
Grand Forks	21.25%	\$318,750
Total	100.00%	\$1,500,000

As with the previous interim financing agreements, Fargo’s cost share for the Series E infrastructure loan will be included in the Water Utility financial model and budgeted for on an annual basis.

Motion:

On a motion by Troy Hall seconded by Mark Miller, the Utility Committee voted to approve the attached Interim Financing Agreement Series E for Fargo’s proportion of the federal MR&I local cost share for the RRVWSP 2023-2025 biennial work plan.

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

ATTEST:



 Troy Hall
 Water Utility Director

C: Mayor Mahoney
 Commissioner Piepkorn
 Commissioner Strand
 Commissioner Turnberg



Water Treatment Plant
 435 14th Avenue South
 Fargo, ND 58103
 Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

January 9, 2025

MEMORANDUM

To: Utility Committee
From: Troy Hall, Water Utility Director
 Dan Portlock, Water Utility Engineer
 Bruce Grubb, PT Temporary Administrator
Subject: Red River Valley Water Supply Project (RRVWSP) – Interim Financing Agreement Series E

Attached for your reference, please find an *Interim Financing Agreement Series E* related to available federal Municipal, Rural and Industrial (MR&I) dollars and Water Infrastructure Revolving Loan Fund (WIRLF) dollars. The MR&I and WIRLF dollars are eligible to be used for the Eastern North Dakota Alternative Water Supply (ENDAWS) portions of the RRVWSP. The available federal MR&I funding is \$4.5 million and requires a 25% local cost share match of \$1.5 million. The cost share match of \$1.5 million would be financed with the available WIRLF dollars through an infrastructure revolving loan with the Bank of North Dakota. Fargo and Grand Forks have agreed to proportionally assume the local cost share at this time, to be reimbursed in the future as additional small system participants commit to the RRVWSP.

Background – Previous Interim Financing Agreements

The City Commission previously approved Interim Financing Agreements Series A through D including a Series D Amendment. The individual interim financing agreements were associated with separate State biennial work plan budgets. The previous interim financing agreements have been summarized below:

- **Series A** was associated with the 2017-2019 biennial work plan and subject to a 10% local cost-share. Fargo's share of the local cost-share was paid in the form of a one-time lump-sum payment of \$1,115,327.
- **Series B** was associated with the 2019-2021 biennial work plan and subject to a 25% local cost-share. Fargo's share of the local cost-share was paid in the form of a one-time lump-sum payment of \$1,447,781.
- **Series C** was associated with the 2021-2023 biennial work plan and subject to a 25% local cost-share. GDCD is financing the local cost-share through a 40-year, 2% infrastructure revolving loan with the Bank of North Dakota. Fargo's share of the local cost-share will be in the form of equal annual debt service payments of \$475,244/yr.
- **Series D** is associated with the 2023-2025 biennial work plan and subject to a 25% local cost-share. Series D includes the local cost-share obligations of Fargo and Grand Forks only (81.16%). GDCD is financing the local cost-share through a D1 infrastructure revolving loan with the Bank of North Dakota. The loan terms include 40-years at 2% with shaped debt including a deferral followed by interest only payments for the next 3-years. Fargo's share of the local cost-share will be in the form of shaped annual debt service payments starting at \$1,877,196/yr. in 2024.
- **Series D Amendment** is associated with the 2023-2025 biennial work plan and subject to a 25% local cost-share. The Series D Small Systems Amendment includes the other small user's cost-share obligations (18.84%). GDCD is financing the local cost-share through a D2 infrastructure revolving loan with the Bank of North Dakota. a 40-year, 2% infrastructure revolving loan with the Bank of North Dakota. The loan terms include 40-years at 2% with shaped debt including a deferral followed by

interest only payments for the next 3-years. Fargo's share of the local cost-share will be in the form of shaped annual debt service payments starting at \$1,877,196/yr. in 2024.

Interim Financing Agreement Series E

GDCD became aware of additional, unallocated funding of up to \$4.5 million through the Federal Municipal, Rural and Industrial Funding Program (MR&I) and up to \$1.5 million in available funding from the Water Infrastructure Revolving Loan Fund (WIRLF). Both of the funding sources are eligible to be applied to the ENDAWS federal components of the RRVWSP as reflected below:

ENDAWS Budget Features

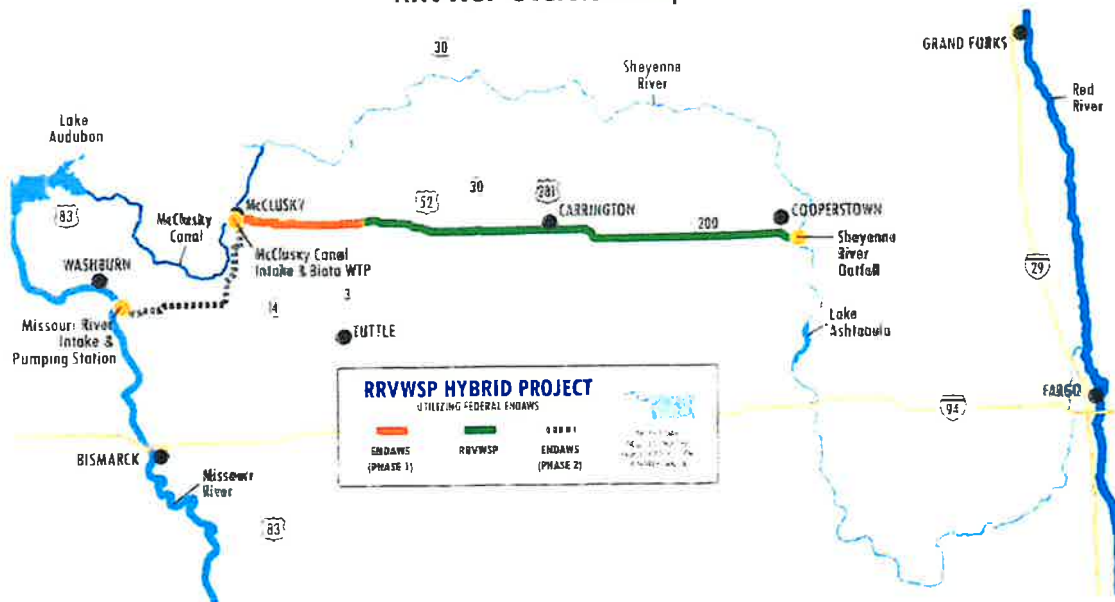
<u>Project</u>	<u>Project Budget</u>
Biota WTP Site Development, Mass Grading and Tunnel Shaft/Wetwell Excavation Design	\$1,400,000
Biota WTP Piloting (6 months)	\$900,000
Biota WTP Supplemental Geotechnical Investigation	\$150,000
Electrical Service Extension Study (Central Power/HDR)	\$450,000
ENDAWS TM Contract 2 Design and Bidding Assistance	\$3,100,000
TOTAL	\$6,000,000

ENDAWS Project Cost Distribution

MR&I Approved Funding	\$4.5 million
Local Cost Share (WIRLF)	\$1.5 million
Total ENDAWS Project Costs	\$6.0 million

<u>City</u>	<u>Percentage</u>	<u>Local Share</u>
Fargo	78.75%	\$1,181,250
Grand Forks	21.25%	\$318,750
Total	100.00%	\$1,500,000

RRVWSP Overview Map



SUGGESTED MOTION

Approve the attached Interim Financing Agreement Series E for Fargo's proportion of the federal MR&I local cost share for the Red River Valley Water Supply Project 2023-2025 biennial work plan.

Your consideration in this matter is greatly appreciated.

- C: Tim Mahoney, Mayor/LAWA Chair
- Mike Redlinger, City Administrator
- Brenda Derrig, Assistant City Administrator
- Ian McLean, Assistant City Attorney
- Katie Schmidt, LAWA Attorney
- Merri Mooridian, Garrison Diversion Conservancy District

**INTERIM FINANCING AGREEMENT
SERIES E**

**BY AND BETWEEN
GARRISON DIVERSION CONSERVANCY DISTRICT
AND
LAKE AGASSIZ WATER AUTHORITY
AND
CITY OF FARGO, NORTH DAKOTA
AND
CITY OF GRAND FORKS, NORTH DAKOTA**

Dated as of December __, 2024

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INTERIM FINANCING AGREEMENT, SERIES E

THIS INTERIM FINANCING AGREEMENT, SERIES E (the “Series E Agreement”), is entered this _____ day of December, 2024 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); and CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); individually, a “Party,” and collectively, the “Parties.” This Series E Agreement addresses the local cost share funding agreement for further design of the Eastern North Dakota Area Water Supply (“ENDAWS”).

