

FARGO CITY COMMISSION AGENDA

Monday, July 8, 2024 - 5:00 p.m.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:30 p.m. on Monday, July 8, 2024 and retire into Executive Session for the purpose of attorney consultation regarding potential opioid litigation with Indivior, Inc. and/or Mylan N.V., to receive its attorneys' advice and guidance on the legal risks, strengths, and weaknesses of an action of a public entity, which, to discuss these matters in open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 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. Municipal Judge Steve Dawson will administer the Oaths of Office to City Commissioners John Strand and Michelle Turnberg.
- E. Minutes (Regular Meeting, June 24, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Interest Buydown Agreement - Pace Program with the Bank of North Dakota received by the Roosevelt Family Lofts LLC.
- 2. Letter of Support for the APH Stores Project to the ND Opportunity Fund Consortium.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Selkirk Place Second Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 6/24/24.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Chas A. Roberts Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 6/24/24.
- 5. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Rocking Horse Farm Seventh Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 6/24/24.

6. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo and Notice of Entry of Order for property located at 1449 4th Avenue South.
7. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo and Notice of Entry of Order for property located at 909 4th Street North.
8. Accept the results of the Cass County Canvassing Board for the June 11, 2024 Primary election and declare candidates elected.
9. Applications for Games of Chance:
 - a. EagleRidge Legacy Fund, Inc. for a raffle on 7/18/24.
 - b. El Zagal Provost for a sports pool from 9/8/24-1/5/25.
 - c. Fargo Gateway Lions for a raffle on 7/16/24.
 - d. Fargo North High Football for a raffle on 7/23/24.
 - e. Fargo North High School for a raffle on 4/5/25.
 - f. Fargo North High School – Coli for a raffle from 11/11/24-2/14/25.
 - g. Fargo North High School for a raffle on 12/7/24.
 - h. Fargo North High School for a raffle on 8/8/24-2/21/25.
 - i. Holy Spirit Catholic Church for a raffle on 10/13/24.
 - j. North Dakota Backcountry Hunters and Anglers for a raffle on 8/1/24.
 - k. St. Anthony of Padua Parish Fall Bazaar for a raffle on 9/29/24.
10. Extension of a Class “N” Alcoholic Beverage License for Horse Race North Dakota d/b/a The North Dakota Horse Park until 6/30/25.
11. Change Order No. 2 in the amount of \$19,225.19 and time extension for Project No. FM-21-A2.
12. Bid award to Asphalt Surface Tech Corp in the amount of \$538,918.12 for Project No. PR-24-F2.
13. Final Balancing Change Order No. 4 in the amount of \$34,758.84 for Improvement District No. BN-23-C1.
14. Final Balancing Change Order No. 2 in the amount of \$14,992.50 for Improvement District No. PR-23-E1.
15. Memorandum of Offer to Landowner for an Easement (Temporary Construction Easement) with Cass Oil, LLC (Improvement District No. BR-23-G2).
16. Contract and bond for Improvement District No. AN-24-B1.
17. Certificate of Substantial Completion for Newman Outdoor Field Exiting Improvements 2023-2024 Project (RFQ18084).
18. Eleventh Amended Lease Agreement with North Dakota State University and Fargo Dome Authority.
19. NDDDES FY 2024 Emergency Management Performance Grant Application (CFDA #97.042).
20. Notice of Grant Award from ND Department of Health and Human Services for increasing immunization rates (CFDA #93.268).

21. Notice of Grant Award from ND Department of Health and Human Services for PHEP-EPR All Hazards Allocation (CFDA #93.069).
22. Notice of Grant Award from ND Department of Health and Human Services for Women's Way program (CFDA #93.898).
23. Notice of Grant Award Amendment from the ND Department of Health and Human Services for PHEP workforce supplemental funding (CFDA #93.354).
24. Financial Award from ND Housing Finance Agency for emergency shelter operations.
25. Agreement for Provision of Health Services for Cass County by Fargo Cass Public Health.
26. Bid award to Sanitation Products Inc. in the amount \$357,585.00 for the purchase of one high compaction front load refuse truck (RFP24242).
27. Lease Agreements with the Diocese of Fargo and Fargo Public School District for recycling drop sites.
28. Bid award to Poynette Iron Works in the amount of \$362,390.00 for front load containers (RFP24228).
29. Mass Transit Agreement with the City of West Fargo.
30. Exempt Purchase from Filmtec Corporation in the amount of \$124,650.00 for Effluent Reuse Facility Ultra Filtration Membranes (EX24254).
31. Bills.

REGULAR AGENDA:

32. Update on the Grants Pass Ruling.

PUBLIC HEARINGS - 5:15 pm:

33. **PUBLIC HEARING** – CONTINUE to 7/22/24 Hearing to consider a Renewal Plan and Developer Agreement with JS2L Partners, LLP for the Tax Increment Financing District No. 2024-01 (600 Block of 4th Street North); continued from the 6/10/24 and 6/24/24 Regular Meetings.
34. **PUBLIC HEARING** – Hearing on a dangerous building located at 1011 University Drive North.
35. **PUBLIC HEARING** – Vacation Plat of a portion of 5th Avenue North right-of-way adjacent to Block 23, Leach and Wells Subdivision (421 4th Street North adjacent to 415 4th Street North); approval recommended by the Planning Commission on 6/4/24.
36. **PUBLIC HEARING** – Vacation Plat of the West 23.5 feet of 22nd Street North right of way between 7th and 8th Avenues North, adjacent to Lots 1 and 21 of First Industrial Subdivision of Beardsley's Addition (2213 7th Avenue North); approval recommended by the Planning Commission on 4/2/24.
37. **PUBLIC HEARING** – Cityside Addition (202, 208, 210 and 212 6th Avenue North; 509, 511 and 515 3rd Street North); approval recommended by the Planning Commission on 12/5/23:


- a. Zoning Change from MR-3, Multi-Dwelling Residential to DMU, Downtown Mixed Use.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Cityside Addition.
38. **PUBLIC HEARING** – Community Development Block Grant (CDBG) and HOME Program Proposed Amendment to the 2023 HUD Action Plan.
39. Request for licensing of a Scooter Rental business; staff is recommending denial of this request.
40. Recommendation for approval of the items from the FAHR Staff meeting:
- a. Receive and file Sales Tax update.
 - b. Accept the Badges of Unity donation and budget adjustment in the amount of \$158,790.07 to cover all of the costs associated with travel to Washington, DC for the National Police Week Memorial.
 - c. Reclassification of the vacant Engineering Technician III position.
 - d. Authorize the Health Department to add two Home Health Aide contract positions for the school year, contracts will be billed back to Fargo Public Schools.
41. Recommendation for Commission Liaison assignments.
42. Recommendation for appointment of a Deputy Mayor.
43. Liaison Commissioner Assignment Updates.
44. **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](https://www.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](https://www.fargoND.gov/CityCommission).

MEMORANDUM

TO: Board of City Commissioners

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: July 2, 2024

SUBJECT: In-Kind Commitment for Roosevelt Family Lofts housing project

Roosevelt Family Lofts is a housing project in the Roosevelt Neighborhood. The City of Fargo already approved a property tax exemption for the project.

The developer is applying for a buy down of their interest rate from the Bank of North Dakota. This requires community match, which can be an in-kind contribution of the property tax exemption.

Attached are agreements the City needs to approve for the already approved property tax exemption to be an in-kind contribution for this project. Fargo is not providing any cash or a loan guarantee. The Bank of North Dakota will provide a lower interest rate if this interest buy down is approved.

Recommended Motion

Approve agreements to provide in-kind contributions of property tax exemptions for the Roosevelt Family Lofts, LLC as match for the Bank of North Dakota interest buydown program.

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| OFFICE USE ONLY | Return SIGNED Documents to BND |
| Borrower: | ROOSEVELT FAMILY LOFTS LLC |
| Program Option: | Flex PACE |

INTEREST BUYDOWN AGREEMENT PACE PROGRAM

This Interest Buydown Agreement is made between **CITY OF FARGO** (the "Community"), and the **Bank of North Dakota** ("BND") acting on behalf of the PACE Program ("PACE") for the purpose of a buydown on the interest for the loan (the "Loan") received by ROOSEVELT FAMILY LOFTS LLC (the "Borrower") from BANK FORWARD (the "Originating Lender") pursuant to a promissory note dated 07-02-2024. The attached payment schedule labeled Exhibit A details the Loan amount and terms and may be modified from time to time. The Borrower, Community, and BND agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Note and Related Documents. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Addendum to the Promissory Note – means the Addendum to the Promissory Note entered into by the Borrower and Originating Lender. The addendum to the Promissory Note addresses specific terms and conditions with respect to the Borrower's participation of their Loan in PACE Program offered by BND.

Agreement - means this Interest Buydown Agreement, as amended, supplemented, or modified from time to time.

Affiliate - means any Person (1) which directly or indirectly controls, or is controlled by, or is under common control with the Originating Lender or Borrower; (2) which directly or indirectly beneficially owns or holds five (5%) or more of any class of voting stock of the Originating Lender or Borrower; or (3) five percent (5%) or more of the voting stock of which is directly or indirectly beneficially owned or held by the Originating Lender or Borrower. The term control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the attached payment schedule labeled Exhibit A.

Borrowing Rate - means the interest rate to be paid by the Borrower as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note, but in no event will it be less than 1.00%.

Business Day - means any day other than a Saturday, Sunday, or other day on which commercial banks in North Dakota are authorized or required to close under the laws of the State of North Dakota, unless otherwise provided for in the Note.

Buydown Documents means this Agreement, the Escrow Agreement and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount; and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community commitment amount, if any.

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| Program Option: | Flex PACE | |

Escrow Agent – means Bank of North Dakota acting through its Trust Department.

Escrow Agreement – means Agreement by which the payments to disburse the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program – means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of new affordable multi-family housing units within the Community.

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by the Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

Investment – Total costs of equipment, real estate and/or improvements to real property associated with the PACE loan request.

Note - may refer to a promissory note, credit agreement, loan agreement, or any other document that states the terms of the indebtedness between the Originating Lender and the Borrower.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Participation Agreement – means the agreement between the Originating Lender and BND in connection with the Loan.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Person - means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

Related Documents - means all supporting documents related to the Loan.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

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ARTICLE II

TERMS OF THE INTEREST RATE BUYDOWN

SECTION 2.01. Interest Buydown Amount. BND and the Community agree on the terms and conditions set forth in this Agreement to buy down the interest from the Yield Rate to the Borrowing Rate for the Loan.

1. Interest Payments. BND and the Community shall make Interest Buydown Amount payments to the Escrow Agent as provided for in the attached payment schedule labeled Exhibit A.
2. Method of Payment. BND and the Community shall make each payment to the Escrow Agent as provided by the Buydown Documents no later than the date when due as defined by the Note in lawful money of the United States in immediately available funds unless otherwise expressly provided for. Whenever any payment to be made under the Buydown Documents shall be stated to be due on a Saturday, Sunday, or a public holiday, or the equivalent for banks generally under the laws of the State of North Dakota, the payment shall be made on the next succeeding Business Day.
3. Disbursement of the Interest Buydown Amount. The Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out and described in the payment schedule labeled Exhibit A subject to the Note.
4. Default by the Borrower. In the event of a default by the Borrower, as defined in the Note, or a Default as defined in the Addendum to Promissory Note Pace Program given for the Note, the Escrow Agent shall discontinue any payments required under the Buydown Documents until such time as the Default is cured.
5. Late or Partial Payments by the Borrower. If the Borrower makes a late payment or a partial payment, the Interest Rate Reduction payment will not be made and the interest rate from the period of the payment date of the payment until the payment is received will be the Yield Rate, including any default rate provided for in the Note. If the late or partial payments are paid by the Borrower, Escrow Agent will resume making Interest Buydown Amount on the next scheduled payment date, unless otherwise agreed to by BND.
6. Prepayments and Adjustment to Payment Schedule. In the event the Borrower makes a prepayment under the terms of the Note, BND may re-amortize the payment schedule labeled Exhibit A but such re-amortization shall not be effective unless received in writing by the Originating Lender fifteen (15) days prior to the next payment due date under Note. Any replacement payment schedule labeled Exhibit A received by Originating Lender shall replace the existing payment schedule with no further action or consent required by Borrower.
7. Partial Payment or Termination by the Community. In the event the Community makes a payment to the Escrow Agent which results in insufficient funding of the Community Buydown Amount or terminates its participation in PACE for the loan to the Borrower, the Community shall provide notice in writing to the Borrower, the Originating Lender and BND no less than fifteen (15) days prior to the next scheduled payment due date under the Note.

Upon receipt of notice from the Community and until such time as the deficiency is cured, the following shall occur:

- The Escrow Agent shall discontinue to make Interest Rate Reduction payments.
- To the extent the Interest Buydown Amount paid by the Escrow Agreement does not reduce the interest expense to the interest expense calculated at the Borrowing Rate then the Borrower shall remit the difference to Originating Lender.

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| Program Option: | Flex PACE | |

- The Borrower shall be responsible for the entire interest payment at the Yield Rate effective on the date of the next scheduled payment. From that point forward, this Addendum shall have no force or effect and any of the rights and obligations created herein shall be terminated and the Note and Related Documents, without regard to this Addendum or the Buydown Documents, shall govern the relationship between the Originating Lender and the Borrower.
8. Termination of PACE Program. In the event that funding under the PACE Program is terminated for any reason, this Agreement shall have no force or effect and any obligation of BND, the Community and the Escrow Agent to pay the Interest Buydown Amount shall cease.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.01. The Community represents and warrants to the Borrower and BND that:

1. Good Standing, and Due Qualification. The Community is in good standing under the laws of the State of North Dakota. The execution, delivery, and performance of this Agreement by the Community has been duly authorized by all necessary Persons.
2. Other Agreements. The Community is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Borrower, Originating Lender or their Affiliates, or the ability of the Borrower, Originating Lender or their Affiliates to carry out the Borrower's and the Originating Lender's obligations under the Note and Related Documents. The Community and the Community's Affiliates are not in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to the performance of the Note and Related Documents.
3. Sufficient Funds. The Community has or will make available sufficient funds to finance the Community Buydown Amount or Community In-kind Commitment Amount. This includes pledging revenue producing mechanisms which the Community is statutorily authorized to pledge or impose. Revenue producing mechanisms include but are not limited to any bond or mill levy or other tax which may be pledged or imposed for the purpose of economic development.
4. Source of Funds. The Community Buydown Amount or Community In-kind Commitment Amount does not nor will it ever be derived directly or indirectly from a loan, grant or gift from the Borrower or the Borrower's Affiliate or a contribution from Originating Lender or Originating Lender's Affiliate which is greater than the Originating Lender or its Affiliate would normally contribute to the Community's economic development efforts. The Community Buydown Amount may be in the form of a loan. Interest may begin to accrue, however, no repayment of principal or interest on the Community loan may commence until the PACE interest buydown amount has been fully expended.
5. Litigation. There is no pending or threatened action or proceeding against or affecting the Community before any court, governmental agency, or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the ability of the Community to perform its obligation under the Note and Related Documents to which it is a party.
6. No Defaults on Outstanding Judgments or Orders. The Community has satisfied all judgments, and is not in default with respect to any judgment, writ, injunction, decree, rule, or regulation or any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign, which materially adversely affects the ability of the Community to perform its obligation under the Note and Related Documents to

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| Program Option: | Flex PACE | |

which it is a party.

ARTICLE IV

AFFIRMATIVE COVENANTS

SECTION 4.01. Notice of Adverse Actions. So long as the Loan remains unpaid, all parties to this Agreement shall promptly after the commencement thereof, provide all parties notice of all actions, suits, and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, affecting the parties which could have a material adverse effect on the Community's ability to perform under the Note and Related Documents.