WHEREAS, the State of North Dakota, acting through the legislature, created Garrison Diversion in order to, among other things, construct, own and operate the Garrison Diversion Unit (the “GDU”) of the Missouri River basin project, and to develop municipal, rural and industrial water supplies, irrigation and recreation. The legislature also authorized Garrison Diversion to acquire, construct, improve and own the Red River Valley Water Supply Project (the “Project”) and sell a bulk water supply to end users; and

WHEREAS, the State of North Dakota, acting through the legislature, created LAWA to, among other things, acquire, construct, improve, own, and utilize the Project, to store and distribute water to eastern and central North Dakota, and to provide for the supply and distribution of water to the people of eastern and central North Dakota through the bulk purchase of water from Garrison Diversion for beneficial and public uses; and

WHEREAS, the State of North Dakota, acting through the legislature, authorized LAWA to enter one or more contracts to acquire bulk water from Garrison Diversion; and

WHEREAS, Garrison Diversion intends to finance, construct, own and operate the Project, and thereafter to sell to LAWA, and LAWA intends to purchase from Garrison Diversion all or a portion of the water derived therefrom as determined in accordance with a Project Participation and Water Supply Agreement (“PPA”, which is currently being negotiated), as well as this, prior and possibly more future interim financing agreements for design, planning, construction and operations before the PPA is entered into; and

WHEREAS, Garrison Diversion and LAWA agree to have Garrison Diversion finance, construct, own and operate a water supply and distribution system that will ultimately convey water from the Missouri River and/or the GDU System to LAWA, with initial construction governed by the terms set forth herein; and

WHEREAS, the Parties have not completed negotiations of the PPA and are still identifying which entities will ultimately participate in the Project. Garrison Diversion, LAWA, Fargo, and Grand Forks enter this Series E Agreement subject to the Parties’ obligations in certain previous Project financing agreements, including the Cooperation Agreement dated May 8, 2020, Interim Financing Agreement Series A dated November 15, 2020, Interim Financing Agreement Series B dated November 15, 2020, Interim Financing Agreement Series C dated August 5, 2021 and Interim Financing Agreement Series D dated November 1, 2023. The Parties are also currently negotiating an Interim Financing Agreement Series D – Small Systems Amendment, which is expected to be executed by the Parties contemporaneously herewith, that addresses funding the final portion of the 2023-2025 Garrison

Diversion Work Plan. Through this Series E Agreement, the Parties wish to continue with design of the ENDAWS component of the Project (“ENDAWS Project Costs,” see Exhibit A) despite not having final agreements in place on the PPA; and

WHEREAS, Fargo and Grand Forks herein agree to pay the entire local cost share of the ENDAWS Project Costs not otherwise covered by the State cost share, including any other non-reimbursable costs (collectively referred to as “Local Project Costs”). Fargo and Grand Forks’ respective financial obligation are prorated between them based upon each city’s water supply nomination and their resultant cost allocation percentages from the most recently adopted Tiered Cost Allocation Model. These payments are made by Fargo and Grand Forks on behalf of LAWA. Their respective payment obligations for the ENDAWS Project Costs are identified herein on Exhibit B, subject to reimbursement from other Project participants through the PPA once all Project participants are identified and the PPA is signed.

WHEREAS, Garrison Diversion and LAWA entered into a Cooperation Agreement dated May 8, 2020, which governs their general relationship. The terms of the Cooperation Agreement are incorporated herein by reference as if the terms are stated herein, and they apply to Fargo and Grand Forks in the same manner they apply to LAWA. If the specific terms of this Series E Agreement are inconsistent with the Cooperation Agreement in any manner, the terms of this Series E Agreement govern; and

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, Garrison Diversion, LAWA, Fargo, and Grand Forks agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions: All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Series E Agreement and as defined in the Cooperation Agreement unless a different meaning clearly applies from the context.

“CFS” shall mean cubic feet per second.

“Cooperation Agreement” means an agreement entered into between Garrison Diversion and LAWA dated May 8, 2020, which governs their general relationship.

“Debt Obligation” means any loan, note, bond, credit facility or other security instrument issued by a party to this Series E Agreement to provide either temporary or permanent financing of the Project.

“ENDAWS” means the Eastern North Dakota Area Water Supply, which is a Federal component of the Project that runs from an intake on the McClusky Canal to the RRVWSP main transmission pipeline.

“Interim Financing Agreement Series A” means the Interim Financing Agreement, Series A, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“Interim Financing Agreement Series B” means the Interim Financing Agreement, Series B, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“Interim Financing Agreement Series C” means the Interim Financing Agreement, Series B, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated August 5, 2021.

“Interim Financing Agreement Series D” means the Interim Financing Agreement, Series E, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 3, 2024.

“Interim Financing Agreement Series E” or “Series E Agreement” shall mean this Agreement.

“Project” means the Red River Valley Water Supply Project.

Section 1.02 Interpretation The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Series E Agreement. Any and all exhibits to this Series E Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Series E Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Series E Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This Series E Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Series E Agreement or some provision of it or because that Party relies on a provision of this Series E Agreement to protect itself. The Parties acknowledge and agree that this Series E Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation, that each Party has been given the opportunity to independently review this Series E Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Series E Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Series E Agreement, this Series E Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. CONSTRUCTION CONTEMPLATED

Section 2.01 INTENT. Through this Series E Agreement, Garrison Diversion, subject to reimbursement from Fargo and Grand Forks, agrees to finance the local cost share to allow Garrison Diversion to continue the development of the ENDAWS design and planning. The budget for the

ENDAWS Project Costs is attached as Exhibit B, and the items to be financed through this Series E Agreement from ENDAWS Project Costs are identified in detail in Exhibit A.

Section 2.02 MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT. As indicated in the Cooperation Agreement, LAWA will work collaboratively with Garrison Diversion in the planning, construction, and operation and maintenance for the Project. Additionally, LAWA and LAWA Members will continue to negotiate the PPA with Garrison Diversion that addresses capital repayment and operation and maintenance agreements on the full Project, as well as a water supply component outlining the agreement and terms on which LAWA and/or its member entities will purchase a bulk water supply from Garrison Diversion. Regardless of which member entities participate in this Series E Agreement, LAWA will be the point of contact for the users and will represent all LAWA member entities in discussion. Garrison Diversion will apprise LAWA of any LAWA user meetings on the Project and offer LAWA an opportunity to participate in any such user meetings.

Section 2.03 PROJECT GENERALLY. As indicated in the Cooperation Agreement and unless otherwise agreed between the Parties, Garrison Diversion shall finance, design, build, construct, own, maintain, and operate the features contemplated by this Series E Agreement. Garrison Diversion, in cooperation with LAWA as identified herein, may choose to use any legally authorized project delivery method to design, construct, own, maintain, and/or operate the construction features, as agreed under the terms of this, past and future agreements.

Section 2.04 CONTRACT INPUT. As indicated in the Cooperation Agreement, Garrison Diversion will present all draft contracts and consultant task orders to LAWA for review and seek input from LAWA on the terms of the agreements and financial considerations. The provisions governing Garrison Diversion and LAWA engagement provided in the Cooperation Agreement apply to this Series E Agreement and are not restated herein, including those provisions governing contracts, task orders, consultant communication, and decision-making.

ARTICLE III. COST SHARE COMPONENTS

Section 3.01 COST SHARE FOR ENDAWS PROJECT COSTS. Up to \$4.5 million is available from Federal Municipal, Rural and Industrial Funding ("MR&I") and up to \$1.5 million is available from the Water Infrastructure Revolving Loan Fund ("WIRLF") for the ENDAWS Project Costs. The Parties plan to utilize these funds to continue designing the ENDAWS components of the Project. The available MR&I Funding will provide the seventy-five percent (75%) State cost share of eligible costs, with the 25% local cost share and any non-reimbursable costs paid by Garrison Diversion using the WIRLF loan proceeds, subject to reimbursement of loan payments by Fargo and Grand Forks on behalf of LAWA. Garrison Diversion will obtain LAWA's approval of task orders that will obligate local cost share payments under this Section. After obtaining LAWA's approval of task orders, Garrison Diversion will diligently pursue the work contemplated thereunder. Garrison Diversion will manage contracts and consultants. Garrison Diversion will initially pay all related ENDAWS Project Costs, subject to seventy five percent (75%) reimbursement from the State and twenty five percent (25%) paid for through the WIRLF loan proceeds, with loan payment reimbursement from Fargo and Grand Forks. Fargo and Grand Forks' payments will be included and offset upon execution of the PPA, which will true up and recalculate each Participant's share of the overall Project Costs. The Local Project Cost will consist of the local 25% cost share of reimbursable costs plus any non-reimbursable costs.

Section 3.02 INITIAL COST RESPONSIBILITY. This Series E Agreement solely addresses Fargo and Grand Forks' responsibility for their share of the initial costs associated with and limited to the specific categories identified in Exhibit A through the earlier of (1) the date the PPA is fully executed, or (2) the completion of the scope of work and so long as there are budgeted funds available to complete the approved budget items.

Section 3.03 GARRISON DIVERSION WILL OBTAIN LOAN FOR LOCAL PROJECT COST. As set forth herein, Garrison Diversion is responsible for initially financing the Local Project Costs and will do so by obtaining financing from the Bank of North Dakota (the "BND Loan"). The legislatively authorized repayment terms of the Bank of North Dakota financing will include a forty (40) year loan repayment term, two percent (2%) interest rate, a 2-year deferral period upon closing of the loan, and 3 year repayment of interest only in years 3 through 5 after the closing of the loan, and a period of shaped principal and interest in years 6-40 of loan repayment. The Parties understand and agree that Fargo and Grand Forks will repay their respective proportions of Garrison Diversion's cost of financing and debt service on the financing as part of their payment obligations to Garrison Diversion, details of which will be included in the BND loan package.

Section 3.04 PAYMENT BY FARGO AND GRAND FORKS. Fargo and Grand Forks will each reimburse Garrison Diversion for their respective proportion of Local Project Costs, subject to the maximums identified in Exhibit B, plus costs identified herein. Once the loan payment schedule is established in an Addendum that includes the loan package, Fargo and Grand Forks will be responsible for payment of their proportionate share of each loan payment as identified in Exhibit B, to be paid at least 10 days in advance of Garrison Diversion's loan payment due date. All payments made by Fargo and Grand Forks will be deemed to be made on behalf of LAWA and will meet Fargo and Grand Forks' contribution requirements for Local Project Costs on behalf of LAWA. Fargo and Grand Forks do not have the authority to seek reimbursement from the other LAWA member entities for the funds they pay pursuant to this Series E Agreement, but the payments will be used to offset their contribution obligations when the funding responsibilities are tried-up amongst all Project participants in the PPA.

Section 3.05 REFUNDING. Fargo and Grand Forks agree that the funds they pay pursuant to this Series E Agreement are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the infrastructure described in Exhibit A. If no construction contract is issued or if the Project is delayed indefinitely, as determined by Garrison Diversion and LAWA, Garrison Diversion will return any remaining unused funds remitted to Fargo and Grand Forks in proportion to the amounts each paid.

Section 3.06 PROJECT RISKS. The Parties acknowledge and agree that there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project. This includes, by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA, and/or the Garrison Diversion; (iv) environmental risks; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approvals, Federal permits, or additional Federal environmental review; (vii) the Federal Government's decision regarding any permitting or approvals required for the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; (ix) climate change and variability; and (x) political interference at the local, state, federal, or tribal level. That said, any increase in the identified budgeted costs would require approval of the LAWA Board and Garrison Diversion.

Section 3.07 ASSIGNMENT. This Series E Agreement (and any interest herein or hereunder) may not be assigned, transferred, pledged, hypothecated, or encumbered without the prior written consent of the other Parties.

ARTICLE IV. FINANCING AND INVOICING

Section 4.01 FINANCING ADMINISTRATION. Garrison Diversion will lead planning, design, construction, operation and maintenance of the items that are subject to this Series E Agreement. Garrison Diversion will advance funds for the initial work, subject to reimbursement from the State and LAWA through Fargo and Grand Forks. Fargo and Grand Forks will use whatever sources of funds available to them to make payments, with no expectation that they will issue Debt Obligations.

Section 4.02 SEPARATE PROJECT FUND. Garrison Diversion has a Project Fund for the financial administration of the Project. The Project Fund is a separate fund used by Garrison Diversion only to pay costs and expenses that, under accepted accounting practices, constitute costs necessarily incurred to construct the Project, including but not limited to land, easements, buildings, structures, administration costs, office space, vehicle costs, and all other costs related to Project implementation, along with machinery and equipment, and the cost of all architectural, engineering, legal and other professional services, printing and publication, and other costs reasonable, necessary, and incidental thereto, including issuance costs as it relates to the work contemplated under this Series E Agreement.

Section 4.03 INVOICES AND PAYMENT. Garrison Diversion will use the proceeds of a BND WIRLF loan to pay for labor, material, services, or other expenses relating to the work contemplated under this Series E Agreement, with bond payments made to Garrison Diversion upon the scheduled identified on the loan documentation that will be added as an Addendum to this Agreement. If the Parties jointly agree to issue any contracts prior to the loan actually being funded, any contractor payments due prior to loan funding will be paid by Fargo and Grand Forks, subject to later credit on loan payment obligations. If that happens, Garrison Diversion will submit timely invoices to Fargo and Grand Forks for reimbursement. Subject to any dispute by Fargo or Grand Forks, each will remit their respective percentage payment on an invoice for any undisputed balance within thirty (30) calendar days after receiving an invoice.

Section 4.04 DISPUTE. If Fargo or Grand Forks disputes any portion of a Garrison Diversion invoice, any undisputed portion of the invoice must be paid within thirty (30) days of the receipt of invoice. For any portion of an invoice in dispute, the disputing party must provide an explanation in writing regarding the specific basis of the dispute. Garrison Diversion will review the explanation and provide a written response within thirty (30) days of the receipt of the disputing party's explanation. If the Parties' staff members are unable to help the Parties reach consensus, representatives of each Party will follow the dispute resolution process outlined in the Cooperation Agreement.

ARTICLE V. TERMINATION AND STAY

Section 5.01 TERM. This Series E Agreement will be valid through June 30, 2027, or until the funds authorized and approved hereunder are spent on the identified construction expenses, whichever occurs later, provided that any and all payments due and owing by Fargo and Grand Forks at the time of termination of this Series E Agreement must be fully paid before Fargo or Grand Forks' responsibilities to make payments hereunder pursuant to the loan agreement will terminate.

Section 5.02 TERMINATION BY MUTUAL AGREEMENT. The Parties may mutually agree, in writing, to terminate this Series E Agreement. Any and all payments due and owing by Fargo and Grand Forks at the time of termination of this Series E Agreement must be fully paid before Fargo's and Grand Forks' responsibility to make payments hereunder will terminate.

Section 5.03 COST SHARE THRESHOLD. The Cost Share Threshold termination provision of the Cooperation Agreement does not apply to this Series E Agreement.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.01 ENTIRE AGREEMENT. This Series E Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Series E Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter of this Interim Financing Agreement Series E. This Series E Agreement incorporates all provisions of the Cooperation Agreement between LAWA and Garrison Diversion, as if all provisions were included herein unless a contrary provision is included herein.

Section 6.02 NOTICE. All notices under this Series E Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

If to Garrison Diversion:	General Manager Garrison Diversion Conservancy District Headquarters PO Box 140 Carrington, ND 58421
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If to LAWA:	LAWA Board Chair Lake Agassiz Water Authority PO Box 140 Carrington, ND 58421
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If to Fargo:	City Administrator Fargo City Hall 225 4 th St. N Fargo, ND 58102
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If to Grand Forks:	City Administrator Grand Forks City Hall 255 N 4 th St. Grand Forks, ND 58203
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Section 6.03 GOVERNING LAW. This Series E Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising

under the terms of this Series E Agreement shall be venued in Cass County in the State of North Dakota, and the Parties waive any objection to personal jurisdiction.

Section 6.04 SEVERABILITY. Each provision, section, sentence, clause, phrase, and word of this Series E Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Series E Agreement.

Section 6.05 MODIFICATIONS. Any modifications or amendments to this Series E Agreement must be in writing and signed by all Parties to this Series E Agreement.

Section 6.06 BINDING EFFECT. This Series E Agreement shall be for the benefit of and may be enforced only by the Parties and is not for the benefit of and may not be enforced by any third party.

Section 6.07 REPRESENTATION. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Series E Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

Section 6.08 HEADINGS. Headings in this Series E Agreement are for convenience only and will not be used to interpret or construe its provisions.

Section 6.09 REPRESENTATION OF AUTHORITY. Each Party signing this Series E Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Series E Agreement and that the Series E Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Section 6.10 FORCE MAJEURE. A Party shall not be held responsible for any delay or failure in performance of any part of this Series E Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected Party will notify the other Parties in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) days from the date the other Parties receive notice under this section, the non-affected Parties will have the right, without any liability to the other Parties, to terminate this Series E Agreement. Ongoing litigation and any construction injunction do not qualify as force majeure events. A force majeure event identified for the purposes of this Agreement will not impact the obligations of Fargo and Grand Forks to pay any loan obligations required to be paid by Garrison Diversion.

Section 6.11 COUNTERPARTS; ELECTRONIC SIGNATURES. This Series E Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, Garrison Diversion, LAWA, Fargo, and Grand Forks caused this Series E Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Garrison Diversion Conservancy District

The governing body of the Garrison Diversion Conservancy District approved this Series E Agreement on the _____ day of December, 2024.

GARRISON DIVERSION CONSERVANCY
DISTRICT, a governmental agency, body politic and
corporate

By: _____
Alan Walter, Chair

ATTEST:

Secretary

Signature Page for the Lake Agassiz Water Authority

The governing body of the Lake Agassiz Water Authority approved this Series E Agreement on the _____ day of _____, 2024.

LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate

By: _____
Dr. Timothy Mahoney, Chair

ATTEST:

Secretary

Signature Page for the City of Fargo

The governing body of the City of Fargo approved this Series E Agreement on the _____ day of _____, 2024.

City of Fargo, a governmental agency, body politic and corporate

By: _____
Dr. Timothy Mahoney, Mayor

ATTEST:

Secretary

Signature Page for the City of Grand Forks

The governing body of the City of Grand Forks approved this Series E Agreement on the _____ day of _____, 2024.

City of Grand Forks, a governmental agency, body politic and corporate

By: _____
Brandon Bochenski, Mayor

ATTEST:

Secretary

EXHIBIT A
ENDAWS BUDGET FEATURES

Project	Project Development Budget
Biota WTP Site Development, Mass Grading, and Tunnel Shaft/Wetwell Excavation Design	1,400,000
Biota WTP Piloting (6 months)	900,000
Biota WTP Supplemental Geotechnical Investigation	150,000
Electrical Service Extension Study (Central Power/HDR)	450,000
ENDAWS TM Contract 2 Design and Bidding Assistance	3,100,000

TOTAL: \$6,000,000

EXHIBIT B
Local ENDAWS Project Cost Distribution

MR&I approved funding: \$6 million

Local Cost Share Required: \$1.5 million

ENDAWS Project Costs		
\$6,000,000		
Local Cost Share – 25%		
<i>City</i>	<i>Percentage</i>	<i>Local Cost Share</i>
Fargo	78.75%	\$1,181,250
Grand Forks	21.25%	\$318,750
Total	100.00%	\$1,500,000

**ADDENDUM NO. 1
FINAL LOAN PACKAGE**

[To be added upon execution of loan package]



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

524

January 15, 2025

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

Subject: Drinking Water State Revolving Fund Loan Resolution and Agreement – Lead Service Line Replacement

Dear Commissioners :

The Water Utility is seeking approval of the attached Drinking Water State Revolving Fund (DWSRF) Loan Resolution and Loan Agreement for Lead Service Line Replacement (LSLR). The State of North Dakota Industrial Commission has already approved this loan (see attached). This loan amount is for \$35,000,000 for the project but will have 66.5% loan forgiveness or \$23,282,308 in (grant) funding applied. The grant funding will be passed on to customers for LSLR beginning in 2025. After program development over this winter, details about LSLR and grant funding will be released to the public.

Infrastructure Sales Tax (Fund 450) and Rate Revenue (Fund 501) is allowed for debt payments under the agreement. The loan terms include an excellent interest rate of 0.5 percent with no administrative charges. This loan is included in the Water Utility Financial Model with the LSLR project included in the Capital Improvement Plan for many years. If funding is fully utilized, the water utility will pay back approximately \$11,717,692 over 30 years.

Dorsey & Whitney LLP, our bond counsel, drafted the proposed DWSRF loan documents which were reviewed by the North Dakota Public Finance Authority. The following are loan documents are attached to this agenda item:

- Loan Resolution
- Loan Agreement

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

RECOMMENDED MOTION: Approve Drinking Water State Revolving Fund Loan Resolution and Loan Agreement for the Lead Service Line Replacement, Project WA2403.