SECTION 4.02. Obligation to Resolve Disputes. It is the intent of all parties to this Agreement that conflicts or potential conflicts and circumstances or situations which arise which are not considered herein, be resolved at the most informal level possible and to the mutual benefit of each party to the extent possible.

SECTION 4.03. Program Requirements. So long as the Note is participating in the PACE Program:

1. Job Creation: - Job creation is not necessarily a requirement of the Flex PACE or Flex PACE for Affordable Housing Programs, but will be tracked for informational purposes. The Borrower will show evidence of the level of employment created and maintained in North Dakota for the duration of this Agreement. At the request of the BND, the Borrower shall complete a recipient report to verify employment levels, and such other evidence as BND may request from the Borrower.
2. Donations, Gifts or Loans. The Borrower has not nor will it ever make directly or indirectly a loan, grant or gift to the Originating Lender, Community, or their Affiliates, which will be used to secure, promote or otherwise influence, the Originating Lender's or Community's ability or desire to make available Loan funds under the PACE Program.

ARTICLE V

CONDITIONS PRECEDENT

SECTION 5.01. Condition Precedent to this Agreement. The obligation of BND under this Agreement is subject to the condition precedent that BND shall have received on or before the day of the Loan each of the following, in form and substance satisfactory to BND and its counsel:

1. Evidence of all Corporate Action by the Community. BND may request certified copies of all corporate action taken by the Community, including resolutions of its Board of Directors, or certified copies of the official minutes of the appropriate governing body, or the equivalent thereof, authorizing the execution, delivery, and performance of the Buydown Documents to which it is a party and each other document to be delivered pursuant to this Agreement.
2. Opinion of Counsel for the Community. A favorable opinion of counsel for the Community in substantially the form of Exhibit B and as to such other matters as BND may reasonably request. Exhibit B shall also certify the names and true signatures of the officers of the Community authorized to sign the Buydown Documents to which it is a party and each other document to be delivered by the Community under this Agreement.
3. Buydown Documents as required by the PACE Program from all parties to this Agreement.

SECTION 5.02. Notification to Originating Lender. Upon satisfaction of the conditions, BND shall notify the Originating Lender in writing that all conditions have been satisfied for the Loan's participation in the PACE Program.

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ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments, Etc. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement, shall in any event be effective unless such is in writing and signed by BND and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 6.02. Notices, Etc. All notices and other communications provided for under this Agreement shall be in writing and shall be effective upon the earlier of (a) when actually delivered, (b) when deposited with a nationally recognized overnight courier or (c) if mailed, when deposited in the United State mail, as first class, certified or registered mail postage prepaid, directed to the applicable party at the address specified below, except that notices to BND pursuant to the provisions of Article II shall not be effective until received by BND.

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| Community: | CITY OF FARGO 225 4TH ST N FARGO ND 58102-4809 |
| BND: | BANK OF NORTH DAKOTA PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Commercial Loan Department |
| Borrower: | ROOSEVELT FAMILY LOFTS LLC 3262 OAK RIDGE LOOP E WEST FARGO ND 58078 |

Any party may change its address for notices by giving formal written notice to the other parties and specifying that the purpose of the notice is to change the party's address.

SECTION 6.03. No Waiver; Remedies. No failure on BND's part to exercise, and no delay in exercising, any right, power, or remedy under any Buydown Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Buydown Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in the Buydown Documents are cumulative and not exclusive of any remedies provided by law.

SECTION 6.04. Successors and Assigns. This Agreement may not be assigned or transferred by either party without the prior consent of BND.

SECTION 6.05. Costs, Expenses, and Attorney Fees. The Community and BND agree to indemnify each other for reasonable fees and out-of-pocket expenses, including attorney fees, in connection with the enforcement of any portion of this Agreement.

SECTION 6.06. Indemnification for Misrepresentation. The Community and BND agree to indemnify each other for any and all loss, payment and additional expense resulting from any misrepresentation or breach of warranty made herein, including any expense and legal fees that might be incurred because of any such misrepresentation or breach of warranty.

SECTION 6.07. Disclosure of Information. The Community hereby consents to the disclosure of all financial, business, and other information about the Community which BND may possess at any time to other lenders participating in the Loan.

SECTION 6.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

SECTION 6.09. Severability of Provisions. Any provision of any Buydown Document which is prohibited,

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unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or lack of authorization without invalidating the remaining provisions of the Buydown Documents or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

SECTION 6.10. Headings. Article and Section headings in the Buydown Documents are included for the convenience of reference only and shall not constitute a part of the applicable Buydown Documents for any other purpose.

SECTION 6.11. Third Party Beneficiary. The parties acknowledge that the Borrower is an intended third party beneficiary of this agreement and, to the extent that funds are available and no determination has been made by a court of competent jurisdiction that this agreement is unenforceable, is entitled to enforce the agreement as provided by N.D.C.C. § 9-02-04.

SECTION 6.12 Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

CITY OF FARGO

By: _____

Its: _____

BANK OF NORTH DAKOTA

By:  _____

Rodney Heit

Its: Business Banker

ROOSEVELT FAMILY LOFTS LLC

By: _____

Title: _____

**ESCROW AGREEMENT
PACE PROGRAM**

This Escrow Agreement (the "Agreement") is made between the **BANK OF NORTH DAKOTA** acting on behalf of the PACE program ("BND"), **CITY OF FARGO** (the "Community"), and the **BANK OF NORTH DAKOTA** acting through its Trust Department as Escrow Agent (the "Escrow Agent") for the purpose of receiving and disbursing the Interest Buydown Amount in connection with the loan (the "Loan") made to **ROOSEVELT FAMILY LOFTS LLC** (the "Borrower") by **BANK FORWARD** (the "Originating Lender") pursuant to a promissory note dated 07-02-2024 (the "Note").

BND, the Community and the Escrow Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Interest Buydown Agreement. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Agreement - means this Escrow Agreement, as amended, supplemented, or modified from time to time.

Borrowing Rate - means the interest rate to be paid by the Borrower after subtracting the Interest Buydown Amount from the interest expense which will accrue at the initial Yield Rate over the life of the PACE commitment as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note depending upon the periodic adjustment of the rate index over the term of the Loan, but in no event will it be less than the minimum rate set forth in the Note.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the payment schedule labeled Exhibit A.

Buydown Documents – means this Agreement, the Interest Buydown Agreement, Addendum to Promissory Note PACE Program, and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount, and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community Commitment Amount, if any.

Escrow Agent – means Bank of North Dakota acting through its Trust Department.

Escrow Agreement - Agreement by which the payments to retire the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program – means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of affordable multi-family housing units within the Community.

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as

set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

PACE Program - means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

Section 2. Receipt of Interest Buydown. BND and the Community agree to deliver to the Escrow Agent the amount as set out and described in the payment schedule -labeled Exhibit A in the amounts and on the dates indicated, subject to this Agreement.

Section 3. Disbursement of the Interest Buydown Amount. The Escrow Agent agrees to disburse the Interest Buydown Amount to Originating Lender in the amounts and on the dates as set out and described in the payment schedule labeled Exhibit A, subject to this Agreement.

Section 4. Notice from BND. Upon notice of receipt of Loan payment according to the terms of the Note, notice from BND, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A. If on the date the Loan payment is received by BND, the Escrow Agent has not received all or any part of the Community's share of the Interest Buydown Amount as indicated on the payment schedule labeled Exhibit A, the Escrow Agent shall not disburse either the BND Buydown Amount or and the Community Buydown Amount, to the Originating Lender.

In the event that all parties to this Agreement have consented that the Community will provide a Community In-Kind Commitment Amount in lieu of all or some part of its cash portion of the Interest Buydown Amount, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A.

Section 5. Notice of Suspension of Disbursement of Interest Buydown Amount. Upon notice by BND to the Escrow Agent that payments of the Interest Buydown Amount are to be suspended, the Escrow Agent will not make any further disbursements of the Interest Buydown Amount to the Originating Lender, until the Escrow Agent receives notice from BND, directing the Escrow Agent to resume disbursing the Interest Buydown Amount upon receipt of a notice for payment.

Section 6. Notice of Final Disbursal and Termination. Upon final Interest Rate Reduction disbursement or termination of the Interest Buydown Agreement, the Escrow Agent will disburse any remaining amounts held under this Agreement to the Community and the PACE Fund according to their respective shares of the remaining balance. This Agreement will be considered terminated upon return of funds or final Interest Rate Reduction disbursement and shall have no further duties or obligations to

any party other than, upon request, to provide a final accounting of receipts and disbursements.

Section 7. Duties of Escrow Agent, Reliance on Notices. The Escrow Agent shall not be liable as Escrow Agent except for the performance of such duties as are specifically set out in this Agreement to be performed by the Escrow Agent and the Escrow Agent may conclusively rely, as to the truth of the statements expressed in any notice, in the absence of bad faith on the part of the Escrow Agent, upon notices conforming to the requirements of this Agreement. No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall at all times be protected from liability for any error or judgment made in good faith by a responsible officer or officers unless it shall be proved that the Escrow Agent was negligent in ascertaining the pertinent facts and the Escrow Agent shall at all times be protected with respect to any action taken or omitted to be taken by it in good faith and in accordance with the directions contained in a notice received by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall also be protected when acting in good faith and upon advice of its counsel.

Section 8. Fees and Costs. The Escrow Agent shall be entitled to receive fees, in such amounts as it may establish from time to time, and to be reimbursed for its costs, including attorney's fees, for the performance of its duties under this Agreement.

Section 9. Notice. All notices, demands and requests to be given or made under this Agreement, if in writing, shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

| | |
|---------------|---|
| Community: | CITY OF FARGO 225 4TH ST N FARGO ND 58102-4809 |
| BND: | BANK OF NORTH DAKOTA, Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Financial Institutions Market |
| Escrow Agent: | BANK OF NORTH DAKOTA, Escrow Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Trust Department |
| Lender: | BANK FORWARD PO BOX 7070 FARGO ND 58106 |

Any of the above parties may change the address listed for it at any time upon written notice of such change sent by United States mail, postage prepaid, to each of the other parties.

Section 10. Amendments. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement shall in any event be effective unless in writing and signed by all parties and then such waiver, consent or amendment shall be effective only in the specific instance and for the specific purpose for which given.

Section 11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

Section 12. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable by law shall be deemed severable to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

Section 13. Headings. Article and Section headings in this Agreement are for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 14. No Waiver, Remedies. No failure on the part of the Escrow Agent to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

Section 15. Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

BANK OF NORTH DAKOTA, BND

CITY OF FARGO

By: 

CITY OF FARGO

Rodney Heit
Title: Business Banker

By: _____

Title: _____

BANK OF NORTH DAKOTA, Escrow Agent



Title: ESCROW OFFICER

Please select Community's preferred billing option:

- ☐ One-Time Payment (PV)
- ☐ Annually
- ☐ Semi-Annually
- ☐ Quarterly
- ☐ Monthly
- ☐ In-Kind

**COMMUNITY PACE
INTEREST BUYDOWN AUTHORIZATION**

The **CITY OF FARGO** (the Community) has approved its participation in the PACE Program for a loan to **ROOSEVELT FAMILY LOFTS LLC** (the Borrower) and has made the necessary provisions to match the BND Buydown Amount to be paid by Bank of North Dakota (BND) as required by the program.

The total PACE benefit to the Borrower and the breakdown to the Community and BND are detailed in the payment schedule labeled Exhibit A.

The Borrower's rate will be bought down approximately **4.00** below the Yield Rate as defined in the Escrow Agreement Pace Program at the time of closing of the Loan to the Borrower, unless otherwise agreed to in writing.

The Community Authorized Representative signing this Authorization represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Authorization and that this Authorization is a valid, legal and binding on the Community and enforceable in accordance with its terms of this Authorization.

The Community shall provide an Opinion of Counsel in a form satisfactory to BND verifying the Community has taken appropriate action and has authority for its participation in the PACE Program.

CITY OF FARGO
Community Authorized Representative

(Please type or print name above)



2

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research

DATE: July 2, 2024

SUBJECT: Letter of Support for APH Stores

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

The fund provides loans and investments to small businesses and non-profit organizations that create jobs. In order for an organization to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and NDOF involvement in the financing. There is no City financial support included or required with the letter of support.

APH Stores is an auto parts distributor with a location in Fargo. APH is seeking funding for a \$1 million renovation to their auto parts warehouse at 462 36th St. S.W. in Fargo. The goal is to add 3-5 employees. APH has requested a letter of support from the City of Fargo.

Recommended Motion

Provide a letter of support to the NDOF Consortium for the APH Stores project to provide match of the Bank of North Dakota interest buy down program.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 4, 2024; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 24, 2024,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Fourteen (14), Block One (1), and Lots One (1) through Twenty-three (23), Block Two (2) of Selkirk Place Second Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from "AG", Agricultural and "GC", General Commercial, Districts to "SR-4", Single-Dwelling Residential, District;

Section 2. The following described property:

Lots One (1) through Nine (9), Block Three (3) of Selkirk Place Second Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential, District;

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. The following described property:

Lot Ten (10), Block Three (3) of Selkirk Place Second Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from “AG”, Agricultural, District to “SR-5”, Single-Dwelling Residential, District;

Section 4. The following described property:

Lot Fifteen (15), Block One (1) of Selkirk Place Second Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from “AG”, Agricultural and “GC”, General Commercial, Districts to “MR-3”, Multi-Dwelling Residential, District with a “C-O”, Conditional Overlay, District as follows:

1. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right-of-way or between building front and private road.
2. Individual accessory buildings shall have a maximum length of 140 ft.
3. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - a. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the development.
 - b. Parking areas that serve each primary building.
 - c. Any public sidewalk system along the perimeter streets adjacent to the development.
 - d. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, parks, retail shopping centers, and office buildings.

Section 5. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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5 Section 6. This ordinance shall be in full force and effect from and after its passage and
6 approval.

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10 (SEAL)

Timothy J. Mahoney, M.D., Mayor

11 Attest:

12
13
14 Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

7

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN CHAS A. ROBERTS 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 Chas A. Roberts Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 4, 2024; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 24, 2024,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Twelve (12) and Thirteen (13), Block S of Chas A. Roberts Addition to the City of Fargo, Cass County, North Dakota,

that are currently zoned "NC", Neighborhood Commercial, District, with an existing "C-O", Conditional Overlay, District, as established by Fargo Municipal Ordinance No. 4787, will hereby retain the base zoning of "NC", Neighborhood Commercial District, and repeal said "C-O", Conditional Overlay, District, as established by Fargo Municipal Ordinance No. 4787, in its entirety.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

5

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN ROCKING HORSE FARM SEVENTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 7, 2024; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 24, 2024,

NOW, THEREFORE,

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

Section 1. The following described property:

That part of the Southeast Quarter of Section 32, Township 139 North, Range 49 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, being described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 32; thence North 04°58'43" West, along the westerly line of the Southeast Quarter of said Section 32, for a distance of 75.06 feet to a point of intersection with the northerly line of the South 75.00 feet of the Southeast Quarter of said Section 32; thence North 87°14'48" East, along the northerly line of the South 75.00 feet of the Southeast Quarter of said Section 32, for a distance of 289.97 feet to the southeast corner of Rocking Horse Farm 4th Addition to the City of Fargo, said plat being on file at the Cass County Recorder's Office, and the true point of beginning; thence North 02°45'04" West, along the easterly line of said Rocking Horse Farm 4th Addition, for a distance of 300.10 feet to the northeast corner of said Rocking Horse Farm 4th Addition, said point also lying on the southerly line of Rocking Horse Farm 2nd Addition to the City of Fargo, said plat being

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

on file at said Recorder's Office; thence North 87°14'56" East, along the southerly line of said Rocking Horse Farm 2nd Addition, for a distance of 390.93 feet; thence South 04°56'27" East for a distance of 300.30 feet to a point of intersection with the northerly line of the South 75.00 feet of the Southeast Quarter of said Section 32; thence South 87°14'48" West, along the northerly line of the South 75.00 feet of the Southeast Quarter of said Section 32, for a distance of 402.41 feet to the true point of beginning.