CITY OF FARGO, STATE OF NORTH DAKOTA

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$35,000,000
CITY OF FARGO TAXABLE SALES TAX AND WATER REVENUE BOND

RECITATIONS

The City of Fargo, North Dakota (the “City”), hereby recites that by resolution of its governing body the City has:

1. Found and determined that it is necessary for the City to plan, design and construct improvements to the water system, including the replacement of lead service lines (the “Project”).
2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Project and an estimate of the probable cost of the Project.
3. After receiving and approving the engineer’s report, directed the engineer to prepare detailed plans and specifications for construction of the Project.
4. Approved the engineer’s detailed plans and specifications for construction of the Project and caused a copy of such plans and specifications to be filed in the office of the City Auditor.
5. By publication, advertised for bids for construction of the Project.
6. Opened and made public the bids, entered them in the minutes of the meeting of the governing body at which they were considered and caused them to be kept by the City Auditor.
7. After requiring the engineer to make a careful and detailed statement of the estimated cost of the Project, awarded the contract to the lowest responsible bidder and approved the contractor’s performance bond.
8. Applied to the North Dakota Department of Environmental Quality (the “Department”) and the North Dakota Public Finance Authority (the “Public Finance Authority”) for financial assistance to finance costs of the Project, which application has been approved.
9. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of revenue bonds and required by the Home Rule Charter and ordinances of the City of Fargo for the purpose of providing money to pay for the cost of the Project in the manner required of the City by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.
10. Enacted City Code Article 3-20, dedicating the revenues raised and collected pursuant to the sales and use tax (the “Sales Tax”) imposed and collected pursuant to said article to infrastructure capital improvements, including water supply and treatment needs

including construction or expansion of water treatment facilities, all of which is set forth in Article 3(S) of the Home Rule Charter, as implemented by Article 3-20 of the Fargo Municipal Code.

RESOLUTION

Be it resolved by the governing body of the City:

SECTION 1. Authorization and Sale.

1.01. Ratification of Prior Acts. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the construction and financing and refinancing of the Project, whether or not reflected in the official minutes and records of the City, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the City which are in any way inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

1.02. Authorization. It is hereby found and determined to be necessary for the City to issue \$35,000,000 in principal amount of its CITY OF FARGO WATER AND SALES TAX REVENUE BOND (the “Municipal Securities”), pursuant to N.D.C.C. ch. 40-35, Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Code, as amended, upon the terms as set forth in this Resolution for the purpose of constructing the Project and paying related costs of issuance.

1.03. Offer and Acceptance. The governing body of the City, in response to its application for financial assistance from the Department and the Public Finance Authority, has received an offer from the Public Finance Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Municipal Securities at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in a Loan Agreement to be entered into between the City and the Public Finance Authority (the “Loan Agreement”). It is hereby found and determined that the offer of the Public Finance Authority to purchase the Municipal Securities is reasonable and advantageous to the City and is hereby accepted, and the Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the “Authorized Officers”), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Public Finance Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

SECTION 2. Term of Bonds.

2.01. Form. The Municipal Securities issued under this Resolution shall be designated CITY OF FARGO TAXABLE SALES TAX AND WATER REVENUE BOND, and shall be issued to the Public Finance Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.

2.02. Terms. The City authorizes the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$35,000,000, dated the date of issuance and delivery to the Public Finance Authority.

The Municipal Securities shall bear interest commencing on the date of delivery thereof at the rate of 0.00% per year (plus an administrative fee as set out in the Loan Agreement), with principal payable in installments on September 1 of each of the years and in accordance with “Attachment A” attached to Exhibit A to this Resolution, subject however to the final amortization schedule to be attached to the Municipal Securities upon the final loan advance or upon any forgiveness thereof in accordance with Section 2.02 of the Loan Agreement. Interest shall be payable semiannually on each March 1 and September 1 commencing March 1, 2025 (or, if the Municipal Securities have not been delivered by such date, the first March 1 or September 1 thereafter). Interest will be payable only on funds actually advanced to the City by the Public Finance Authority as a draw on the Municipal Securities. The schedule below and attached to the Municipal Securities will be revised to reflect the actual principal amount loaned to the City at the completion of the Project and any loan forgiveness provided.

2.03. Payment to Registered Holders. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the registration books of the registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the registrar.

2.04. Registration. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the North Dakota Public Finance Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the “Bank”), or such other place as may be designated by the Public Finance Authority in writing, delivered to the Registrar. The Bank shall act as Registrar and as such shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.

2.05. Transfer and Exchange. The Municipal Securities are transferable upon the books of the City at the principal office of the Bank of North Dakota, as bond registrar, or a successor bond registrar appointed by the Bank of North Dakota (the “Bond Registrar”), by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Municipal Securities of other authorized denominations. Upon such transfer or exchange, the City will cause new Municipal Securities to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Municipal Securities shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Municipal Securities.

2.06. Registered Owner Deemed Owner. The City, the Bond Registrar and the paying agent may deem and treat the person in whose name any Municipal Securities are registered as the absolute owner thereof, whether the Municipal Securities are overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City, the Bond Registrar nor the

paying agent shall be affected by any notice to the contrary. The City shall pay the fees and expenses of the Bond Registrar and the paying agent.

2.07. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of the City Auditor and when so prepared shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Auditor and shall be authenticated by the manual signature of the Registrar. When the Municipal Securities have been so executed and authenticated, they shall be delivered by the City to the Public Finance Authority.

2.08. Redemption. The Municipal Securities shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Public Finance Authority, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

2.09. Authorization of Related Documents. The Mayor, City Auditor, and other authorized officers of the City are hereby authorized to execute such additional agreements, certificates, and documents required or appropriate in connection with the issuance of the Municipal Securities and the transactions contemplated by the issuance thereof.

2.10. Draws of Municipal Security Proceeds. The proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the City to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority for approval and funding.

SECTION 3. Source of Payment. The City hereby dedicates and pledges the Net Revenues (as defined in Section 4.02 hereof) of the City's water treatment facility (the "Water Utility") and the Sales Tax (together the "Pledged Revenues") to the payment of the principal of and interest on the Municipal Securities on a parity basis with bonds previously issued or to be issued and secured by a pledge of the Pledged Revenues and permitted herein. The City has previously issued its Sales Tax Revenue Bonds, Series 2008B; Sales Tax Revenue Bonds, Series 2008D; Amended and Restated Sales Tax Revenue Bonds, Series 2013B; Water Revenue Bond, Series 2018C, Taxable Sales Tax and Water Revenue Bonds, Series 2023E and Sales Tax and Water Revenue Bonds, Series 2024I (the "Outstanding Bonds"; together with the Municipal Securities and any other obligations secured by the Pledged Revenues and on a parity therewith, the "Bonds").

The Pledged Revenues are to be deposited in the funds set forth in Section 4 hereof.

SECTION 4. Funds.

4.01. Water Utility Fund. The City has created, and will maintain, a WATER UTILITY FUND (the "Water Utility Fund"). The City shall credit and pay to the Water Utility Fund, as received, the entire gross revenues derived from the operation of the City's Water Utility, including any future additions thereto and betterments thereof, including all income and receipts derived from rates, fees and charges for services, facilities, products and by-products of the Water Utility furnished or sold to the City and its inhabitants and all other customers, and for the availability

thereof, and from sale of any of the properties of the Water Utility not necessary to be retained, and from the investment of any of the money so collected. On the books and records of the Water Utility Fund there shall be established and maintained the following funds as a part of the Water Utility Fund. Amounts on deposit in the Water Utility Fund from time to time shall be apportioned among said funds at least once in each calendar month and shall thereafter be held and administered and disbursed from the several funds established in this section.

4.02. Operation and Maintenance Fund. The City has created, and will maintain, an OPERATION AND MAINTENANCE FUND (the "Operation and Maintenance Fund"). Upon each such monthly apportionment, as a first lien and charge on the gross revenue, the City shall transfer to the Operation and Maintenance Fund from amounts on deposit in the Water Utility Fund such sum as shall be needed, over and above any credit balance held therein, to pay all claims then due and allowed which by accepted accounting practices constitute normal, reasonable and current expenses of operation and maintenance of the utility, and to pay such expenses estimated to accrue for a period of one month, and to maintain a reasonable reserve for contingencies. Monies in the Operation and Maintenance Fund shall be used only to pay expenses of the foregoing type and not for major repairs, replacements, or capital improvements which are properly chargeable to replacement and depreciation reserves or surplus funds. All revenues in excess of such amount deposited to the Operation and Maintenance Fund shall be the Net Revenues (the "Net Revenues") of the Water Utility.

4.03. Sales Tax and Water Revenue Bond Fund. The City has created, and will maintain, a SALES TAX AND WATER REVENUE BOND FUND (the "Bond Fund"). Upon each such monthly apportionment, out of the Pledged Revenues on hand at the time of each such distribution, an amount equal to not less than one-sixth (1/6) of the amount necessary to pay interest which becomes due on the next interest payment dates for the Bonds and an amount equal to not less than one-twelfth (1/12) of the sum of principal payments to become due on the next principal payment dates for the Bonds. These amounts may be reduced by an amount equal to the interest earnings on the Bond Fund credited to the Bond Fund subsequent to the last monthly apportionment. If Pledged Revenues on hand at any time are insufficient to permit the transfer to the Bond Fund of the full amount so required, such deficiencies shall be restored out of the next Pledged Revenues thereafter received. There shall also be credited to said fund the accrued interest, if any, paid on each subsequent issue of additional Bonds, if any. The money in said fund shall be solely for the purposes of paying principal of, and premium, if any, and interest on Bonds, as such principal, premium and interest respectively come due. Subordinate Bonds (hereinafter defined) shall not be payable from the Bond Fund.

In the event Pledged Revenues on deposit in the Bond Fund and amounts on deposit in the Surplus Fund available for transfer to the Bond Fund are insufficient to pay the principal of, and premium, if any, and interest on the Bonds then due, such Pledged Revenues and the transfers from the Surplus Fund shall be apportioned among each series of Bonds in proportion to the amount of principal, premium, if any, and interest then payable on the Bonds of each series. Transfers from any SRF Reserve Fund, including the Reserve Account established hereunder, shall be applied only to principal, premium, if any, and interest payable on the related series of SRF Bonds.

4.04. Surplus Fund. All surplus Net Revenues from time to time received in excess of the current requirements of the Bond Fund and any SRF Reserve Fund shall be credited on the

books of the City to the Surplus Fund of the Water Utility Fund, provided that City reserves the right to create additional funds within said fund for the purpose of segregating any of such surplus Net Revenues which may be pledged and appropriated to the payment of any Subordinate Bonds hereafter issued to finance improvements, replacements, or repairs of the Water Utility, subject to the prior lien on the Net Revenues of the Bonds. Surplus Net Revenues on hand from time to time shall be available and shall be used to the full extent necessary to restore a deficiency in the Operation and Maintenance Fund, the Bond Fund, the Reserve Account and any other SRF Reserve Fund, but when not so needed may be used to pay for capital improvements, replacements, or repairs to the Water Utility, or to pay principal and interest on Subordinate Bonds hereafter issued for such purposes, or they may be used to redeem and pay prior to maturity Bonds (other than Subordinate Bonds) when and as such bonds become redeemable according to their terms, or purchase Bonds (other than Subordinate Bonds) in the secondary market when deemed advisable. The City shall maintain in the Surplus Fund such cash or investments as it shall from time to time determine to constitute an adequate reserve for operation or maintenance emergencies and for depreciation and contemplated improvement or replacement of the Water Utility. At the end of the City's fiscal year, if there are no deficiencies in the Operation and Maintenance Fund, the Bond Fund, or any SRF Reserve Fund and there is an adequate reserve for operation and maintenance emergencies and for depreciation, contemplated improvements and replacements of the Water Utility, the City may transfer monies in excess of such requirements to other funds of the City in accordance with and subject to the limitations contained in the ordinances of the City and the provisions of state law.

4.05. Reserve Account. A separate SRF Reserve Fund (the "Reserve Account") is established within the Water Utility Fund and shall be funded to the total amount of \$420,000, in five installments of \$84,000, payable on each September 1 beginning September 1, 2030, which may be reduced proportionately if the final loan amount is less than the approved loan amount of \$35,000,000. Moreover, the City shall receive a credit for funds already on deposit in the Reserve Account.

SECTION 5. Additional Net Revenues Parity Pledges.

5.01. Parity Bonds. The City reserves the further right of issuing additional municipal securities payable from the Sales Tax or Net Revenues on a parity as to both principal and interest with the Bonds, provided that the Pledged Revenues received during the last fiscal year prior to such issuance shall have been in an amount not less than one hundred ten percent (110%) of the average annual amount of principal and interest to become due during the remaining term of the then outstanding obligations payable from the Pledged Revenues. However, if rates and charges for the Water Utility have been increased since the beginning of the last fiscal year next preceding the issuance of such additional municipal securities, the Net Revenues received during such preceding fiscal year shall be deemed to be the amount which would have been received in the preceding fiscal year had the increased rates and charges been in effect throughout such preceding fiscal year. Also, for purposes of this test, the Net Revenues may be adjusted by including the additional Net Revenues, as determined by a competent feasibility or rate study, to be realized from the area to be served by the improvements to be constructed with such additional municipal securities, provided that the interest on the additional municipal securities is funded until the date of completion of the improvements to be constructed with the proceeds of the additional municipal securities or other available funds.

5.02. Subordinate Lien Bonds. Except as authorized in Section 5.01 and this 5.02, the City will issue no additional bonds or other obligations of any kind payable from or constituting a lien upon the Pledged Revenues, unless the lien thereof is expressly made junior and subordinate to the lien on the then outstanding Bonds issued hereunder (“Subordinate Bonds”), and such additional bonds or obligations shall not be payable from the Bond Fund or any SRF Reserve Fund but may be payable from funds permitted to be transferred from the Surplus Fund to other funds of the City pursuant to Section 4 of this Resolution.

SECTION 6. Water Utility Covenants.

6.01. Rate Covenant. The City will establish, impose and collect rates and charges for the services, facilities, products, and by-products of the Water Utility, according to a schedule projected to generate Net Revenues in each fiscal year at least equal to, together with other revenues expected to be available therefor including the Sales Tax, 110% of the actual annual debt service on all Bonds outstanding, and to pay all amounts owed to any insurer of the Bonds outstanding. If the actual Net Revenues, together with other revenues expected to be available therefor including the Sales Tax, fail to meet this level, the City shall promptly increase its rates and charges to a level so that Net Revenues are projected to meet the required level. Annual debt service shall be determined for each fiscal year on the basis of a bond year ending on the January 1 immediately following the end of each fiscal year.

6.02. Covenant to Maintain Water Utility. The City will continue to own, operate and maintain the Water Utility, and will not sell or otherwise dispose of any properties thereof; provided, that any properties of the Water Utility not essential to continued operation of the Water Utility in satisfaction of other covenants herein prescribed may be sold or otherwise disposed of at their market value, and the proceeds thereof used to purchase other property required for the Water Utility or to pay principal and interest on obligations issued with respect to the Water Utility. The City will continue to maintain the Water Utility in good and efficient operating condition, supplying water service and facilities to the City and its inhabitants, and will not authorize or enfranchise the establishment of any other utility for such purpose.

6.03. General. The City covenants and agrees with the Holders from time to time of all the Municipal Securities that until all the Municipal Securities are fully discharged as provided in this Resolution, it will continue to hold, maintain and operate the Water Utility as a public convenience, free from all liens thereon or on the income therefrom, and will maintain, expend and account for its Water Utility Fund and the several funds therein as provided in Section 4, and will not issue bonds, notes or other indebtedness secured by or payable from the income or revenues of the Water Utility except upon the conditions and in the manner prescribed in Section 5, and will perform and cause all officers and employees of the City to perform and enforce each and all of the additional covenants and agreements set forth in this Section 6. The City further covenants to cause the Water Utility to be properly maintained and no free service shall be provided to any person or corporation.

6.04. Competing Service. The City will not establish or enfranchise any other facilities in competition with the facilities of the Water Utility.

6.05. Property Insurance. The City will cause all buildings, properties, fixtures and equipment constituting a part of the Water Utility to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of North Dakota, in such amounts as are ordinarily carried, and against loss or damage by such hazards and risks as are ordinarily insured against, by public bodies owning and operating properties of a similar character and size; provided that if at any time the City is unable to obtain insurance, it will obtain insurance in such amounts and against risks as are reasonably obtainable. The proceeds of all such insurance shall be available for the repair, replacement or reconstruction of damaged or destroyed property, and until paid out in making good such loss or damage, are pledged as security for the outstanding Bonds. All insurance proceeds received in excess of the amount required for restoration of the loss or damage compensated thereby shall be and become part of the revenues appropriated to the Water Utility Fund. If for any reason insurance proceeds are insufficient for the repair, replacement and reconstruction of the insured property, the City shall supply the deficiency from revenues on hand in the Surplus Fund.

6.06. Liability Insurance and Surety Bonds. The City will carry insurance against liability of the City and its employees for damage to persons and property resulting from the operation of the Water Utility in such amounts as the City determines from time to time to be necessary or advisable by reason of the character and extent of such operation. It will also cause all persons handling money and other assets of the Water Utility Fund to be adequately bonded for the faithful performance of their duties and to account for and pay over such money to the City. All amounts received under such insurance and bonds shall be applied to the payment of the loss or damage covered thereby. The premiums for all insurance and bonds required by this Section 6.06 and Section 6.05 constitute part of the operating expenses of the Water Utility, but no insurance liabilities of the City in excess of amounts received under such insurance and bonds shall constitute a lien or charge on revenues or any other assets herein or otherwise pledged to the Water Utility Fund.

6.07. Cost of Insurance and Accounting. The insurance and fidelity bond premiums and the cost of the bookkeeping and audits herein provided for and of the billings and collection of the gross revenues shall be payable from the Operation and Maintenance Fund.

6.08. General Covenants. The City hereby covenants and agrees with the owners of all outstanding Municipal Securities as follows:

- a. That it will, to the extent the Pledged Revenues are sufficient, promptly cause the principal and interest on all Municipal Securities to be paid as they become due.
- b. That it will maintain complete books and records relating to the operation of the Water Utility, the Bond Fund, Reserve Account, Operation and Maintenance Fund, and Surplus Fund, in accordance with generally accepted accounting principles, and will cause such books and records to be audited annually at the end of each fiscal year, and an audit report prepared and made available for inspection of owners of the Municipal Securities.
- c. That it will not issue bonds or other obligations having a claim superior to the claim of the Municipal Securities upon the Pledged Revenues.

- d. That it will promptly deposit into the Bond Fund all sums required to be so deposited.
- e. That it will operate the Water Utility in a sound, efficient and economic manner.

SECTION 7. Miscellaneous.

7.01. Limited Obligations. The Municipal Securities issued hereunder shall not constitute a charge, lien or encumbrance upon any property of the City, and no holder or holders thereof shall ever have the right to compel any exercise of the taxing power of the City to pay the principal and interest on the Municipal Securities. The principal and interest of the Municipal Securities shall not be a general obligation of the City but are payable solely from the Pledged Revenues as set forth in this resolution.

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Adopted January 21, 2025.