Said tract of land contains 2.733 acres, more or less of Rocking Horse Farm Seventh Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District, to "LC", Limited Commercial, District, and to establish a "C-O", Conditional Overlay, District as follows:

1. Description: This Conditional Overlay is intended to provide for a higher quality of design than is afforded by the City of Fargo Land Development Code regarding development within the described property.
 - a. All buildings shall have architectural interest and variety through the use of articulated façades to avoid the effect of a single, long, or massive wall.
 - b. Four-sided design – all building facades shall be designed with a similar level of design detail, respective to building massing and building materials.
2. All primary buildings shall be constructed or clad with materials that are durable, economically maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured, or glazed concrete masonry units; high-quality pre-stressed concrete systems; EIFS (exterior insulation finishing system), glass, metal panes similar to 'Aluco Bond' and synthetic panels similar to 'Trespa'. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the wood may be used. Horizontal metal lap siding and vertical metal batten shall be allowed on residential and commercial structures but shall not exceed 75% of the building elevation for residential and 50% for commercial.
3. Color schemes shall tie building elements together, relate pad buildings within the same development to each other, and shall be used to enhance the architectural form of a building.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

4. All building facades greater than 200 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least two (2) feet, and extending at least 20 percent of the length of the facade. No uninterrupted length of any facade shall exceed 200 horizontal feet. An articulated facade would emphasize elements on the face of a wall including changes in setback, materials, roof pitch, or height.
5. Ground floor façades that face right-of-way shall have arcades, display windows, entry areas, awnings, or other such features along no less than 60 percent of their horizontal length. If the façade facing the street is not the front, it shall include the same features and/or landscaping in scale with the façade.
6. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view at ground level by parapets or other structures. All ground-level HVAC units and utility boxes shall be screened from view from public Right-of-Way by a structure, wall, fence, or landscaping.
7. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on at least three (3) sides, clad with exterior building materials of the primary building. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor; however, if the service side does not face any public right-of-way or residentially zoned property the metal gate shall not be required.
8. 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 onsite system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - a. The primary entrance or entrances to each commercial building, including pad site buildings.
 - b. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development. If less than 100 feet between the closest building façade and property line exists, sidewalk connection to the adjacent property will not be required.
 - c. Parking areas or structures that serve such primary buildings.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- d. Connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network. For Lots 1 and 2, Block 1 Rocking Horse Farm Seventh Addition, one connection on each lot to each public sidewalk will be required.
 - e. Any public sidewalk system along the perimeter streets adjacent to the commercial development.
 - f. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, and office buildings.
9. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped with plantings. The cumulative open space (green space) of each property shall consist of at least ten (10) percent of the total property acreage.
10. As to the Use Categories applicable to the base, "LC", zoning district, the following uses are prohibited:
- a. Detention Facilities
 - b. Self-Service Storage
 - c. Off-Premise Advertising
 - d. Portable Signs
 - e. Vehicle Repair
 - f. Telecommunication Facilities
11. Definitions:
- a. Façade: Any exterior side of a building as viewed from a single direction, typically perpendicular to the exterior side of the building being viewed.
 - b. Depth: A horizontal distance perpendicular to a building façade.
 - c. Elevation: A horizontal orthographic projection of a building onto a vertical plane, parallel to one side of the building.
 - d. Landscaped: To make an area of land more attractive by adding plants.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

(SEAL)

Attest:

Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



CITY ATTORNEY
Nancy J. Morris

**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

ASSISTANT CITY ATTORNEYS

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

July 3, 2024

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

RE: Dangerous Building located at 1449 4th Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact, Conclusions and Order, and Notice regarding the dangerous building proceeding for the property at 1449 4th Avenue South. At its June 24, 2024 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Conclusions and Order, and Notice.

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

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

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

Property Address: 1449 4th Avenue South, Fargo, North Dakota

Property Owner: Lori J. Eveland

A hearing was held before the Board of City Commissioners of the City of Fargo on the 24th day of June 2024 regarding the property located at 1449 4th Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Tyler Wirick, attorney for U.S. Bank National Association (“U.S. Bank”), additionally appeared and provided testimony.

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

FINDINGS OF FACT

1. That Lori J. Eveland. is the owner of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

West 36.6 Feet of South 110 Feet of Lot Two (2), Block One (1), Case, Peake, and Hall
Addition to the city of Fargo

Street address: 1449 4th Avenue South, Fargo, North Dakota, 58103

[hereinafter “Subject Property”].

2. That the mortgage holder, U.S. Bank, instituted a foreclosure action on March 13, 2024 (Case No. 09-2024-CV-01097). The case is ongoing.

3. That on August 18, 2023, Bill Thompson, Building Inspector for the city of Fargo, inspected the Subject Property and found the building, consisting of a one-and-one-half-story, wood-framed structure to be a dangerous building within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the building is unsafe and dangerous in the following respects: (a) attic window is missing; (b) exterior weather barrier around the porch wall opening and damaged entry door; (c) dining and bedroom ceilings have been removed without a permit; (d) kitchen flooring has been removed leaving raw plywood; (e) unpermitted electrical work; (f) multiple areas of exposed wiring on dismantled fixtures and open junction boxes; (g) holes and peeling paint on interior walls; (h) plastic dryer vent; (i) exposed areas of foundation have large cracks; (j) damage to north entry due to forced entry; (k) no water or power service since 2023; and (l) exterior junk throughout the property.

5. That the following conditions exist concerning the Subject Property:

- a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

6. That the information in the files of the Inspections Department stemming from various inspections of the property on or before August 18, 2023, concerning the Subject Property is hereby accepted as true and correct.

7. That Notice of Dangerous Building was posted on the property on or about August 18, 2023, and November 30, 2023, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained

within thirty (30) days from the date of the notice. The Notice of Dangerous Building, dated November 30, 2023, was recorded by the Cass County Recorder's Office as Document No. 1705899 on February 2, 2024.

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the building located at 1449 4th Avenue South, Fargo, North Dakota 58103, is hereby found to be a “dangerous building.”
2. That the owner or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the “dangerous building” should not be repaired or demolished.
3. That despite being ordered that the building on the Subject Property should be repaired, demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the owner or anyone else claiming to have an ownership interest in said building has failed to do so.

IT IS HEREBY ORDERED that Lori J. Eveland or anyone else claiming an ownership interest shall obtain all permits to repair no later than September 23, 2024, and repair or demolish the “dangerous building” located at 1449 4th Avenue South, Fargo, North Dakota by December 20, 2024.

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

[Signature Page to Follow.]

DATED this _____ day of July, 2024.

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

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

ATTEST:

Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: LORI J. EVELAND AND ALL OTHER PERSONS HAVING INTEREST IN THIS
PROPERTY

RE: PROPERTY AT 1449 4th AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the Subject Property may be demolished by the city of Fargo at any time on or after December 20, 2024.

DATED this _____ day of July, 2024.

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

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

ATTEST:

Steven Sprague, City Auditor

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

①

July 3, 2024

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

RE: Dangerous Building located at 909 4th Street North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact, Conclusions and Order, and Notice regarding the dangerous building proceeding for the property at 909 4th Street North. At its June 24, 2024 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Conclusions and Order, and Notice.

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

Sincerely



Alissa R. Farol-Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

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

Property Address: 909 4th Street North, Fargo, North Dakota

Property Owner: Noah T. Gunderson and Sarah M. Gunderson

A hearing was held before the Board of City Commissioners of the City of Fargo on the 24th day of June, 2024 regarding the property located at 909 4th Street North, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Tyler Wirick, attorney for Wilmington Savings Fund Society, FBS, as Owner Trustee of the Residential Credit Opportunities Trust VIII-C (“Wilmington”), additionally appeared and provided testimony.

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

FINDINGS OF FACT

1. That Noah T. Gunderson and Sarah M. Gunderson are the owners of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot Four (4), Block Fifteen (15), Hector’s Addition to the city of Fargo

Street address: 909 4th Street North, Fargo, North Dakota, 58102

[hereinafter “Subject Property”].

2. That the mortgage holder, Wilmington, instituted a foreclosure action and received judgment on January 29, 2024 (Case No. 09-2023-CV-02854). The sale of the property has not occurred.

3. That on April 19, 2024, Bill Thompson, Building Inspector for the city of Fargo, inspected the Subject Property and found the buildings, consisting of a two-story, wood-framed house structure and a detached two-stall garage, to be dangerous buildings within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the buildings are unsafe and dangerous in the following respects: (a) garage roof has a noticeable sag and the rafters show signs of water damage; (b) large amounts of unpermitted electrical in the house and garage structures; (c) entry doors of house and garage are kicked in; (d) multiple broken windows; (e) missing siding on the house; (f) deteriorated weather barrier on house and garage trim, soffit, and fascia; (g) significant rot and deterioration of porch; (h) inhabitable rooms in the basement are used for sleeping purposes; (i) smoke alarms have been removed; (j) noticeable movement in the foundation and exposed foam covering the foundation walls; (k) portions of the kitchen ceiling have been removed; (l) water meter has been tampered with; and (m) drug paraphernalia and large amounts of garbage and junk found.

5. That the following conditions exist concerning the Subject Property:

- a. The buildings are unsafe, fail to provide the amenities essential to decent living, and are unfit for human habitation; and
- b. The buildings are unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

6. That the information in the files of the Inspections Department stemming from various inspections of the property on or before April 19, 2024, concerning the Subject Property is hereby accepted as true and correct.

7. That Notice of Dangerous Building was posted to the house and garage on the property on or about April 22, 2024, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained

within thirty (30) days from the date of the notice. Since the Notice of Dangerous Building was posted, the Subject Property was re-secured twice due to the unauthorized entrance of squatters.

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the buildings located at 909 4th Street North, Fargo, North Dakota 58102, are hereby found to be “dangerous buildings.”
2. That the owners or anyone claiming to have an ownership interest in said buildings have not sufficiently presented cause why the “dangerous buildings” should not be demolished.
3. That despite being ordered that the buildings on the Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the owners or anyone else claiming to have an ownership interest in said building have failed to do so.

IT IS HEREBY ORDERED that Noah T. Gunderson, Sarah M. Gunderson, or anyone else claiming an ownership interest, shall demolish the “dangerous buildings” and remove all building debris located at 909 4th Street North, Fargo, North Dakota by August 23, 2024.

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

DATED this _____ day of July, 2024.

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

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

ATTEST:

Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: NOAH T. GUNDERSON, SARAH M. GUNDERSON, AND ALL OTHER PERSONS
HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 909 4th STREET NORTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo (“Order”) upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the “dangerous buildings” on the Subject Property may be demolished by the city of Fargo at any time on or after August 23, 2024.

DATED this _____ day of July, 2024.

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

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

ATTEST:

Steven Sprague, City Auditor



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: STEVEN SPRAGUE, CITY AUDITOR

SUBJECT: CANVASS OF VOTES FOR JUNE 11, 2024 PRIMARY ELECTION

DATE: JUNE 26, 2024

Attached is a summary of the vote tabulation from election night received from Brandy Madrigga, Cass County Finance Director, regarding the results of the June 2024 Primary Election. It contains an abstract of votes tabulated on Election Day. In the City of Fargo there were an estimated 14,780 votes cast. Additionally, this election used Approval Voting where voters could vote for all the candidates they approve of.

The races on the ballot included two four-year terms for City Commission, seven candidates were listed on the ballot, a four-year terms for Municipal Judge with one candidate running. Two four-year terms for Park Board, with three candidates were running.

The Commission race had seven candidates on the ballot running for a four year term. The candidates were John Strand, Arlette Preston, Al Carlson, Michelle Turnberg, Anna Johnson, Delson Saintal, Nathan Pullen. The vote totals on election night were as follows:

| | |
|-------------------|-------|
| Michelle Turnberg | 6,895 |
| John Strand | 6,650 |
| Al Carlson | 5,775 |
| Arlette Preston | 5,614 |
| Anna Johnson | 3,583 |
| Delson Saintal | 2,407 |
| Nathan Pullen | 1,896 |

The race for Judge had one candidate. The vote totals were as follows:

| | |
|--------------|--------|
| Steve Dawson | 10,265 |
|--------------|--------|

In the Fargo Park Board race, we had three candidates running for two seats. Each position is a four-year term. The candidates were Jerry Rostad, Michael Graalum and Zoe Absey. The votes cast for each candidate were as follows:

| | |
|--------------|-------|
| Jerry Rostad | 6,870 |
|--------------|-------|

| | |
|-----------------|-------|
| Zoe Absey | 6,037 |
| Michael Graalum | 5,157 |

The question of whether the City of Fargo should publish the minutes of Commission meetings was voted on receiving 11,201 YES votes and 1,851 NO votes

The County Canvassing Board met on Monday June 24th at 10 a.m. to certify the results of the election. We ask that you approve and accept the election results as certified by the Cass County Canvassing Board. If you have any questions, please contact me.

Recommended Motion:

Approve and accept the results of the Cass County Canvassing Board and declare; Michelle Turnberg and John Strand as City Commissioners; Steve Dawson as Municipal Judge and Jerry Rostad and Zoe Absey as Park District Commissioners and declare the question on publishing minutes passed.