CITY OF FARGO

By: _____
Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

FORM OF MUNICIPAL SECURITY

UNITED STATES OF AMERICA
 STATE OF NORTH DAKOTA
 COUNTY OF CASS

CITY OF FARGO

TAXABLE SALES TAX AND WATER REVENUE BOND, SERIES 2025[]

No. R-1 \$35,000,000

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
0.00%	September 1, 2059	[], 2025	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: THIRTY FIVE MILLION DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, North Dakota (the "City"), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota, for value received, hereby promises to pay solely from the sources set forth herein to the Registered Owner specified above, or registered assigns, the Principal Amount (set forth above), or such lesser amount actually disbursed to the City, on or before the Maturity Date (set forth above). Interest shall accrue from the Date of Original Issuance at the annual rate of zero percent (0/00%) and shall be payable semiannually on March 1 and September 1, commencing [March 1, 2025]. The Principal Amount of this Municipal Security is subject to mandatory redemption on the dates and in the amounts set forth in Attachment A to this Municipal Security, which Attachment A shall be revised in accordance with Section 2.02 of the Loan Agreement in the event funds are advanced to the City less than as originally set forth in the Loan Agreement. The City hereby promises to pay the Administrative Fee, as defined in the Loan Agreement (being one half of one percent (0.50%) per annum on the outstanding principal amount of the Municipal Security), payable semi-annually on each March 1 and September 1. All payments due with respect to this Municipal Security are payable in lawful money of the United States of America at the main office of the Bank of North Dakota, in Bismarck, North Dakota, as paying agent and Registrar under the Resolution hereinafter described or of its successor as such. Interest shall be paid by check or draft mailed to the Registered Owner at the Owner's address set forth on the registration books or by wire or other electronic funds transfer.

This Municipal Security is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including N.D.C.C. ch. 40-35, Article 3(S) of the Home Ruler Charter and Article 3-20 of the Fargo Municipal Code, as amended (the "Act"), and pursuant to a Resolution (the "Resolution") and a Loan Agreement (the "Loan Agreement") adopted and entered into by the City. Reference is hereby made to the Resolution and the Loan Agreement for

a description of the Funds and Accounts pledged to the payment of the Municipal Security and the rights of the Registered Owner of the Municipal Security. The principal and interest payments for this Municipal Security and the Administrative Fee payable hereunder are not general obligations of the City, but are payable solely from Pledged Revenues, including Sales Tax and Net Revenues received by the City from the operation of the water treatment facility of the City of Fargo, and from any future additions thereto and betterments thereof.

This Municipal Security is transferable, as provided in the Resolution and the Loan Agreement, only upon books of the City kept by the Bank of North Dakota, as bond registrar, by the Registered Owner hereof in person or by the Owner's duly authorized attorney, or it may be surrendered in exchange for a new Municipal Security of the same aggregate principal amount, maturity and interest rate, as provided in the Resolution.

This Municipal Security shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Registered Owner, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

It is further certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of North Dakota to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Municipal Security have been performed in due time, form and manner as required by law; and that the issuance of the Municipal Security is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Municipal Securities to be executed in its name by the manual or facsimile signatures of its Mayor and of its City Auditor, all as of the Date of Original Issue set forth above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Dr. Timothy J. Mahoney
Mayor

ATTEST:

Steven Sprague City
Auditor

CERTIFICATE OF AUTHENTICATION

This Municipal Security is one of the Municipal Securities described in and issued under the provisions of the within-mentioned Resolution.

BANK OF NORTH DAKOTA

By: _____
Authorized Representative

ASSIGNMENT

For Value received the undersigned hereby sells, assigns and transfers unto _____ the within-mentioned Municipal Security and hereby irrevocably constitutes and appoints _____ attorney-in-fact, to transfer the same on the books of registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Social Security or other identifying number of Assignee

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Municipal Security in every particular, without alteration or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

ATTACHMENT A

[insert initial amortization schedule]

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on January 21, 2025, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this 21st day of January, 2025.

City Auditor

**NORTH DAKOTA
STATE REVOLVING FUND PROGRAM**

LOAN AGREEMENT

**NORTH DAKOTA PUBLIC FINANCE AUTHORITY
(Lender)**

and

**CITY OF FARGO, NORTH DAKOTA
(Municipality)**

(To be completed by Public Finance Authority)

Dated Date of Loan Agreement: [_____], 2025

SRF Program (circle one): **Clean Water SRF**
Drinking Water SRF

State Act (circle one): **N.D.C.C. ch. 61-28.2 (Clean Water)**
N.D.C.C. ch. 61-28.1 (Drinking Water)

Summary Description of Project: **lead service line replacements**

Approved Loan Amount: **\$35,000,000**

Construction period: **May, 2025-October, 2031**

Form of municipal securities: **Taxable Sales Tax and Water Revenue Bond, Series
2025[]**

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EXHIBIT A: Description of Project

EXHIBIT B: Municipal Securities Payment Schedule

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Lobbying and Litigation

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of [____], 2025, by and between the NORTH DAKOTA PUBLIC FINANCE AUTHORITY (the “Authority”), an agency and instrumentality of the State of North Dakota (the “State”), and the CITY OF FARGO, NORTH DAKOTA (the “Municipality”), a political subdivision of the State.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Administrative Fee” means an annual fee of 1/2 of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Authority may approve from time to time.

“Authority Act” means N.D.C.C. ch. 6-09.4.

“Authority Bonds” or “Bonds” mean bonds of the Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable the Department, through the Authority, to draw EPA capitalization grant funds for deposit in the SRF.

“Costs” means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Authority.

“Department” means the North Dakota Department of Health.

“EPA” means the United States Environmental Protection Agency.

“Event of Default” means any occurrence or event specified in Section 5.01 of this Loan Agreement.

“Financial Obligation” means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or derivative instrument. Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board (MSRB) consistent with the Rule.

“General Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Loan” means the loan evidenced by the Municipal Securities, made by the Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project.

“Loan Agreement” means this Loan Agreement, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Closing” means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.05 and shall be eligible to receive the Loan.

“Loan Commitment” means the offer by the Department to provide financial assistance to the Municipality from the SRF, subject to approval by the Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a “binding commitment” within the meaning of that term in the SRF Act.

“Municipal Bond Resolution” means the resolution(s) or ordinance(s) of the governing body of the Municipality authorizing the issuance of the Municipal Securities.

“Municipality” means the borrower under this Loan Agreement, which must be a “political subdivision,” as defined in section 6-09.4-03(5) of the Authority Act.

“Municipal Securities” means municipal securities, as such term is defined in the Authority Act, executed and delivered by the Municipality to the Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

“Net Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Pledged Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Project” means the improvement or undertaking of the Municipality described in Exhibit A attached hereto, all or a portion of the Costs of which are financed or refinanced by the Authority from the SRF through the making of the Loan under this Loan Agreement.

“Sales Tax” has the meaning assigned in the Municipal Bond Resolution.

“SRF” means the revolving loan fund(s) created by the State Act.

“SRF Act” means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

“State Act” means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

“System Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Trustee” means the Trustee appointed by the Authority pursuant to the State Revolving Fund Program Master Trust Indenture or Indentures and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

“Utility” means the Municipality’s water utility and treatment and distribution system, including any improvements, betterments, additions, renewals and replacements thereto.

Section 1.02. Additional Terms. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

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ARTICLE II

LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

Section 2.01. The Loan. The Authority hereby agrees to loan and disburse to the Municipality, and the Municipality agrees to borrow and accept from the Authority, the Loan in the principal amount of the Municipal Securities in the amount not to exceed the Loan Commitment, plus accrued interest, if any; provided that the Public Finance Authority shall be under no obligation to make the Loan if the Municipality does not deliver the documents listed in Section 2.06 to the Public Finance Authority on the Loan Closing in forms acceptable to the Public Finance Authority and its counsel or if an Event of Default under this Loan Agreement has occurred and is continuing. The Municipality shall use the proceeds of the Loan to pay the Costs of the Project in accordance with the Municipal Bond Resolution and this Loan Agreement.

Section 2.02. Disbursement of Loan Proceeds. The Authority will disburse the Loan upon (a) execution and delivery by the Municipality of this Loan Agreement and the documents described in Section 2.06, (b) issuance and delivery by the Municipality of the Municipal Securities to the Authority, and (c) submission to and approval by the Department and the Authority of Requisitions for Payment in the form approved by the Department.

Section 2.03. Draws of Municipal Securities Proceeds. The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and the issuance of the Municipal Securities. Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Authority and the Trustee for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement, and shall also be adjusted upon any loan forgiveness provided by the Public Finance Authority.

Interest and the Administrative Fee shall accrue on the outstanding amount of the Loan advanced by the Authority from the date of first advance.

Section 2.04. Unconditional Obligations. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Authority from the SRF.

Section 2.05. Disclaimer of Warranties. The Municipality acknowledges and agrees that (i) neither the Authority nor the Department has made or makes any warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising

out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.

Section 2.06. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Authority in a form acceptable to the Authority and its counsel:

- (a) Executed counterparts of this Loan Agreement.
- (b) An executed lobbying and litigation certificate covering certain restrictions pertaining to the use of grant or loan funds awarded in connection with the Loan.
- (c) Copies of the form of Municipal Securities and the Municipal Bond Resolution adopted January [], 2025 by the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.
- (d) An arbitrage certificate and a closing certificate covering such matters as may be agreed upon by the Municipality and the Authority.
- (e) An opinion or opinions of the Municipality's counsel which may be given by one or more counsel, covering such matters concerning the validity and tax status of the Municipal Securities as may be agreed upon by the Municipality and the Authority.
- (f) An additional bond certificate (or parity bond certificate) in a form satisfactory to the Authority certifying Pledged Revenues received by the Municipality during the most recent fiscal year-end were more than 1.10 times the average annual amount of principal and interest to become due each year on all outstanding municipal securities payable from the Pledged Revenues, including the Municipal Securities, during the remaining term of the outstanding municipal securities.
- (g) Such other certificates, documents, opinions and information as the Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Authority prior to the Loan Closing for review and approval.

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ARTICLE III

COVENANTS AND REPRESENTATIONS

Section 3.01. Covenants and Representations of Municipality.

(a) Performance Under Loan Agreement. The Municipality covenants and agrees (i) to maintain the Project and Utility in good repair and operating condition and (ii) to cooperate with the Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Authority under this Loan Agreement.

(b) Completion of Project and Provision of Moneys Therefor. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.

(c) Disposition of Project. The Municipality covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the Utility or any other system which provides revenues for upkeep and maintenance of the Project except on ninety (90) days prior written notice to the Authority and, in any event, shall not sell, lease, abandon or otherwise dispose of the Project or Utility unless the following conditions are met: (i) the Municipality, with the approval of the Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project which must be a political subdivision as defined in the Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon or (C) any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization or EPA Bipartisan Infrastructure Law Emerging Contaminants grant received by the Authority or the State through the Department, provided, however, that the Authority reserves the right to waive any one or more of the above requirements, while concurrently requiring others, if in its sole opinion it has received adequate assurances from the Municipality or otherwise deems it reasonable.

(d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent wastewater or drinking water treatment utility practice, as the case may be, (i) at all times operate the Utility, including the Project and the properties associated with and operated in conjunction with the Project and any business in connection therewith in an efficient manner, (ii) maintain the Utility and the Project in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs,

renewals, replacements, additions, betterments and improvements with respect to the Utility so that at all times the enterprise or business carried on in connection therewith shall be properly and advantageously conducted; provided that this covenant shall not be construed as requiring the Municipality to expend any funds which are derived from sources other than the operation of the Utility or other receipts of such Utility which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

(e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement.

(f) Records; Accounts. (i) The Municipality shall keep accurate records and accounts for the Utility, including the project (the "System Records") separate from its other records and accounts (the "General Records"). The System Records will be maintained in accordance with generally accepted government accounting principles and generally accepted government auditing standards and, in accordance with state law, will be audited annually or biennially, or as otherwise required by law, by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. The System Records and General Records will be made available for inspection by the Authority and the Department at any reasonable time. A copy of the Municipality's independent annual or biennial audit, or annual report, as otherwise required by law, including all written comments and recommendations of the auditor, will be furnished to the Authority within 150 days of the close of the fiscal year or years being audited. The Municipality agrees that its financial reports for the year or years which it receives draws under this Agreement shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Circular A-133. A copy of the annual financial statement shall be submitted to the Authority on or before February first each year.

(ii) Inspections; Information. The Municipality will permit the Authority, the Department, and the Trustee, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property constituting the Project and the Utility generally, and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and will supply such reports and information as the Authority, the Department and the Trustee may reasonably require in connection therewith.

(g) Insurance. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs covering risk of direct physical loss, damage or destruction of the Project, at least to the extent of similar insurance usually carried by utilities constructing, operating and maintaining, works of the nature of the Project, including liability coverage, but in no case less than will satisfy all applicable regulatory requirements. The Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.

(h) Costs of Project. The Municipality certifies that the Costs of the Project provided to the Authority are a reasonable and accurate estimation, and upon direction of the Authority will provide a certificate from its engineer stating that such Costs are a reasonable and accurate estimation.

(i) Continuing Disclosure.

(i) So long as the Municipality shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Public Finance Authority any such information it requires in order to comply with the provisions of the Rule, including audited financial statements, and operating data with respect to the Municipality at such time and in such forms as the Public Finance Authority shall reasonably request. The Municipality consents to the inclusion of such information in the Public Finance Authority's official statement(s) used in connection with the issuance and sale or the re-marketing of its bonds or continuing disclosure with respect to its bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of the bonds were or will be loaned to the Municipality.

(ii) The Municipality shall provide notice to the North Dakota Public Finance Authority of the occurrence of any of the following events with respect to the Municipal Securities in a timely manner not in excess of ten business days after the occurrence of the event:

- (A) Principal and interest payment delinquencies;
- (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (C) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (D) Substitution of credit or liquidity providers, if any, or their failure to perform;
- (E) Adverse tax opinions or the issuance by the Internal revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
- (F) Tender offers;
- (G) Defeasances;
- (H) Rating changes;
- (I) Bankruptcy, insolvency, receivership or similar event of the Municipality; or

(J) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(iii) The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Municipal Securities, if material, in a timely manner not in excess of ten business days after the occurrence of the event:

(A) Non-payment related defaults;

(B) Unless described in (ii)(E) above, other notices or determinations by the IRS with respect to the tax-exempt status of the Municipal Securities, or other events affecting the tax-exempt status of the Municipal Securities;

(C) Modifications to rights of holders of the Municipal Securities;

(D) Bond Calls;

(E) Release, substitution or sale of property securing repayment of the Municipal Securities;

(F) The consummation of a merger, consolidation or acquisition involving the Municipality or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(G) Appointment of a successor or additional trustee or the change of name of a trustee; or

(H) Incurrence of a Financial Obligation or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders.

(iv) For the purposes of the event identified in subsection (ii)(I), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

(v) Whenever the Municipality obtains knowledge of the occurrence of an event under subsection (iii), the Municipality shall as soon as possible determine if such

event would constitute material information for holders of Municipal Securities. The Municipality shall submit the information in the format prescribed by the Public Finance Authority.

(vi) The Municipality agrees that from time to time it will also provide notice to the Public Finance Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.

(vii) The Municipality will provide, in a timely manner, to the Public Finance Authority, notice of a failure to satisfy the requirements of this Section.

(viii) At the request of the Public Finance Authority, the Municipality will certify and represent that the information with respect to the Municipality in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Public Finance Authority require the Municipality to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Municipality determines that it is not able to make that certification and representation, it will provide to the Public Finance Authority the information for inclusion in the Disclosure Documents necessary for the Municipality to make the certification and representation.

(ix) If at any time during the period ending 90 days after the date the Municipality provides information to the Public Finance Authority for inclusion in a Disclosure Document any event occurs that the Municipality believes would cause the information with respect to the Municipality in the Disclosure Document to omit a material fact or make the statements therein misleading, the Municipality agrees to promptly notify the Public Finance Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Public Finance Authority, the Municipality will also provide the certification and representation required in (viii) above with respect to that information.

(j) No Free Service. The Municipality will not furnish or supply, or cause to be furnished or supplied, any use, output, capacity or service of the Utility free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.

(k) Commencement of Construction. The Municipality shall initiate construction of the Project within twelve (12) months after the Loan Closing.

(l) Archeological Artifacts. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Municipality shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historical Board of North Dakota and the Authority or the Department of such unearthing and follow all applicable state and federal laws and regulations governing such occurrence.

(m) Additional Covenants and Requirements. If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms attached as an exhibit to, and made a part of, this Loan Agreement.

(n) Continuing Representations. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.

(o) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. §1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation, including but not limited to Section 2 of such certificate, which is attached as Exhibit C to this Loan Agreement and shall be executed and delivered by the Municipality as a condition to closing pursuant to Section 2.06 of this Loan Agreement.

(p) Compliance with Federal Laws; Buy American Requirements. The Municipality covenants and agrees that it will comply with all federal law and requirements applicable to the Loan including, among others: (i) those imposed by the 2014 Appropriations Act, Public Law No: 113-76, related SRF regulations and policy guidelines; (ii) requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (a) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (b) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project; and (iii) requirements imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58, which the Municipality understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (a) the Municipality has requested and obtained a waiver from the Department and the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (b) the Department or Authority and the cognizant agency pertaining to the Project have otherwise advised the Municipality in writing that the Build America, Buy America Requirements are not applicable to the Project. In addition, the Municipality shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Department, Public Finance Authority or any funding authority (such as the Environmental Protection Agency), such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Loan Agreement is a default hereunder.

(q) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities

and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

(r) Compliance with Davis Bacon Act. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements. 40 U.S.C. 3141, et seq.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by Authority.

(a) The Municipality acknowledges that, other than the Administrative Fee payable pursuant to the Municipal Bond Resolution and this Loan Agreement, all interests of the Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Authority Bonds, and that if any Event of Default shall occur, the Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality hereunder and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements hereunder, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.

(b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay Administrative Fee.

Section 4.02. Assignment by Municipality.

(a) This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Internal Revenue Code (unless waived in writing by the Authority), shall be a political subdivision as defined in the Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) the Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization or EPA Bipartisan Infrastructure Law Emerging Contaminants grant received by the Authority or the State through the Department, provided, however, that the Authority reserves the right to waive any one or more of the above requirements, while concurrently requiring others, if in its sole opinion it has received adequate assurances from the Municipality or otherwise deems it reasonable.

(b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such

assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Events of Default. If any of the following events occur, it is hereby defined and declared to be and to constitute an Event of Default:

(a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.

(b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Utility.

(c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, unless the Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.

(d) Default in the performance or breach of any covenant, warranty or representation made by or on behalf of the Municipality in this Loan Agreement, the Municipal Bond Resolution, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities.

(e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Municipality or any of its property) shall be appointed by court order to take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.02. Notice of Default. The Municipality shall give the Authority prompt telephonic notice of the occurrence of any Event of Default at such time as the Municipality

becomes aware of the existence thereof. Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

Section 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required under the Municipal Bond Resolution or this Loan Agreement or to exercise whatever other remedy at law or in equity available to the Authority to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder. The Public Finance Authority may also exercise one or more of the following remedies: (i) withhold approval of any disbursement request, (ii) reject any pending application by the Municipality for financial assistance, and (iii) to the extent permitted by law, demand immediate payment of the Loan in full and, upon such demand, the outstanding principal amount of the Loan will be immediately due and payable, with interest accrued thereon to the date of payment.

Section 5.04. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable under this Loan Agreement.