Finance Office

Telephone: 701-241-5600

Fax: 701-241-5728

SMB-FIN@casscountynd.gov

June 25, 2024

Dear Mr. Sprague,

Please accept this as the official vote for the City of Fargo for the June 11, 2024, Primary Election as Officially Certified by the Cass County Canvass Board:

Commissioner Fargo (vote for no more than NINE names)

| | |
|-------------------|-------|
| Michelle Turnberg | 6,895 |
| Nathan Pullen | 1,896 |
| John Strand | 6,650 |
| Arlette Preston | 5,614 |
| Delson Sainral | 2,407 |
| Al Carlson | 5,775 |
| Anna Johnson | 3,583 |

Municipal Judge Fargo

| | |
|--------------|--------|
| Steve Dawson | 10,265 |
|--------------|--------|

Park Borad Member Fargo Park (vote for no more than TWO names)

| | |
|-----------------|-------|
| Michael Graalum | 5,157 |
| Jerry Rostad | 6,870 |
| Zoe Absey | 6,037 |

Fargo City Measure No. 1

| | |
|-----|--------|
| Yes | 11,201 |
| No | 1,851 |



Brandy Madriga
Cass County Finance Director



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

9a

| | | | | | | | |
|--|---|--|--|--------------------------------------|---------------------------------|--------------------------------------|--|
| Applying for (check one) | | | | | | | |
| <input checked="" type="checkbox"/> Local Permit | <input type="checkbox"/> Restricted Event Permit* | | | | | | |
| Games to be conducted | | <input type="checkbox"/> Raffle by a Political or Legislative District Party | | | | | |
| <input type="checkbox"/> Bingo | <input checked="" type="checkbox"/> Raffle | <input type="checkbox"/> Raffle Board | <input type="checkbox"/> Calendar Raffle | <input type="checkbox"/> Sports Pool | <input type="checkbox"/> Poker* | <input type="checkbox"/> Twenty-One* | <input type="checkbox"/> Paddlewheels* |

*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 EagleRidge Legacy Fund, Inc. | | Dates of Activity (Does not include dates for the sales of tickets) July 18th, 2024 | |
| Organization or Group Contact Person Abbey Heilig | | E-mail aheilg@eagleridgecompanies.com | Telephone Number 701-936-8095 |
| Business Address 3280 Veterans Blvd, Suite 303 | City Fargo | State ND | ZIP Code 58104 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|---|----------------------|-----------------------|--------------------------|
| Site Name EagleRidge Plaza | | County Cass | |
| Site Physical Address 5601 33rd Ave S | 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.) 50/50 Raffle at single event on July 18th, 2024. | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|---|-----------------------------|
| 50/50 Raffle | 50% of the total dollar amount collected. No more than \$8,000. | \$8,000 |
| | | |
| | | |
| Total (limit \$40,000 per year) | | \$ 8,000 |

ADDITIONAL REQUIRED INFORMATION

| | |
|--|--|
| Intended Uses of Gaming Proceeds Proceeds will be used to serve our mission of providing scholarships to students pursuing careers in the construction trades. | |
| Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| | | |
|--|---|---|
| Printed Name of Organization Group's Permit Organizer Abbey Heilig | Telephone Number 701-936-8095 | E-mail Address aheilg@eagleridgecompanies.com |
| Signature of Organization Group's Permit Organizer | Title Marketing Director | Date 7/1/2024 |



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

✓ 1635

96

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 El Zagal Provost | | Dates of Activity (Does not include dates for the sales of tickets) 9/8/24 - 1/5/25 | |
| Organization or Group Contact Person Scott Schafer | E-mail scott@schaferquad.com | Telephone Number 7015417172 | |
| Business Address 1429 3rd St. N | City Fargo | State ND | ZIP Code 58102 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|---|----------------------|-----------------------|--------------------------|
| Site Name EL Zagal Shrine | | County Cass | |
| Site Physical Address 1429 3rd St. 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.) Sundays 10/13 Thurs 12/15 11/5/25 9/8, 9/15, 9/22, 9/29, 10/6, 10/13, 10/20, 11/3, 11/10, 11/17, 11/24, 12/1, 12/8, 12/15, 12/22, 12/29, 12/25 | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|---|-----------------------------|
| 100 square sports board | 17 games with payouts each qtr 1, 2 and 3 \$75, final score \$100 | \$325 per game |
| | | |
| | | |
| Total (limit \$40,000 per year) | | \$ |

ADDITIONAL REQUIRED INFORMATION

| | |
|---|--|
| Intended Uses of Gaming Proceeds Hospital Transportation fund for our patients. | |
| Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 5,525.00 (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| | | |
|---|---------------------------------------|--|
| Printed Name of Organization Group's Permit Organizer Scott Schafer | Telephone Number 7015417172 | E-mail Address scott@schaferquad.com |
| Signature of Organization Group's Permit Organizer | Title Organizer | Date 6/17/2024 |



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

pd✓

90

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 Fargo Gateway Lions | | Dates of Activity (Does not include dates for the sales of tickets) July 16, 2024 | |
| Organization or Group Contact Person Darrell Costain | E-mail d-a-costain@msn.com | Telephone Number 701-730-4575 | |
| Business Address | City | State | ZIP Code |
| Mailing Address (if different) 527 Kingston Place | City West Fargo | State ND | ZIP Code 58078 |

SITE INFO

| | |
|--|--------------------------|
| Site Name Fargo South High School | County Cass |
| Site Physical Address 1840 15th 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.) 7/16/24 | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|---|-----------------------------|
| 50-50 Raffle | Lions will sell \$1.00 chances with half proceeds to winner | 250 |
| | | |
| Total (limit \$40,000 per year) | | \$ 250 |

ADDITIONAL REQUIRED INFORMATION

| |
|--|
| Intended Uses of Gaming Proceeds All proceeds go to local charities and Lions initiatives |
| Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

| | | |
|---|--|--|
| Printed Name of Organization Group's Permit Organizer Darrell Costain | Telephone Number 701-730-4575 | E-mail Address d-a-costain@msn.com |
| Signature of Organization Group's Permit Organizer Darrell Costain | Title Co-chairperson for games | Date 6-18-24 |



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

pd

9d

| | | | | | | | |
|--|--|--|--|--------------------------------------|---------------------------------|--------------------------------------|--|
| Applying for (check one) | | | | | | | |
| <input checked="" type="checkbox"/> Local Permit | | <input type="checkbox"/> Restricted Event Permit* | | | | | |
| Games to be conducted | | <input type="checkbox"/> Raffle by a Political or Legislative District Party | | | | | |
| <input type="checkbox"/> Bingo | <input checked="" type="checkbox"/> Raffle | <input type="checkbox"/> Raffle Board | <input type="checkbox"/> Calendar Raffle | <input type="checkbox"/> Sports Pool | <input type="checkbox"/> Poker* | <input type="checkbox"/> Twenty-One* | <input type="checkbox"/> Paddlewheels* |

*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 North High Football | | Dates of Activity (Does not include dates for the sales of tickets) 07/23/2024 | |
| Organization or Group Contact Person Sonya Kiehl | | E-mail sonyakiehl@yahoo.com | Telephone Number 701-212-7183 |
| Business Address 801 17th Avenue North | | City Fargo | State ND |
| | | | ZIP Code 58102 |
| Mailing Address (if different) | | City | State |
| | | | ZIP Code |

SITE INFO

| | | | |
|--|--|-----------------------|--------------------------|
| Site Name El Zagal | | County Cass | |
| Site Physical Address 1429 3rd Street North | | 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.) 7/23/24 | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|---------------------------------------|-----------------------------|
| Meat Raffle | 9 drawings valued at \$50 each | 450.00 |
| | | |
| | | |
| Total (limit \$40,000 per year) | | \$ 450.00 |

ADDITIONAL REQUIRED INFORMATION

| | |
|--|--|
| Intended Uses of Gaming Proceeds All proceeds to be used for team refreshments, meals and snack during practices, bus trips and team building events. | |
| Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| | | |
|---|---|---|
| Printed Name of Organization Group's Permit Organizer Sonya Kiehl | Telephone Number 701-212-7183 | E-mail Address sonyakiehl@yahoo.com |
| Signature of Organization Group's Permit Organizer <i>Sonya Kiehl</i> | Title Football Parent Chairperson | Date 07-26-24 |



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
 SFN 9338 (2-2023)

(Handwritten initials: ge)

| | | | | | | | |
|--|---|--|--|--------------------------------------|---------------------------------|-------------------------------------|--|
| Applying for (check one) | | | | | | | |
| <input checked="" type="checkbox"/> Local Permit | <input type="checkbox"/> Restricted Event Permit* | | | | | | |
| Games to be conducted | | <input type="checkbox"/> Raffle by a Political or Legislative District Party | | | | | |
| <input type="checkbox"/> Bingo | <input checked="" type="checkbox"/> Raffle | <input type="checkbox"/> Raffle Board | <input type="checkbox"/> Calendar Raffle | <input type="checkbox"/> Sports Pool | <input type="checkbox"/> Poker* | <input type="checkbox"/> Twenty-One | <input type="checkbox"/> Paddlewheels* |

*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 North High School | | Dates of Activity (Does not include dates for the sales of tickets) 4/5/2025 | |
| Organization or Group Contact Person Dan Shultis - Prom | | E-mail shultid@fargo.k12.nd.us | Telephone Number 701-446-2407 |
| Business Address 801 17th Ave North | City Fargo | State ND | ZIP Code 58102 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|---|----------------------|-----------------------|--------------------------|
| Site Name Fargo North High School | | County Cass | |
| Site Physical Address 801 17th Ave North | 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.) 4/5/2025 | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|-------------------------------|-----------------------------|
| 50/50 Raffle | Split cash prize 50/50 | 500.00 |
| | | |
| | | |
| Total (limit \$40,000 per year) | | \$ 500.00 |

Intended Uses of Gaming Proceeds

Funds will go in Prom Fund 61 account.

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

| | | | |
|---|--|--|--|
| Name Dan Shultis | Title Assistant Principal/Activity Coordinator | Telephone Number 701-446-2407 | E-mail Address shultid@fargo.k12.nd.us |
| Signature of Organization or Group's Top Official <i>(Handwritten Signature)</i> | | Title Assistant Principal/Activity Coordinator | Date 6/4/2024 |



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (2-2023)

(9f)

| | | | | | | | |
|--|--|---------------------------------------|--|---|--|--------------------------------------|--|
| Applying for (check one) | | | | | | | |
| <input checked="" type="checkbox"/> Local Permit | | | | <input type="checkbox"/> Restricted Event Permit* | | | |
| Games to be conducted | | | | | | | |
| <input type="checkbox"/> Bingo | | | | <input checked="" type="checkbox"/> Raffle | | | |
| <input type="checkbox"/> Raffle by a Political or Legislative District Party | | <input type="checkbox"/> Raffle Board | | <input type="checkbox"/> Calendar Raffle | | <input type="checkbox"/> Sports Pool | |
| <input type="checkbox"/> Poker* | | <input type="checkbox"/> Twenty-One | | <input type="checkbox"/> Paddlewheels* | | | |

*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 North High School - Coli | | Dates of Activity (Does not include dates for the sales of tickets) November 2024 - February 2025 | |
| Organization or Group Contact Person Dan Shultis - Boys and Girls Hockey | | E-mail shultid@fargo.k12.nd.us | Telephone Number 701-446-2407 |
| Business Address 801 17th Ave NE | City Fargo | State ND | ZIP Code 58102 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|--|----------------------|-----------------------|--------------------------|
| Site Name Fargo North High School | | County Cass | |
| Site Physical Address 801 17th Ave North | 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.) | | | |
| Schedules are attached 11/11/24-2/14/25 Home Games | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|-------------------------|-----------------------------|
| 50/50 Raffle | Cash 50/50 split | 5,000.00 |
| | | |
| | | |
| Total (limit \$40,000 per year) | | \$ 5,000.00 |

Intended Uses of Gaming Proceeds

| | |
|--|--|
| Fund will go into Fund 61 accounts | |
| Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) | |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: (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.) | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| | | | |
|---|--|---|--|
| Name Dan Shultis | Title Assistant Principal/Activities Coordinator | Telephone Number 701-446-2407 | E-mail Address shultid@fargo.k12.nd.us |
| Signature of Organization or Group's Top Official | | Date 6/4/2024 | |



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (2-2023)

(agp)

| | | | | | | | |
|--|---|--|--|--------------------------------------|---------------------------------|-------------------------------------|--|
| Applying for (check one) | | | | | | | |
| <input checked="" type="checkbox"/> Local Permit | <input type="checkbox"/> Restricted Event Permit* | | | | | | |
| Games to be conducted | | <input type="checkbox"/> Raffle by a Political or Legislative District Party | | | | | |
| <input type="checkbox"/> Bingo | <input checked="" type="checkbox"/> Raffle | <input type="checkbox"/> Raffle Board | <input type="checkbox"/> Calendar Raffle | <input type="checkbox"/> Sports Pool | <input type="checkbox"/> Poker* | <input type="checkbox"/> Twenty-One | <input type="checkbox"/> Paddlewheels* |

*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 North High School | | Dates of Activity (Does not include dates for the sales of tickets) August 2024 - January 2025 <i>12/7/24</i> | |
| Organization or Group Contact Person Dan Shultis - Dance | E-mail shultid@fargo.k12.nd.us | Telephone Number 701-446-2407 | |
| Business Address 801 17th Ave North | City Fargo | State ND | ZIP Code 58102 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|--|----------------------|-----------------------|--------------------------|
| Site Name Fargo North High School | | County Cass | |
| Site Physical Address 801 17th Ave North | 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.) 12/7/2024 | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|-------------------------|-----------------------------|
| 50/50 Raffle | 50/50 split cash | 500.00 |
| | | |
| | | |
| Total (limit \$40,000 per year) | | \$ 500.00 |

Intended Uses of Gaming Proceeds

The funds will go back into our Fund 61 account

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

| | | | |
|---|--|--|--|
| Name Dan Shultis | Title Assistant Principal/Activity | Telephone Number 701-446-2407 | E-mail Address shultid@fargo.k12.nd.us |
| Signature of Organization or Group's Top Official <i>(Signature)</i> | | Title Assistant Principal/Activity Coordinator | Date 6/4/2024 |



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (2-2023)

(Handwritten initials: GH)

| | | | | | | | |
|--|---|--|--|--------------------------------------|---------------------------------|-------------------------------------|--|
| Applying for (check one) | | | | | | | |
| <input checked="" type="checkbox"/> Local Permit | <input type="checkbox"/> Restricted Event Permit* | | | | | | |
| Games to be conducted | | <input type="checkbox"/> Raffle by a Political or Legislative District Party | | | | | |
| <input type="checkbox"/> Bingo | <input checked="" type="checkbox"/> Raffle | <input type="checkbox"/> Raffle Board | <input type="checkbox"/> Calendar Raffle | <input type="checkbox"/> Sports Pool | <input type="checkbox"/> Poker* | <input type="checkbox"/> Twenty-One | <input type="checkbox"/> Paddlewheels* |

*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 North High School | | Dates of Activity (Does not include dates for the sales of tickets) August 2024 - May 2025 8/8/24 - 2/21/25 | |
| Organization or Group Contact Person Dan Shultis - Football/Volleyball/Basketball/Track and Field | | E-mail shultid@fargo.k12.nd.us | Telephone Number 701-446-2407 |
| Business Address 801 17th Ave North | City Fargo | State ND | ZIP Code 58102 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|--|----------------------|-----------------------|--------------------------|
| Site Name Spartandome | | County Cass | |
| Site Physical Address 801 17th Ave North | 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.) | | | |
| Schedules are attached. 8/8/24 - 2/21/25 Home Games | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|----------------------|-----------------------------|
| 50/50 Raffle | Cash 50/50 split | 20,000.00 |
| | | |
| | | |
| Total (limit \$40,000 per year) | | \$ 20,000.00 |

Intended Uses of Gaming Proceeds

Funds will go into Fund 61 accounts.