Section 5.05. No Remedy Exclusive: Waiver; Notice. No remedy herein conferred upon or reserved to the Authority or the Trustee, if any, is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee, if any, to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.06. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Municipal Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Municipality to the Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

Section 5.07. Default by Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Authority and the Department at the following addresses:

(a) Authority:

North Dakota Public Finance Authority
1200 Memorial Highway
P.O. Box 5509
Bismarck, North Dakota 58506-5509
Attention: Executive Director

(b) Department:

North Dakota Department of Environmental Quality
Municipal Facilities
4201 Normandy Street
Bismarck, ND 58503-1324

(c) Municipality:

City of Fargo
225 4th Street North
Fargo, ND 58102
Attention: Finance Director

AND

City of Fargo
Attention: Water Utility Director
435 14th Ave S.
Fargo, ND 58103

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Authority and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Municipality.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority is required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Authority's agent.

Section 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

Section 6.09. Further Assurances. The Municipality will, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.

Section 6.10. Entire Agreement. This Loan Agreement constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the specific matters herein are hereby superseded, revoked and rendered ineffective for any purpose.

[The remainder of this page left intentionally blank.]

NORTH DAKOTA PUBLIC FINANCE
AUTHORITY

By: _____
DeAnn Ament, Executive Director

[Signature Page to Loan Agreement]
City of Fargo, North Dakota Taxable Sales Tax and Water Revenue Bond, Series 2025[]

CITY OF FARGO, NORTH DAKOTA

By: _____
Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

[Signature Page to Loan Agreement]
City of Fargo, North Dakota Taxable Sales Tax and Water Revenue Bond, Series 2025[]

EXHIBIT A
DESCRIPTION OF PROJECT

Replacement of lead service lines

EXHIBIT B

MUNICIPAL SECURITIES PAYMENT SCHEDULE

[insert]

EXHIBIT C

**NORTH DAKOTA STATE REVOLVING FUND PROGRAM
CERTIFICATE RELATING TO LOBBYING AND LITIGATION**

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Mayor and City Auditor of the Municipality (as defined in the North Dakota State Revolving Fund Program Loan Agreement of even date (the "Loan Agreement")), and as such officials, they are familiar with the Municipality's property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.

3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated: [_____], 2025.

CITY OF FARGO, NORTH DAKOTA

By _____
Mayor

By _____
City Auditor

REPORT OF ACTION

25

UTILITY COMMITTEE

Project No. N/A

Type: Electrical Service Agreement Extension

Location: Water Utility Facilities Electrical Services

Date of Hearing: 11/6/2024

<u>Routing</u>	<u>Date</u>
City Commission	1/21/2025
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding a 1-year contract extension with Sun Electric, Inc. (Sun) for calendar year 2025. Sun was selected in 2021 under an RFP process to provide electrical services for the Water Utility. The RFP allowed annual extensions for up to 4 additional years. This will be the third extension. Employee safety is a primary reason for having a licensed electrician working at water utility facilities since there is a significant amount of industrial electrical equipment. The electrical services from Sun have also been effective at saving costs for small projects and with workflow efficiency.

MOTION:

On a motion by Mark Miller, seconded by Ben Dow, the Utility Committee voted to approve a 1-year extension with Sun Electric, Inc. for electrical services.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner				
Brenda Derrig, Assistant City Administrator		X		
Susan Thompson, Finance Director		X		
Brian Ward, Water Plant Supt.		X		
Mark Miller, Wastewater Plant Supt.		X		
Bruce Grubb, Temp. Asst. City Administrator		X		
Scott Liudahl, City Forester		X		
James Hausauer, Water Recl. Utility Director				
Troy Hall, Water Utility Director		X		
Ben Dow, Public Works Operations Director		X		
Tom Knakmuhs, City Engineer		X		
Dan Portlock, Water Utility Engineer		X		
Scott Olson, Solid Waste Utility Director		X		

ATTEST:


 Troy B. Hall
 Water Utility Director

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

MEMORANDUM
October 30, 2024

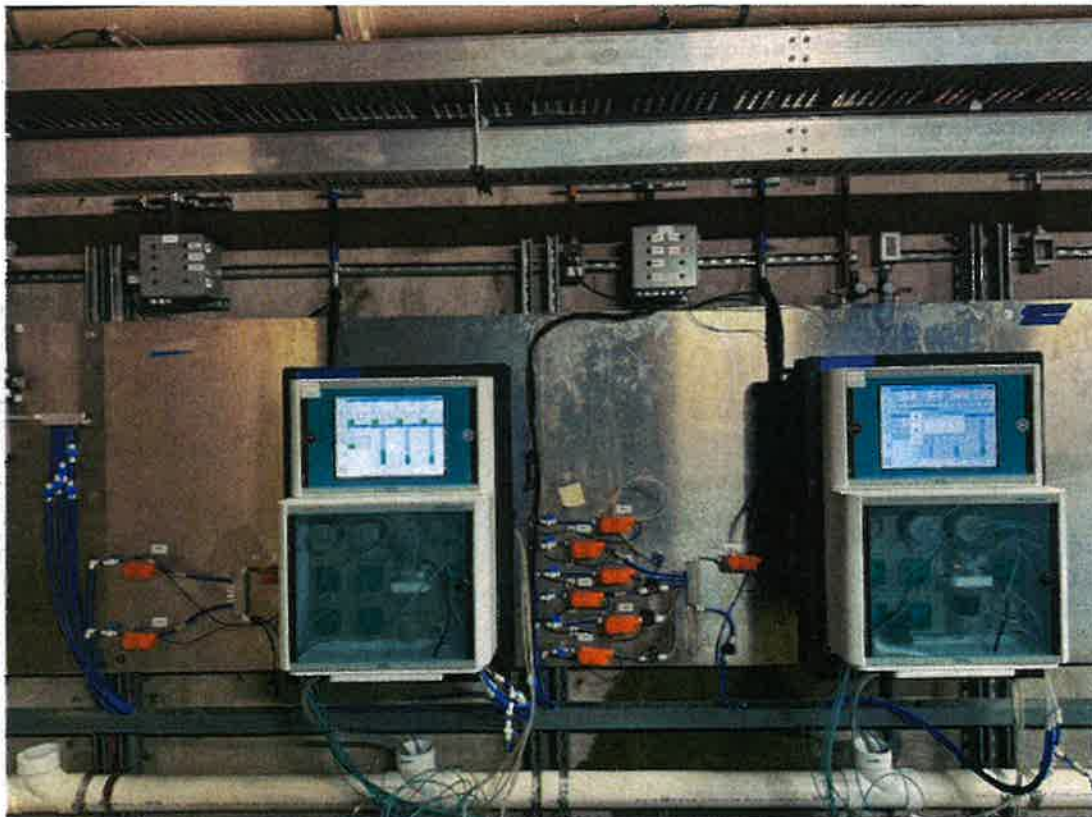
To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: WTP Electrical Services Agreement – One-Year Extension for 2025
(Sun Electric, Inc.)

Water Utility staff is requesting a 1-year extension with Sun Electric, Inc. (Sun) for electrical services for the Water Treatment Plant (WTP). Electrical services by Sun have been very successful over the past three (3) years: 2022, 2023, and 2024. The original agreement went through legal review by the City of Fargo. Funding for the extension is a specific line in the 2025 approved budget.

An RFP was advertised in late-2021 for electrical services. Sun was the selected electrical contractor for 2022 and had the lowest proposed hourly rate. The RFP stated that the selected electrical contractor could have up to four (4) agreement extensions of one (1) year. Sun has submitted an hourly rate of \$86.00/hour for 2025, an increase of \$3.50/hour.



Installation of Metrohm water process analyzers in the Membrane WTP. Among other projects, new installations of instrumentation are completed by Sun Electric, Inc. under the Electrical Services Agreement with no project cost mark-up. This improves utility cost efficiency.

A primary reason for the electrical services agreement is personnel safety. However, there have been several benefits in having the Sun agreement in 2022-24, including:

- Contractor has earned trust with staff
- Contractor now knows WTP work flow
- Contractor has over 30 months of working experience at WTP equipment and systems
- Qualified personal working in area of electrical specialty
- Higher safety for qualified personal working in high voltage

Water Utility has numerous electrical projects in Water Utility facilities for the foreseeable future. On capital projects with small electrical scope, we generally don't even bid that part now. We just have the Sun electrician do the electrical disconnects, hook-ups, and smaller scope jobs. We have filler work to keep the electrician busy all of the time, if waiting on parts/materials.

Plan of Financing

There is funding in the 2025 WTP operations budget for an Electrical Services Agreement. It is the Electricians budget line (Acct: 501-3051-441.34-05). This WTP budget is funded through Rate Revenue (Fund 501). The one year extension will place the agreement on the City Commission agenda.

SUGGESTED MOTION:

Approve a 1-year extension of the Electrical Services Agreement with Sun Electric, Inc. for Calendar Year 2025.

Your consideration in this matter is greatly appreciated.



Industrial - Commercial

October 14, 2024

City of Fargo
Water Treatment Plant Contract Electrical Services
Fargo, ND 58103

Maintenance Labor Rates 2025

We offer the following time and material rates and conditions as follows:

- All rates and conditions effective January 1st, 2025, through December 31st, 2025
- Labor rates per hour:
 - Journeyman electrician day shift (5-8's) straight time: \$86.00 per hour
 - Journeyman electrician overtime (more than 8 hours per day): \$116.10 per hour
 - Journeyman electrician double-time Sunday's or Holiday's: \$172.00 per hour
- Labor is fully burdened unit rates
- Any additional hours above (5-8's) day shift will be billed the overtime rate
- Holiday pay would be paid if the holiday lands on a workday. New Years Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such.

- On-Call labor rates per hour: 2 hour minimum on all calls
 - Journeyman electrician straight time: \$86.00 per hour
 - Journeyman electrician overtime: \$116.10 per hour
 - Journeyman electrician double-time Sunday's or Holiday's: \$172.00
- Labor is fully burdened unit rates

Thank you for considering us for this work

Please call me with any questions or concerns

Sincerely,

Ryan Tougas
Sun Electric Inc.