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

| | | | |
|---|--|--|--|
| Name Dan Shultis | Title Assistant Principal/Activities Coordinator | Telephone Number 701-446-2407 | E-mail Address shultid@fargo.k12.nd.us |
| Signature of Organization or Group's Top Official <i>(Handwritten Signature)</i> | | Title Assistant Principal/Activities Coordinator | Date 6/4/2024 |



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

fd

9i

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 <i>Holy Spirit Catholic Church</i> | | Dates of Activity (Does not include dates for the sales of tickets) <i>10/13/2024</i> | |
| Organization or Group Contact Person <i>Jay Devitt</i> | E-mail <i>jay@holyspiritfargo.com</i> | Telephone Number <i>701 232-5900</i> | |
| Business Address <i>1420 7th St. N.</i> | City <i>Fargo</i> | State <i>ND</i> | ZIP Code <i>58102</i> |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|---|----------------------|-----------------------|--------------------------|
| Site Name <i>Holy Spirit Catholic Church</i> | | County <i>CASS</i> | |
| Site Physical Address <i>1420 7th St. N.</i> | City <i>Fargo</i> | State <i>ND</i> | ZIP Code <i>58102</i> |
| 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.) <i>10/13/2024</i> | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|---|-----------------------------|
| Raffle | Cash prizes of \$1,000 (1); \$500 (1); \$400 (1); \$100 (5) | \$2,400.00 |
| | | |
| | | |
| Total (limit \$40,000 per year) | | \$2,400.00 |

ADDITIONAL REQUIRED INFORMATION

| | |
|--|--|
| Intended Uses of Gaming Proceeds <i>Church General Fund use</i> | |
| Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| | | |
|--|---|--|
| Printed Name of Organization Group's Permit Organizer <i>Jay Devitt</i> | Telephone Number <i>701-232-5900</i> | E-mail Address <i>jay@holyspiritfargo.com</i> |
| Signature of Organization Group's Permit Organizer <i>[Signature]</i> | Title <i>Business Manager</i> | Date <i>7/1/24</i> |

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT



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

9j

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 North Dakota Backcountry Hunters & Anglers | | Dates of Activity (Does not include dates for the sales of tickets) 8/01/2024 | |
| Organization or Group Contact Person James O'Shea | E-mail oshea.james@outlook.com | Telephone Number 701-740-8953 | |
| Business Address 2717 2nd St NE | City Watford City | State ND | ZIP Code 58854 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|---|----------------------|-----------------------|--------------------------|
| Site Name Fargo Theatre - Hosting the Full Draw Film Tour | | County Cass | |
| Site Physical Address 314 Broadway N #4715 | 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 for Prizes day of the event 8/01/24 50/50 Raffle day of the event 8/01/24 | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|--|-----------------------------|
| 50/50 Raffle | 50% Cash raised goes to the winner | 100 500 |
| General Raffle | 200 Benchmade GC, \$250 Stka GC, Danner Boots, Mountain House Buckle | \$880 |
| Total (limit \$40,000 per year) | | \$ 880.00 |

ADDITIONAL REQUIRED INFORMATION

| | |
|---|--|
| Intended Uses of Gaming Proceeds Fund North Dakota Wildlife Conservation and Public Land Access Projects | |
| Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: \$7,447.95 (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| | | |
|--|---|--|
| Printed Name of Organization Group's Permit Organizer James O'Shea | Telephone Number 701-740-8953 | E-mail Address oshea.james@outlook.com |
| Signature of Organization Group's Permit Organizer | Title Co-Chair of ND Chapter | Date 6/24/24 |



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (5-2023)

OK

pd ✓

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 St Anthony of Padua Parish Fall Bazaar | | Dates of Activity (Does not include dates for the sales of tickets) September 24th, 2024 <i>Sept. 29, 2024</i> | |
| Organization or Group Contact Person Bonnie Kroetsch | E-mail bonnie.kroetsch@icloud.com | Telephone Number 701-235-9515 | |
| Business Address 710 10th St S | City Fargo | State ND | ZIP Code 58103 |
| Mailing Address (if different) 1419 7th Ave S | City Fargo | State ND | ZIP Code 58103 |

SITE INFO

| | | | |
|---|----------------------|-----------------------|--------------------------|
| Site Name St Anthony of Padua Catholic Church | | County Cass | |
| Site Physical Address 710 10th St 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.) Raffle once on 09/29/2024 Bingo once on 09/29/2024 | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|----------------------|--|
| Raffle | \$500 Cash Prize | \$500 |
| Raffle | Yeti Cooler | \$400 |
| Raffle | 55 Inch Smart TV | \$375 |
| Total (limit \$40,000 per year) | | \$ <i>2375⁰⁰/₁₀₀</i> |

Intended Uses of Gaming Proceeds

Heating System repairs

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: **\$2250** (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 Bonnie Kroetsch | Telephone Number 701-235-9515 | E-mail Address bonnie.kroetsch@icloud.com |
| Signature of Organization Group's Permit Organizer <i>Bonnie Kroetsch</i> | Title Raffle Chairman | Date 6-26-24 |

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Extension – Horsepark

DATE: July 3, 2024

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from Horse Race North Dakota d/b/a The North Dakota Horse Park until June 30, 2025.

The Horse Park is not ready to use the liquor license at this time and would like an exemption from selling alcohol until next year.

Please see the attached letter from the legal representative.

Please approve an extension of 25-1512 for Horse Race North Dakota d/b/a The North Dakota Horse Park until June 30, 2025

Recommended Motion:

Move to approve an extension of the requirements of 25-1512 to The North Dakota Horse Park until June 30, 2025.



Horse Race North Dakota
PO BOX 1917
Fargo, ND 58107

City of Fargo
Auditors Office
225 4th St N
Fargo, ND 58102

Dear: City of Fargo Auditor's Office:

This is to inform you that the North Dakota Horse Park will not be using our liquor license this coming year (7/1/24 - 6/30/25). We are requesting an exemption to FMC 25-1512. Thank you for your consideration in this matter.

Sincerely,

Hugh Alan Drexler
General Manager
North Dakota Horse Park
Fargoracinggm@gmail.com
602-695-9230

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(11)

Project No. FM-21-A2 Type: Change Order #2 & Time Extension

Location: Red River at University Dr & 52nd Ave S Date of Hearing: 7/1/2024

| | |
|-----------------|--------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>7/8/2024</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Roger Kluck</u> |

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Change Order #2 in the amount of \$19,225.19 for additional work and a time extension due to the excessive rain in May and June. The time extension adjusts the Substantial Completion date from June 1, 2024 to July 1, 2024 and Final Completion date from July 1, 2024 to September 30, 2024.

Staff is recommending approval of Change Order #2 in the amount of \$19,225.19, which brings the total contract amount to \$2,503,181.74 and time extension.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #2 and time extension to Excavating Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$19,225.19, bringing the total contract amount to \$2,503,181.74 and time extension to Excavating Inc.

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 | <u>N/A</u> | <u>N/A</u> |
| Agreement for payment of specials required of developer | <u>N/A</u> | <u>N/A</u> |
| Letter of Credit required (per policy approved 5-28-13) | <u>N/A</u> | <u>N/A</u> |

COMMITTEE

| | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|---|-------------------------------------|-------------------------------------|--------------------------|--|
| | | | | <u><input checked="" type="checkbox"/></u> |
| 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"/> | <u>Mark Williams</u> |
| 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"/> | <u>Nathan Boerboom</u> |
| Susan Thompson, Finance Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain

CC: Jody Bertrand, Storm Water Engineer; Nathan Boerboom, Asst. City Engineer

Date: June 21, 2024

Re: Project # FM-21-A2 Red River Erosion Protection & Bank Stabilization University Dr S and 52 Ave S
Change Order No. 2

Background

The project construction started in February 2023. During stabilization of the river shoreline and the removal of excess earthen materials, the access road on the river side of the floodwall was used extensively and needs repair. The existing service road was recycled concrete so we are going to add recycled concrete to restore the road. During the moving of the light pole on 52nd Avenue, we found that existing street light power cables and 2 street light electrical pull boxes were damaged and needing repair. During repair of the slide area on 52nd Avenue, a section of 15" reinforced concrete pipe needed to be replaced. While completing the slide removal on 52nd Avenue, we determined that there was not enough existing topsoil to provide a good seedbed for the grass replacement so topsoil was hauled in to complete the slope restoration. Excessive rains in late May and June and late season high water in the Red River has contributed to the need to delay the substantial completion date and final completion date for the project to allow adequate time for final slope restoration and seed growth. Total cost for Change Order No. 2 is \$19,225.19.

Houston Engineering and Fargo Engineering recommends approval of these changes. Funding for this project will come from Fund 460.

Recommended Motion

Approve Change Order No. 2 for a cost of \$19,225.19.

REK/jmg
Attachment

RED RIVER EROSION PROTECTION & BANK STABILIZATION UNIVERSITY DR S AND
52ND AVE S

| | | | |
|-----------------|-------------------------|-------------------|-----------|
| Change Order No | 2 | Change Order Date | 6/14/2024 |
| Contractor | Excavating, Inc - Fargo | | |

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

EXPLANATION OF CHANGE Change Order # 2

This change order covers the following changed items: Crushed concrete was imported to restore the service road from 52nd avenue to the Fargo Park District pump station. Street light wires were found to be in need of replacement as well as 2 each damaged electrical pull boxes in the slide area. six (6) lineal feet of 15" RCP within the slide area of 52nd Avenue needed to be replaced. Topsoil within the slide excavation area was short so we had the contractor haul in topsoil to provide a good seed bed. Due to the high amount of late May and June rains and the resulting late season high water in the Red River the project substantial completion date and final completion dates are being extended to allow time for seeding and seed growth before the project can be finalized.

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|--------------------------|---------|-----------------------------------|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Change Order 2 | 23 | F&I Pipe w/GB 15" Dia Reinf Conc | LF | 0 | | 0 | 6 | 6 | \$310.84 | \$1,865.04 |
| | 24 | Topsoil - Import | CY | 0 | | 0 | 192 | 192 | \$43.50 | \$8,352.00 |
| | 25 | Fill - Import Special | CY | 0 | | 0 | 90 | 90 | \$54.50 | \$4,905.00 |
| | 26 | Repair Street Light Miscellaneous | EA | 0 | | 0 | 1 | 1 | \$4,103.15 | \$4,103.15 |
| Change Order 2 Sub Total | | | | | | | | | | \$19,225.19 |

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Infrastructure (Flood) Sales Tax Fund 460
\$19,225.19
\$99,725.00
\$2,384,231.55
\$2,503,181.74

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

CONTRACT DATES

Current Substantial Completion Date

6/1/2024

Additional Days Substantial

Completion 30

New Substantial Completion Date

7/1/2024

Current Final Completion Date

7/1/2024

Additional Days Final Completion

92

New Final Completion Date

9/30/2024

Interim Completion Dates

APPROVED

For Contractor

Title Estimator/Project Manager



APPROVED DATE

7/2/2024

Department Head

Mayor

Attest



FOR TOM KWAK.MAKS



Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

(12)

July 3, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. PR-24-F2

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, July 3rd, 2024, for Micro Surfacing, Project No. PR-24-F2, located as follows: On 37th Street North between 40th Avenue North and 46th Avenue North, and on 40th Avenue North between 32nd Street North and the Red River bridge.

The bids were as follows:

| | |
|---------------------------|--------------|
| Asphalt Surface Tech Corp | \$538,918.12 |
|---------------------------|--------------|

| | |
|--------------------|--------------|
| Engineers Estimate | \$511,708.52 |
|--------------------|--------------|

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Asphalt Surface Tech Corp. in the amount of \$538,918.12 as the lowest and best bid.

Sincerely,

Nathan Boerboom

Assistant City Engineer

Engineer's Statement Of Cost

Project # PR-24-F2

Micro Surfacing

On 37th Street North between 40th Avenue North and 46th Avenue North, and on 40th Avenue North between 32nd Street North and the Red River bridge.

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 Nathan Boerboom, do hereby certify as follows:

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

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

Micro Surfacing Project # PR-24-F2 of the City of Fargo, North Dakota.

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|---------------------------------|---|------|-----------|-----------------|-------------------|
| Paving | | | | | |
| 1 | Mobilization | LS | 1.00 | 54,000.00 | 54,000.00 |
| 2 | F&I Pavement Mix Wear Course Asph | Ton | 50.00 | 770.00 | 38,500.00 |
| 3 | F&I Aggregate - Microsurfacing Type III | Ton | 659.00 | 221.00 | 145,639.00 |
| 4 | F&I Asphalt Emulsion - Microsurfacing | Gal | 21,556.00 | 2.75 | 59,279.00 |
| 5 | Obliterate Pavement Markings | SF | 16,580.00 | 2.75 | 45,595.00 |
| 6 | Temp Paint Line 4" Wide | LF | 45,388.00 | 0.44 | 19,970.72 |
| 7 | Paint Epoxy Line 4" Wide | LF | 43,090.00 | 2.64 | 113,757.60 |
| 8 | Paint Epoxy Line 8" Wide | LF | 2,298.00 | 6.60 | 15,166.80 |
| 9 | Paint Epoxy Line 16" Wide | LF | 74.00 | 27.50 | 2,035.00 |
| 10 | Paint Epoxy Line 24" Wide | LF | 160.00 | 49.50 | 7,920.00 |
| 11 | Paint Epoxy Message | SF | 401.00 | 55.00 | 22,055.00 |
| 12 | Traffic Control - Type 1 | LS | 1.00 | 15,000.00 | 15,000.00 |
| Paving Total | | | | | 538,918.12 |
| Total Construction in \$ | | | | | 538,918.12 |

| | | |
|--|--------|-------------------|
| Engineering | 10.00% | 53,891.81 |
| Admin | 4.00% | 21,556.72 |
| Legal | 3.00% | 16,167.54 |
| Interest | 4.00% | 21,556.72 |
| Contingency | 5.00% | 26,945.91 |
| Total Estimated Costs | | 679,036.82 |
| Sales Tax Funds - Infrastructure - 420 | | 476,259.82 |
| Utility Funds - Street Lights - 528 | | 202,777.00 |
| Unfunded Costs | | 0.00 |

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

Date: 07/03/2024



Nathan Boerboom

Assistant City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-23-C1 Type: Final Balancing Change Order #4

Location: 26th St S, 67th Ave – 69th Ave & Fulton Lp S, Date of Hearing: 7/1/2024
25th St – 26th St

| | |
|-----------------|----------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>7/8/2024</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Jason Leonard</u> |

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, regarding Final Balancing Change Order #4 in the amount of \$34,758.84, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #4 in the amount of \$34,758.84, bringing the total contract amount to \$1,819,938.82.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #4 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #4 in the amount of \$34,758.84, bringing the total contract amount to \$1,819,938.82 to Dakota Underground.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

| | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|---|-------------------------------------|-------------------------------------|--------------------------|------------------|
| | | | | <u>✓</u> |
| 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"/> | Mark Williams |
| 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"/> | Nathan Boerboom |
| Susan Thompson, Finance Director | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

ATTEST:

C: Kristi Olson


Nathan Boerboom, P.E.
Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Matthew Jennings, Project Manager
Date: June 27, 2024
Re: Improvement District No. BN-23-C1 – Final Balancing Change Order #4

Background:

Improvement District No. BN-23-C1 is for the new construction of underground utilities, asphalt pavement and incidentals on 26th St S between 67th Ave S & 69th Ave S & Fulton Loop S, west of 25th St S along 26th St S.

Dakota Underground is the prime contractor on this project.

Attached is the Final Balancing Change Order in the amount of \$34,758.84. The Contractor met the requirements of the contract and it has been accepted by the City of Fargo. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

| | |
|------------------------|---------------------|
| Original Contract: | \$1,666,648.81 |
| Change Order #1 | \$ 1,932.70 |
| Change Order #2 | \$ 1,500.90 |
| Change Order #3 | \$ 115,097.57 |
| Change Order #4 (FBCO) | <u>\$ 34,758.84</u> |

| | |
|-----------------|----------------|
| Total Contract: | \$1,819,938.82 |
|-----------------|----------------|

Recommended Motion:

Approve Change Order #4 (Final Balancing) in the amount of \$34,758.84 for Improvement District BN-23-C1.

MCJ/jmg
Attachment



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-C1

ON 26TH ST S BETWEEN 67TH AVE S & 69TH AVE S & FULTON LOOP S, WEST OF
25TH ST S ALONG 26TH ST S.

Final Balancing
Change Order

| | | | |
|-----------------|---------------------------|-------------------|-----------|
| Change Order No | 4 | Change Order Date | 6/10/2024 |
| Contractor | Dakota Underground Co Inc | | |

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

EXPLANATION OF CHANGE Change Order # 4

The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

| 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 (\$) |
|---------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Paving | 3 | Subcut | CY | 469 | | 469 | -469 | 0 | \$7.00 | -\$3,283.00 |
| | 7 | F&I Edge Drain 4" Dia PVC | LF | 3088 | 102 | 3172 | 18 | 3190 | \$11.00 | \$198.00 |
| | 8 | F&I Curb & Gutter Mountable (Type I) | LF | 3172 | | 3172 | 54 | 3226 | \$27.00 | \$1,458.00 |
| | 9 | Remove Curb & Gutter | LF | 10 | | 10 | 16.5 | 26.5 | \$15.00 | \$247.50 |
| | 10 | F&I Sidewalk 4" Thick Reinf Conc | SY | 358.29 | 105 | 365 | -0.71 | 364.29 | \$65.00 | -\$46.15 |
| | 11 | F&I Sidewalk 6" Thick Reinf Conc | SY | 15 | | 15 | -0.04 | 14.96 | \$70.00 | -\$2.80 |
| | 12 | Remove Sidewalk 4" Thick Conc | SY | 5 | | 5 | -5 | 0 | \$15.00 | -\$75.00 |
| | 13 | F&I Det Wam Panels Cast Iron | SF | 36 | | 36 | -4 | 32 | \$55.00 | -\$220.00 |
| | 14 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 1538 | | 1538 | 38.1 | 1576.1 | \$97.00 | \$3,695.70 |
| | 15 | Casting to Grade - Blvd | EA | 12 | 6 | 17 | -2 | 15 | \$500.00 | -\$1,000.00 |

| 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 (\$) |
|--------------------------|---------|--|------|---------------|--------------|---------------|--------------|---------------------------------|-----------------|--------------------|
| Sanitary Sewer | 17 | GV Box to Grade - Blvd | EA | 0 | 6 | 2 | 1 | 3 | \$500.00 | \$500.00 |
| | 18 | GV Box to Grade - no Conc | EA | 6 | | 6 | -1 | 5 | \$1,000.00 | -\$1,000.00 |
| | 20 | Mulching Type 1 Hydro | SY | 32001 | 15107 | 3655 | 33290 | 36945 | \$0.55 | \$18,309.50 |
| | 21 | Seeding Type C | SY | 25480 | | 25480 | 11465 | 36945 | \$0.33 | \$3,783.45 |
| | | | | | | | | Paving Sub Total | | \$22,565.20 |
| Sanitary Sewer | 22 | F&I 1-1/4" Trench Found Rock 4" thru 12" Dia | LF | 600 | | 600 | -600 | 0 | \$0.01 | -\$6.00 |
| | 26 | F&I Pipe SDR 26 - 6" Dia PVC | LF | 2410 | | 2410 | 80 | 2490 | \$34.00 | \$2,720.00 |
| | | | | | | | | Sanitary Sewer Sub Total | | \$2,714.00 |
| Storm Sewer | 29 | F&I Manhole 4' Dia Reinf Conc | EA | 3 | | 3 | 1 | 4 | \$5,700.00 | \$5,700.00 |
| | 32 | F&I Inlet - Round (RDI) Reinf Conc | EA | 8 | | 8 | -1 | 7 | \$2,360.00 | -\$2,360.00 |
| | | | | | | | | Storm Sewer Sub Total | | \$3,340.00 |
| Miscellaneous | 58 | F&I Mailbox Pad | EA | 4 | | 4 | 0.66 | 4.66 | \$350.00 | \$231.00 |
| | 61 | Mulching Type 2 Straw | SY | 27621 | | 27621 | -27621 | 0 | \$0.23 | -\$6,352.83 |
| | 64 | Sediment Control Log 6" to 8" Dia | LF | -1125 | 3525 | 50 | -50 | 0 | \$3.00 | -\$150.00 |
| | 66 | Inlet Protection - Existing Inlet | EA | -1 | 17 | 11 | -4 | 7 | \$200.00 | -\$800.00 |
| | | | | | | | | Miscellaneous Sub Total | | -\$7,071.83 |
| Paving - Shared Use Path | 77 | Modify Manhole | EA | 2 | | 2 | -1 | 1 | \$2,000.00 | -\$2,000.00 |
| | 81 | F&I Curb & Gutter Standard (Type II) | LF | 75 | 170 | 170 | 10 | 180 | \$35.00 | \$350.00 |
| | 82 | Remove Curb & Gutter | LF | 65 | | 65 | 11 | 76 | \$15.00 | \$165.00 |
| | 84 | F&I Sidewalk 5" Thick Reinf Conc | SY | 1923 | 2895 | 2895 | 15 | 2910 | \$65.00 | \$975.00 |

| 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 (\$) |
|----------------|---------|---|------|------------------------------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| | 86 | Remove Sidewalk All Thicknesses All Types | SY | 32.6 | 36 | 36 | 7.6 | 43.6 | \$20.00 | \$152.00 |
| | 88 | Casting to Grade - Blvd | EA | 4 | 6 | 6 | 1 | 7 | \$700.00 | \$700.00 |
| | 90 | Mulching Type 1 Hydro | SY | 29132 | 15107 | 15107 | 18969 | 34076 | \$0.55 | \$10,432.95 |
| | 91 | Seeding Type B | SY | 18396 | 15107 | 15107 | 8233 | 23340 | \$0.44 | \$3,622.52 |
| | 93 | Sediment Control Log 6" to 8" Dia | LF | 1268 | 3525 | 3525 | -1132 | 2393 | \$3.00 | -\$3,396.00 |
| | 95 | Paint Epoxy Message | SF | 61 | 47 | 47 | 34 | 81 | \$110.00 | \$3,740.00 |
| | | | | Paving - Shared Use Path Sub Total | | | 102 | 0 | \$15.00 | -\$1,530.00 |
| | 104 | F&I Edge Drain 4" Dia PVC | LF | -102 | 102 | 102 | -102 | | | |
| | | | | Change Order 3 Sub Total | | | | | | -\$1,530.00 |
| | | | | | | | | | | |
| Change Order 3 | | | | | | | | | | |

Summary

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments

\$34,758.84

\$118,531.17

\$1,666,648.81

\$1,819,938.82

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

APPROVED

For Contractor

Title

Jared Heller, PE

Dakota Underground Company

Project Manager

APPROVED DATE

Department Head

Mayor

Attest

7/3/2024
John Berdan *For Tom KNAK MUNS*

REPORT OF ACTION

(14)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-23-E1

Type: Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 7/1/2024

Routing

City Commission

Date

7/8/2024

PWPEC File

X

Project File

Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Final Balancing Change Order #2 in the amount of \$14,992.50, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$14,992.50, bringing the total contract amount to \$3,886,119.28.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #2 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Final Balancing Change Order #2 in the amount of \$14,992.50, bringing the total contract amount to \$3,886,119.28 to Border States Paving.

PROJECT FINANCING INFORMATION:

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

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

Yes No

N/A

N/A

N/A


COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Brenda Derrig, Assistant City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

| Present | Yes | No | Unanimous |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mark Williams |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Nathan Boerboom |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Jason Hoogland, Project Manager
Date: June 26, 2024
Re: Project No. PR-23-E1 – Final Balancing Change Order #2

Background:

Project No. PR-23-E1 is a project to mill & overlay streets in the City. This work was done in 4 areas of the City.

Final Balancing Change Order #2 reconciles the final quantities for the project. It is for \$14,922.50 and brings the final total amount for the project to \$3,886,119.28. This project is funded with Special Assessments & City Funds.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$14,922.50 for the additional work as requested by Engineering.

JMH/jmg
Attachment

CHANGE ORDER REPORT

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-23-E1

SECTION 1 - 7TH AVE S TO 13TH AVE S BETWEEN 45TH ST S TO 52ND ST S,
SECTION 2 - 17TH AVE S TO 21ST AVE S BETWEEN 45TH ST S TO 52ND ST S,
SECTION 3 - 23RD AVE S TO 32ND AVE S BETWEEN 25TH ST S TO 36TH ST S,
SECTION 4 - 40TH AVE S TO 46TH AVE S BETWEEN TIMBERLINE DR. S TO 36TH ST S

Final Balancing
Change Order

Change Order No 2 Change Order Date 6/26/2024
Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 2

Final Balancing Change Order

| 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 1 | 1 | Repair Inlet | EA | 9 | | | 9 | 12 | \$841.00 | \$10,092.00 |
| | | F&I Repair | | | | | | | | |
| | 2 | Band 4" thru 12" Dia | EA | 9 | | | 9 | 2 | \$1,260.00 | \$2,520.00 |
| | | Adjust Curb & Gutter - | | | | | | | | |
| | 3 | Mud/Sand Jack | LF | 159 | 5190 | 2000 | 349 | 2349 | \$15.80 | \$5,514.20 |
| 4 | | Rem & Repl Curb & Gutter | LF | 760.7 | 2500 | 1000 | 260.7 | 1260.7 | \$72.50 | \$18,900.75 |
| | | F&I Sidewalk | | | | | | | | |
| 5 | | 6" Thick Reinf Conc | SY | 180 | | 180 | -4.32 | 175.68 | \$99.90 | -\$431.57 |

| 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 (\$) |
|---------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| | | Remove | | | | | | | | |
| | 6 | Sidewalk All Thicknesses All Types | SY | 175 | | | 175 | 158.32 | \$21.00 | -\$350.28 |
| | | Adjust | | | | | | | | |
| | 7 | Driveway - Mud/Sand Jack | SF | -1476 | 6844 | 2000 | 1368 | 3368 | \$4.20 | \$5,745.60 |
| | | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | | 50 | -47.67 | 2.33 | \$116.00 | -\$5,529.72 |
| | | F&I Det Wam | | | | | | | | |
| | 9 | Panels Cast Iron | SF | 384 | | 384 | -17 | 367 | \$63.10 | -\$1,072.70 |
| | | F&I Asphalt | | | | | | | | |
| | 10 | Pavement FAA 43 w/ PG58H-34 | Ton | 4400 | | 4400 | -158.12 | 4241.88 | \$80.00 | -\$12,649.60 |
| | | Casting to | | | | | | | | |
| | 13 | Grade - no Conc | EA | 9 | | 9 | -5 | 4 | \$275.00 | -\$1,375.00 |
| | | Rem & Repl | | | | | | | | |
| | 15 | Pavement 9" Thick Asph | SY | 100 | | 100 | -90 | 10 | \$70.20 | -\$6,318.00 |
| | | Mill / Grind | | | | | | | | |
| | 17 | Asphalt Pvmt 1" to 2" Thick | SY | 2000 | | 2000 | -1000 | 1000 | \$3.00 | -\$3,000.00 |
| | | Sodding | SY | 150 | | 150 | 79.43 | 229.43 | \$23.70 | \$1,882.49 |

| 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 (\$) |
|---------------------|---------|--------------------------------------|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| | 19 | F&I Grooved Plastic Film 16" Wide | LF | 56 | 56 | | -14 | 42 | \$40.00 | -\$560.00 |
| | 20 | F&I Grooved Plastic Film 24" Wide | LF | 300 | 300 | | -70 | 230 | \$53.60 | -\$3,752.00 |
| | 21 | Paint Epoxy Line 4" Wide | LF | 1164 | 1164 | | -21 | 1143 | \$4.75 | -\$99.75 |
| | 22 | Paint Epoxy Line 8" Wide | LF | 301 | 301 | | 4 | 305 | \$9.45 | \$37.80 |
| | 25 | F&I Detection In-Ground Loop | EA | 7 | 7 | | -7 | 0 | \$2,630.00 | -\$18,410.00 |
| Section 2 | 26 | Repair Inlet | EA | 10 | 10 | | 4 | 14 | \$841.00 | \$3,364.00 |
| | 27 | F&I Repair Band 4" thru 12" Dia | EA | 10 | 10 | | -1 | 9 | \$1,260.00 | -\$1,260.00 |
| | 28 | Adjust Curb & Gutter - Mud/Sand Jack | LF | -714 | 5190 | | -24 | 1476 | \$15.80 | -\$379.20 |
| | 29 | Rem & Repl Curb & Gutter | LF | 65.25 | 2500 | | -434.75 | 565.25 | \$72.50 | -\$31,519.38 |
| | 30 | F&I Sidewalk 6" Thick Reinf Conc | SY | 200 | 200 | | 130.76 | 330.76 | \$99.90 | \$13,062.92 |
| Section 1 Sub Total | | | | | | | | | | -\$8,855.78 |

| 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 (\$) |
|---------|---------|---|------|--------------------------|--------------|--------------------------|--------------|--------------|-----------------|--------------------|
| | 31 | Remove Sidewalk All Thicknesses All Types Adjust | SY | 200.00000000000000000003 | | 200.00000000000000000003 | 100.16 | 300.16 | \$21.00 | \$2,103.36 |
| | 32 | Driveway - Mud/Sand Jack | SF | -1804 | 6844 | 3000 | 40 | 3040 | \$4.20 | \$168.00 |
| | 33 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | | 50 | -50 | 0 | \$116.00 | -\$5,800.00 |
| | 34 | F&I Det Wam Panels Cast Iron | SF | 392 | | 392 | 8 | 400 | \$63.10 | \$504.80 |
| | 35 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 3500 | | 3500 | 215.83 | 3715.83 | \$80.00 | \$17,266.40 |
| | 36 | Rem & Repl Casting - Inlet | EA | 1 | | 1 | 1 | 2 | \$999.00 | \$999.00 |
| | 37 | Rem & Repl Casting - Self Leveling | EA | 1 | | 1 | -1 | 0 | \$2,100.00 | -\$2,100.00 |
| | 38 | Casting to Grade - no Conc | EA | 1 | | 1 | -1 | 0 | \$275.00 | -\$275.00 |
| | 39 | GV Box to Grade - no Conc | EA | 13 | | 13 | -13 | 0 | \$76.60 | -\$995.80 |

| 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 3 | 40 | Rem & Repl Pavement 9" Thick Asph | SY | 100 | | 100 | -94 | 6 | \$70.20 | -\$6,598.80 |
| | 42 | Sodding | SY | 200 | | 200 | 149.51 | 349.51 | \$23.70 | \$3,543.39 |
| | | | | | | | | Section 2 Sub Total | | -\$7,916.30 |
| | 45 | Repair Inlet | EA | 16 | | 16 | 26 | 42 | \$841.00 | \$21,866.00 |
| | 46 | F&I Repair Band 4" thru 12" Dia | EA | 16 | | 16 | 3 | 19 | \$1,260.00 | \$3,780.00 |
| | 48 | Rem & Repl Curb & Gutter | LF | 2050 | 2500 | 2500 | 50 | 2550 | \$72.50 | \$3,625.00 |
| | 49 | F&I Sidewalk 6" Thick Reinf Conc | SY | 280 | | 280 | 43.14 | 323.14 | \$99.90 | \$4,309.69 |
| | 50 | Remove Sidewalk All Thicknesses All Types | SY | 228.0000000000000003 | | 228.0000000000000003 | 32.41 | 260.41 | \$21.00 | \$680.61 |
| | 52 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | | 50 | 6.11 | 56.11 | \$116.00 | \$708.76 |
| | 53 | F&I Det Warn Panels Cast Iron | SF | 492 | | 492 | 24 | 516 | \$63.10 | \$1,514.40 |
| | 54 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 11500 | | 11500 | 40.49 | 11540.49 | \$80.00 | \$3,239.20 |

| 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 4 | 55 | Rem & Repl Casting - Inlet | EA | 2 | | | 2 | 4 | \$999.00 | \$1,998.00 |
| | 56 | Rem & Repl Casting - Self Leveling | EA | 17 | | | 17 | 15 | \$2,100.00 | -\$4,200.00 |
| | 59 | Rem & Repl Pavement 9" Thick Asph | SY | 100 | | | 100 | 0 | \$70.00 | -\$7,000.00 |
| | 60 | Mill / Grind Asphalt Pvmnt 1" to 2" Thick | SY | 92992 | | | 92992 | 93093.16 | \$2.00 | \$202.32 |
| | 61 | Mill / Grind Asphalt Pvmnt 2" to 4" Thick | SY | 300 | | | 300 | 0 | \$3.00 | -\$900.00 |
| | 62 | Sodding | SY | 400 | | | 400 | 492.24 | \$23.70 | \$2,186.09 |
| | 68 | F&I Detection In-Ground Loop | EA | 1 | | | 1 | 0 | \$2,630.00 | -\$2,630.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Section 4 | 69 | Repair Inlet | EA | 25 | | | 25 | 34 | \$841.00 | \$7,569.00 |
| | 70 | F&I Repair Band 4" thru 12" Dia | EA | 25 | | | 25 | 23 | \$1,260.00 | -\$2,520.00 |
| | 71 | Adjust Curb & Gutter - Mud/Sand Jack | LF | -459 | 5190 | | 1000 | 1731 | \$15.80 | \$11,549.80 |
| | 72 | Rem & Repl Curb & Gutter | LF | 616 | 2500 | | 1000 | 1116 | \$72.50 | \$8,410.00 |
| | | | | | | | | | | |
| Section 3 Sub Total | | | | | | | | | | \$29,380.06 |

| 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 (\$) |
|---------|---------|--|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| | 73 | F&I Sidewalk 6" Thick Reinf Conc | SY | 270 | 270 | 270 | 18.01 | 288.01 | \$99.90 | \$1,799.20 |
| | 74 | Remove Sidewalk All Thicknesses All Types Adjust | SY | 270 | 270 | 270 | 2.08 | 272.08 | \$21.00 | \$43.68 |
| | 75 | Driveway - Mud/Sand Jack | SF | -1640 | 6844 | 2000 | 1204 | 3204 | \$4.20 | \$5,056.80 |
| | 76 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 50 | 50 | 50 | -50 | 0 | \$116.00 | -\$5,800.00 |
| | 77 | F&I Det Warn Panels Cast Iron | SF | 572 | 572 | 572 | -4 | 568 | \$63.10 | -\$252.40 |
| | 78 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 8500 | 8500 | 8500 | -250.21 | 8249.79 | \$80.00 | -\$20,016.80 |
| | 79 | Rem & Repl Casting - Inlet | EA | 2 | 2 | 2 | -1 | 1 | \$999.00 | -\$999.00 |
| | 80 | Casting to Grade - no Conc | EA | 1 | 1 | 1 | -1 | 0 | \$275.00 | -\$275.00 |
| | 81 | GV Box to Grade - no Conc | EA | 24 | 24 | 24 | 3 | 27 | \$76.60 | \$229.80 |

| 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 (\$) |
|---------|---------|-----------------------------------|------|---------------|--------------|---------------|--------------|--------------|----------------------------|--------------------|
| | 82 | Rem & Repl Pavement 9" Thick Asph | SY | 100 | | 100 | -84.43 | 15.57 | \$71.50 | -\$6,036.75 |
| | 84 | Sodding | SY | 150 | | 150 | 150.05 | 300.05 | \$23.70 | \$3,556.19 |
| | | | | | | | | | Section 4 Sub Total | \$2,314.52 |

Summary

Source Of Funding

| |
|----------------------------------|
| Net Amount Change Order # 2 (\$) |
| Previous Change Orders (\$) |
| Original Contract Amount (\$) |
| Total Contract Amount (\$) |

| |
|-----------------------------------|
| sales tax and special assessments |
| \$14,922.50 |
| \$97,686.18 |
| \$3,773,510.60 |
| \$3,886,119.28 |

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

APPROVED
For Contractor
Title

Joel Paur
Border States Paving
Area Manager

APPROVED DATE
Department Head
Mayor
Attest

7/2/2024
Nora Beda For Tom KNAKMUHS



June 24, 2024

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

**Re: Memorandum of Offer to Landowner
Temporary Easement – Improvement District #BR-23-G2**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BR-23-G2. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Cass Oil, LLC** in association with Improvement District #BR-23-G2 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MINIMUM PAYMENT POLICY
WAIVER AND ELECTION FORM

Project No. BR-23-G2

Owner(s) Cass Oil, LLC

Legal Description: As found on Easement Document(s) provided

Section 323, Title 23, United States Code, provides that a person whose real property is acquired for a federally aided project may make a gift or donation of such property, or any part thereof, after being fully informed of the right to receive just compensation, or in appropriate circumstances an appraisal, for the acquisition of the property. Appraisals will be prepared when (1) the appraisal problem is complex; (2) the value of the uncomplicated acquisition exceeds \$25,000; or (3) the property owner has requested an appraisal (applies to uncomplicated valuation problems exceeding \$10,000 but less than or equal to \$25,000).

The City of Fargo has determined the valuation of your property interest based on the Basic Data Book Report completed by Jorge Pagan, state-certified general appraiser. The Memorandum of Offer provides a written summary of the amount determined to be just compensation, and an offer to acquire the property interest for the full amount established.


On this form, you may elect to donate the property interest, receive the minimum payment, receive the amount determined to be just compensation, or request an appraisal if the acquisition amount exceeds \$10,000.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the city of Fargo in cooperation with the North Dakota Department of Transportation to construct a federal-aid project in Fargo, Cass County, North Dakota.

- ☐ I/we wish to donate the area, or a portion thereof, necessary for construction as shown on the easement map.
- ☒ I/we wish to receive the minimum payment described below:
 - ☒ Temporary construction easement only, minimum payment of \$300.
 - ☐ Permanent right-of-way easement, including storm sewer, street and utility easement, minimum payment of \$600.
- ☐ I/we wish to receive just compensation as stated in the Memorandum of Offer.
- ☐ I/we wish to request an appraisal (applies to uncomplicated valuation problems exceeding \$10,000 but less than or equal to \$25,000).

Any changes in the existing plans adverse to my property will make this agreement null and void.

Cass Oil, LLC


By: Gary Brant
Its: VP of Operations

Date 6-17-2024

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **CASS OIL, LLC**, a limited liability company, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to him in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of street and utility construction and activities appurtenant thereto, said land being more fully described, to-wit:

A temporary easement, over, under and across that part of Lot 1, Block 1, **HORNBACHER'S FIRST ADDITION** to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The North 15.00 feet of the East 5.00 of said Lot 1.

Said parcel contains 75 square feet, more or less, and is subject to all existing easements of record.

Said parcel is pictorially represented in Exhibit "A" hereto and made a part hereof.

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

Grantor, his successors and assigns, further agrees they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction

activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on June 30, 2026, or end of project, whichever occurs later.

(Signatures on following pages).

IN WITNESS WHEREOF, Grantor set his/her hand and caused this instrument to be executed this 17th day of June, 2024.

GRANTOR:

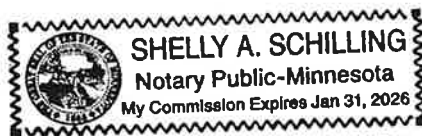
CASS OIL, LLC
a North Dakota limited liability company

By: Gary Brant

Its: Vice President Operations

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 17th day of June, 2024, before me, a notary public in and for said county and state, personally appeared Gary Brant, the Vice President Operations of CASS OIL, LLC, a North Dakota limited liability company to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



(SEAL)

Sh. Schilling
Notary Public
Hennepin Co, MN

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2024.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steven Sprague, City Auditor

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

On this ____ day of _____, 2024, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
Dain K. Erickson
Registered Land Surveyor
LS-5582
Apex Engineering Group
4733 Amber Valley Parkway S.
Fargo, ND 58104
(701) 373-7980

This document was prepared by:
Nancy J. Morris
City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
nmorris@serklandlaw.com

EASEMENT EXHIBIT "A"

SECTION LINE

32ND AVE S

50.00'

5.00'

15.00'

PARCEL 15S
AREA = 75 SF

OWNER: CASS OIL CO.
PROPERTY ADDRESS:
1510 32ND AVE S
CASS CO PARCEL #01-8459-00100-000






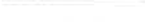
LOT 1

15TH ST S

BLOCK 1

HORNBACHER'S FIRST ADDITION

LEGEND

-  PROPOSED PARCEL 15S
-  PROPOSED EASEMENT LINE
-  EXISTING RIGHT OF WAY LINE
-  EXISTING LOT LINE
-  EXISTING PARCEL LINE
-  EXISTING EASEMENT LINE



TEMPORARY EASEMENT - PARCEL 15S
32ND AVE S RECONSTRUCTION
LOT 1, BLOCK 1, HORNBACHER'S FIRST ADD.
SECTION 25, T139N, R49W
FARGO, NORTH DAKOTA

Apex Project #: 22.103.0151
Date: 03/15/2023
Drawn By: Mike J
Checked By: Dain E
Approved By: Dain E

EASEMENT EXHIBIT "A"

Parcel 15S
(Temporary Easement)

A temporary easement, over, under and across that part of Lot 1, Block 1, HORNBACHER'S FIRST ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota described as follows:

The North 15.00 feet of the East 5.00 of said Lot 1.

Said parcel contains 75 square feet, more or less, and is subject to all existing easements of record.



CERTIFICATION

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

Signed

Dain K. Erickson
Dain K. Erickson
North Dakota Professional Land Surveyor
License Number LS-5582

Date

6/26/2023

Apex
Engineering Group

TEMPORARY EASEMENT - PARCEL 15S
32ND AVE S RECONSTRUCTION
LOT 1, BLOCK 1, HORNBACHER'S FIRST ADD.
SECTION 25, T139N, R49W
FARGO, NORTH DAKOTA

Apex Project #: 22.103.0151
Date: 03/15/2023
Drawn By: Mike J
Checked By: Dain E
Approved By: Dain E



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: July 1, 2024
Re: Newman Outdoor Field Exiting Project

The Exiting Project at Newman Outdoor Field has been completed. The project made improvements to the exiting routes from the stadium. The Certificate of Substantial Completion needs to be approved and signed. Facilities Management and the Architectural Consultant, RLE Architects, have reviewed the work and found the project to be substantially complete.

Facilities is requesting the approval and sign off for the Certificate of Substantial Completion.

Requested Action:

Approve and sign the Substantial Completion Certificate for the Newman Outdoor Field Exiting Project.



Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Newman Outdoor Field - 2023-2024
Exiting Improvements
1515 15th Avenue North
Fargo, ND 58102

CONTRACT INFORMATION:
Contract For: General Construction

CERTIFICATE INFORMATION:
Certificate Number: 001

Date: October 31, 2023

Date: June 28, 2024

OWNER: *(name and address)*
City of Fargo
225 4th Street North
Fargo, ND 58102

ARCHITECT: *(name and address)*
R.L. Engebretson Architects Fargo LLC
901 13th Avenue East, Suite B
West Fargo, ND 58078

CONTRACTOR: *(name and address)*
AP Signature Homes, LLC
3640 Bell Blvd E
West Fargo, ND 58078

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

R.L. Engebretson
Architects Fargo LLC
ARCHITECT *(Firm Name)*


SIGNATURE

Richard A. Wiemken,
Principal
PRINTED NAME AND TITLE

June 14, 2024
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
N/A

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

AP Signature Homes, LLC
CONTRACTOR *(Firm Name)*


SIGNATURE

Andrew Pringle, Officer
PRINTED NAME AND TITLE

7/1/24
DATE

City of Fargo
OWNER *(Firm Name)*

SIGNATURE

Dr. Tim Mahoney, Mayor
PRINTED NAME AND TITLE

DATE



18

June 27, 2024

Fargo City Commission
225 4th Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of the Eleventh Amended Lease Agreement between North Dakota State University and Fargo Dome Authority. The agreement has a one year term running through June 30, 2025, and was negotiated by representatives from the Fargo Dome Authority, FARGODOME management and North Dakota State University.

The Fargo Dome Authority approved this agreement at their regularly scheduled meeting on June 25, 2024.

Requested Motion: To approve the Eleventh Amended Lease Agreement between the Fargo Dome Authority and North Dakota State University as presented.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME

Attachment

**ELEVENTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY**

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**ELEVENTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY**

THIS LEASE AGREEMENT (hereinafter, this “Agreement”), is dated and effective as of this the 1st day of July, 2024, by and between the City of Fargo, a municipal corporation of the State of North Dakota, acting by and through its Fargo Dome Authority (hereinafter, “Authority”), a duly constituted authority existing under and by virtue of Ordinance Nos. 2437, 2506 and 2510 of the City of Fargo, North Dakota, and the North Dakota State Board of Higher Education and North Dakota State University (hereinafter, “NDSU”).

WHEREAS, the State Board of Higher Education of the State of North Dakota and NDSU leased certain real property to the City of Fargo for a period of ninety-nine (99) years by a Lease Agreement dated December 15, 1989 (the “Ground Lease”) for the purpose of constructing and operating the FARGODOME (hereinafter the “Dome”); and

WHEREAS, the terms of the Ground Lease were intended to adequately compensate NDSU for the use of such land, without jeopardizing the financial success of the Dome, and commit NDSU to substantial use of the completed Dome; and

WHEREAS, the Authority and NDSU entered into a Lease Agreement dated July 1, 1993, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing Section V, Numbers 2 and 3 of the Ground Lease (the “First Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Second Amended Lease Agreement dated July 1, 1998, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the First Operating Lease (the “Second Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Third Amended Lease Agreement dated July 1, 2002, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Second Operating Lease (the “Third Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Fourth Amended Lease Agreement dated July 1, 2007, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Third Operating Lease (the “Fourth Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Fifth Amended Lease Agreement dated July 1, 2012, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fourth Operating Lease (the “Fifth Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Sixth Amended Lease Agreement dated July 1, 2017, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fifth Operating Lease (the “Sixth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into a Seventh Amended Lease Agreement dated July 1, 2020, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Sixth Operating Lease (the “Seventh Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into an Eighth Amended Lease Agreement dated July 1, 2021, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Seventh Operating Lease (the “Eighth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into an Ninth Amended Lease Agreement dated July 1, 2022, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Eighth Operating Lease (the “Ninth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into a Tenth Amended Lease Agreement dated July 1, 2023, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Ninth Operating Lease (the “Tenth Operating Lease”); and

WHEREAS, NDSU and the Authority have reached an agreement on certain disputed amounts claimed by NDSU under Section VI(3) of the Ground Lease; and

WHEREAS, the Authority and NDSU desire to modify their agreement for the use of the Dome by NDSU, to further modify the Ground Lease and to reflect the resolution of all disputed amounts as provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Authority and NDSU do hereby agree that this Agreement and the following terms and conditions shall serve to replace the Tenth Amended Lease, provided; however, that the repeal of Section IV(3) and replacement of Section V, 2 and 3 of the Ground Lease remain as an integral part of this Eleventh Amended Lease. Furthermore, the repeal of Section IV(3) of the Ground Lease as referenced in the Third Amended Lease and the reduced rates for the Sponsorship Package referred to in Section 5.A., remain as being, and are, in full settlement and release by NDSU of all disputed amounts claimed by NDSU. All other provisions of the Ground Lease, unless inconsistent with this Agreement, shall remain in full force and effect. If the provisions of the Ground Lease and this Agreement conflict, the provisions of this Agreement shall control.

1. DEFINITIONS.

“Football set-up” (Exhibit A) shall be defined as the entire main floor area, including the permanent seating as specified in Exhibit A and the DOME ticketing manifest, meeting rooms 201-204, the public area of the concourse, two temporary concourse level novelty stands, the area of the east press boxes necessary for the media to cover the event, the east side home team locker rooms and the west side visiting team locker rooms and star dressing rooms.

“Basketball set-up” (Exhibit B) shall be defined as the north end of the main arena floor set up in the basketball configuration with the seating as specified in Exhibit B. This configuration also includes DOME ticketing manifest for basketball, meeting rooms 201-204, the north end concourse public areas, a temporary north end novelty stand, the west side visiting team locker room and the east side home team locker room, if needed.

“Speaker set-up” (Exhibit C) shall be defined as the south end of the main floor, set up in the Arena Concert Configuration with the permanent seating as specified in Exhibit C, with the number of portable floor chairs and their location to be mutually agreed upon and meeting rooms 201-204.

“Other set-ups” shall be defined as any set-ups or arrangements not herein described as shall be mutually agreed upon by both the Authority and NDSU.

“Lease Year” shall be defined as a consecutive twelve (12) month period beginning on July 1 and ending on June 30.

“Non-revenue events” shall be defined as NDSU events where no admission is charged, no fee is taken or no collection is made from event patrons. Examples of eligible non-revenue NDSU events include commencement exercises, student orientation, homecoming celebrations, alumni functions or other types of events which are mutually agreed upon.

“Total Event Days” shall be defined as the sum of Priority Dates, Non-Priority Scheduled Events, and Non-Priority Non-Football Athletic Practices.

“Advertising Inventory” means the proposed agreements with advertisers at the FARGODOME.

“Suite Inventory” means the proposed annual agreements with suiteholders for any of the private suites at FARGODOME;

“Advertising and Suite Revenue” means for each Contract Year, all payments made in cash with respect to the Advertising Inventory, except the following:

- (a) Payment for naming rights to FARGODOME sold by the Authority;

- (b) Payment received from an entity for “branding or naming” rights for a specific FARGODOME event configuration used for the performance of certain events, excluding NDSU football games, i.e. “Gate City Bank Theatre”;
- (c) Payments made for the event rental of any suites not currently under an annual lease contract, or the sub-lease of a suite as provided for in an existing suiteholder agreement between the Authority and suiteholder;
- (d) Payments for printed advertising in FARGODOME bathrooms;
- (e) Payments for printed advertising in event programs;
- (f) Payments with respect to advertising in any new or expanded facility adjacent to FARGODOME and related parking facilities;
- (g) Sponsorships of co-promoted events at FARGODOME, such as “Happy Harry’s Ribfest”.

“*Direct Costs*” means, for each Contract Year, all expenses incurred by FARGODOME in connection with the sale of the Advertising Inventory and the Suite Inventory and the operation and maintenance of the Display Equipment including, but not limited to (i) service contracts, (ii) repair and maintenance expenses, (iii) fees and commissions paid to any third party sales consultant, (iv) costs incurred in fulfilling any advertising or suite contract, and (v) other mutually agreed upon expenses; but excluding general allocated administrative expenses.

“*Display Equipment*” means (i) the arena end board LED display panels, (ii) the arena corner LED display panels, (iii) the arena vomitory LED display panels, (iv) the concourse, lobby and restroom television and video displays, (v) the outdoor marquee, (vi) related equipment and software; and (vii) any replacements or additions made by the Authority from time to time.

“*City*” means the City of Fargo, a North Dakota municipal corporation.

2. LEASED AREA. The Authority hereby grants NDSU the right to occupy and use only the areas of the DOME for the various events as defined in Section 1 above. NDSU’s use of the DOME for any configurations not covered herein shall be defined and mutually agreed to by NDSU and the Authority. No other areas shall be occupied by NDSU except as is provided in the Lease – Locker Room Project—Fargodome/NDSU dated October 10, 2005, as amended by the Supplement to Lease (Locker Room Project—Fargodome/NDSU) dated May 22, 2006, as the same may be amended or further supplemented from time to time, or unless authorized in writing. The Authority reserves the sole right to rent or use all areas of the DOME not assigned herein to NDSU during the Lease Period. The Authority shall inform NDSU when the Authority plans to use, uses or leases other areas of the DOME during the Lease Period.

3. LEASE PERIOD. The Lease Period for each of the primary types of usage shall be as follows:

A. Athletic events. A period of time beginning no more than four (4) hours before the starting time of the event and ending two (2) hours after the ending time of the event, unless additional time period are mutually agreed upon in writing. NDSU shall have use of the DOME beginning at 8:00 a.m. on days of football games, provided that the start of NDSU's use of the DOME on days of football games is subject to change based on the time that the turf and football field equipment is installed and ready. The Authority may, with the consent of NDSU, lease all or a portion of the Leased Area to another party during the Lease Period and the Authority shall pay NDSU twenty-five percent (25%) of the rent received.

B. Speakers/Graduations. A period of time beginning no more than four (4) hours before the starting time of the event and ending one (1) hour after the ending time of the event unless additional time periods are mutually agreed upon in writing.

NDSU's use of the DOME in excess of the times stated above shall only be allowed if the Authority has the time available. Such time used in excess of the times stated above may result in NDSU paying an overtime charge.

The Lease Period for any other type of usage shall be defined and mutually agreed to by NDSU and the Authority.

4. TERM. NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) Total Event Days per Lease Year during the one (1) year period beginning July 1, 2024, and ending on June 30, 2025. Unless earlier terminated, this Agreement shall expire on June 30, 2025, unless extended in writing by the parties.

5. RENT AND REVENUE SHARING. NDSU agrees to pay the Authority for use of the DOME during the term of this Agreement the following annual rental fees:

July 1, 2024 - June 30, 2025 \$165,000

These rental fees shall be paid to the Authority in ten (10) equal monthly installments, on or before the 15th of each month in the month it is due from September to June of each Lease Year.

A. Sponsorship Package. NDSU shall sponsor a scoreboard, video and suite package (Suite is in Section 34, East side of the DOME), the terms and conditions of which are set forth in the Fargodome Signage Advertising Agreement between NDSU and the Authority dated July 1, 2024. The amounts payable under the Fargodome Signage Advertising Agreement are intended to be as full settlement and release by NDSU of the disputed amounts owed by the City of Fargo as

supplementary rent pursuant to Subsection IV(3) of the Ground Lease, which Subsection is hereby repealed.

B. Advertising and Suite Revenue. The Authority and NDSU hereby agree to jointly and cooperatively market and sell the Advertising Inventory and Suite Inventory. FARGODOME will take the lead role in servicing the Advertising Inventory and Suite Inventory and the NDSU Athletic Department will assist in servicing the Advertising Inventory and Suite Inventory as needed and required.

The Authority shall be solely responsible for the payment of all costs incurred in connection with the planning, designing, acquisition, installation, operation and maintenance of the Display Equipment. NDSU shall have no right, title or interest in the Display Equipment. The Authority shall pay all Direct Costs as and when the same shall become due and payable.

The Authority and NDSU agree that the Advertising and Suite Revenue collected each Contract Year shall be allocated as follows:

- (a) First, to the payment of Direct Costs;
- (b) Any remaining Advertising and Suite Revenue shall be divided 80% to the Authority and 20% to NDSU.

Advertising and Suite Revenues shall be distributed in quarterly installments following the end of each calendar quarter based on Advertising and Suite Revenue and Direct Costs accrued during such quarter with any Contract Year adjustments to be made in the final payment after the end of each Contract year. In the event the Direct Costs exceed the Advertising and Suite Revenue during any Contract Year, the Authority and the City shall be solely responsible for the payment of such Direct Costs. Any such deficit shall be carried forward to subsequent Contract Years and reimbursed, together with interest on the amount advanced, before making any distributions pursuant to subsection (b) above. The Authority shall be responsible for the collection of all Advertising and Suite Revenue and the payment and amortization of all Direct Costs and will provide an accounting to NDSU of such Advertising and Suite Revenues and Direct Costs within one hundred twenty (120) days after the end of each Contract Year.

The Authority and NDSU will mutually determine the final terms and conditions of the Advertising Inventory and Suite Inventory. The Advertising Inventory and Suite Inventory shall be between the Authority and the respective advertiser or suiteholder. NDSU shall incur no rights or liabilities with respect to the Advertising Inventory or Suite Inventory (except for the FARGODOME Signage Advertising Agreement between the Authority and NDSU dated July 1, 2022). For NDSU events, the Authority and NDSU will mutually agree upon the advertising of any brand names in FARGODOME and will mutually review and approve the displays and messages used within FARGODOME. The Authority

reserves the right to prohibit the advertising of any brand names in FARGODOME and to review and approve the displays and messages used within FARGODOME for non-NDSU events.

C. Concessions. NDSU shall receive fifteen percent (15%) of the gross receipts, after payment of applicable taxes, from the Authority's sale of concessions food and beverage items, including the sale of alcohol beverages, at NDSU's events. Concessions revenues shall not include revenues related to suite catering.

The Authority shall prepare a report of the concessions sales on a monthly basis, with said report showing the sales net of applicable taxes and the amount due NDSU. This report must be received by NDSU no later than ten (10) days following the month for which the report applies. Payment to NDSU from these concessions revenues will accompany said monthly report.

(a) Alcohol Sales

- a. The sale of beverages of all kinds in the Leased Area during NDSU events, including alcoholic beverages to the extent they may be legally sold now or thereafter, shall be in accordance with applicable laws, ordinance, rules and regulations. Administrative and operational procedure in the service of alcoholic beverages on the premises of the DOME is established by the Authority and any related alcoholic beverage service policies in place.
- b. With regards to tailgating in FARGODOME parking lots, pursuant to the standards established by a joint task force of NDSU Athletics, the Fargo Police Department, and the DOME, consumption of alcohol during tailgating will be allowed at NDSU football games in accordance with the Rules and Regulations set forth by said task force or as modified by said task force at a future date, in accordance with terms agreeable to task force participants.
- c. Enthusiastic student, alumni, and fan support in the DOME and at pre-game or post-game events is encouraged, but moderation and an attitude of civility is expected. It is expected that all patrons and participants will adhere to the fundamental values of respect, fairness, civility, honesty, and responsible behavior. None of the following will be tolerated by the DOME or NDSU: disruptive fan behavior, public intoxication, illegal activities, or violation of NCAA policy or principles, or DOME policy. Participation in such activity will be reason for immediate ejection from the DOME and/or arrest by the Fargo Police Department. Both parties will be responsible for providing an acceptable atmosphere and will work in a

cooperative manner to immediately address improper fan behavior.

D. Parking. Except as provided in Section 12.B. hereof, NDSU shall not share in any parking revenue from the Authority's parking operations. The Authority shall have the sole right to operate the parking facilities on the DOME premises, including the establishment and collection of parking fees.

E. Novelties. The Authority shall receive fifteen percent (15%) of all novelty sales, after payment of applicable taxes, at NDSU regular season athletic events. The Authority shall receive 7.5% of novelty sales during post-season tournament events. A complete report of these novelty sales shall be furnished to the Authority no later than ten (10) days after the end of each month in which NDSU had events along with any payments due to the Authority.

F. Ticket Income. The Authority shall receive a facility user fee of \$.50 per paid ticket on all season and single game paid tickets for any NDSU football game, including post season playoff football games. NDSU shall retain all other revenue from ticket sales and shall conduct and be totally responsible for all ticket distribution for NDSU events covered by this Agreement. NDSU shall have access to the ticket windows on the East side main entrance and the West side ticket office to sell their event tickets. Such access shall only be on the event day, with the time of the use to be mutually agreed upon.

6. ITEMS INCLUDED IN RENTAL FEE. The aforementioned rental fee includes lighting, heat or air conditioning, water and the sound system as installed and standard cleaning services normally provided after each event, but only in normal and reasonable amounts. Amounts required in excess of normal and reasonable amounts may result in an additional cost to NDSU. The rental shall also include those equipment items so noted below for the various configurations. The Authority hereby agrees to provide and pay for an operator for all Dome video advertising systems, concourse display systems, and the exterior electronic marquee (excluding game-specific personnel such as scoreboard operators and live video production personnel).

Football. Rental fee includes the football field set-up for the actual game with the turf, goal posts, netting, field wall padding, player benches, down markers and first down chains, scoreboards and 25 second clock and coaches headsets. NDSU shall provide all other football related equipment and staffing required for the operation of a football game.

Basketball. Rental fee includes the moveable riser set-up on the north end for the game, the portable risers set in the basketball configuration, the basketball court, the basketball goals, the scorers table and the portion of the north side press box necessary for the media to cover the game.

7. **ITEMS NOT INCLUDED IN RENTAL FEE:** All equipment, staffing and services for the event which are not included herein as being provided in the rental fee shall be provided by the Authority at NDSU's sole expense per the Authority's published Equipment, Staffing and Services rate schedule. These items may include, but are not necessarily limited to:

- Event staffing
- License fees
- Sound system operator
- Live video production personnel
- Equipment set-up and removal
- Equipment rental items
- Special hook-ups for electrical and utility services
- Food, beverage and catering services
- Advertising, marketing and publicity costs
- Ticketing costs
- Other equipment, staffing or services costs

NDSU hereby agrees to provide and pay for an operator for the scoreboard scoring system.

The Authority shall provide all event staff personnel for the football games and NDSU shall pay the published labor billing rates, at the time of the event, for all event staff (including part-time event, custodial and live video production staff) and actual billings of third party vendors including police, medical and fire personnel per game for providing event staff. Staffing will be set at levels in the best interest of public safety and mutually agreeable by the Authority and NDSU.

Upon request by NDSU, the Authority shall furnish NDSU with a projection of event expenses for all NDSU events.

8. **SCHEDULING AND EVENT TYPE RIGHTS GRANTED TO NDSU.**

- A. Total Event Days: NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) total event days per Lease Year.
 - i. If NDSU fails to use all of the fifty-five (55) total event days during the Lease Year, the unused dates shall not carry forward to future Lease Years except that if NDSU is bumped from any of its Non-Priority Event Dates during the last six (6) months of a Lease Year, NDSU can carry over up to three (3) dates into the following Lease Year.
 - ii. NDSU's athletic playoff dates which are held will count towards the fifty-five (55) total event days, except that if NDSU does not use the playoff date and the Authority is able to schedule another revenue producing event, NDSU shall not be charged for that playoff date as a use date.
- B. Priority Dates: Of the fifty-five (55) total event days, NDSU shall have the right to a priority in scheduling for a maximum of twelve (12) NDSU events per

year. In order to have priority in scheduling these dates, NDSU must notify the Authority no less than three (3) years in advance of the desired date(s).

C: Non-Priority Non-Football Athletic Practices: Of the fifty-five (55) total event days, NDSU's use of ten (10) event days will be limited to non-football athletic practices to be scheduled around the Authority's event schedule. The Authority retains the option to re-schedule athletic practices if an event opportunity arises. NDSU will be responsible the costs associated with practices, including security staffing and field installation, if required.

D. Non-Priority Event Dates: Of the fifty five (55) total event days, NDSU's access to the remaining thirty-three (33) days shall be on a first come, first served basis, just as the access that is granted to other lessees. NDSU must comply with the Authority's requirements and procedures for the leasing, booking, and use of the DOME for these events, including the Authority's protection period requirements for similar events and other event definitions set solely by the Authority.

E. NDSU's use of the DOME for Priority Dates and Non-Priority Event Dates shall be limited as such:

- i. NDSU must use five (5) of the Priority Dates and/or Non-Priority Event Dates in the months of July and August.
- ii. Events will be limited only to NDSU athletic events, amateur athletic events/NCAA athletic events, NDSU or Tri-College sponsored job/career fairs, and non-revenue producing NDSU sponsored events.
- iii. Unless waived in writing by the Authority, NDSU shall not use the DOME for any of the following types of events:
 1. Official high school activity association sponsored or sanctioned events, unless these games are a part of NDSU's football/basketball game day.
 2. Professional sports events of any type.
 3. Trade or consumer shows of any type. A job/career fair shall not be considered a trade or consumer show.
 4. Family entertainment events of any type.
 5. Concert events.
- iv. Practices: As addressed in Section 8.C., NDSU is required to use ten (10) days for non-football athletic practices. NDSU shall be able to use their remaining 45 (forty-five) days of Priority Dates and Non-Priority Event Dates for football or non-football athletic practices, but the Authority

reserves the right to eliminate the practice day in favor of an event the Authority schedules into the DOME. If the Authority schedules an event which results in NDSU having to incur the expense of installing and/or removing the football field set-up for practice, the Authority shall attempt to have the field installation and removal expense paid by the event. If the Authority is unsuccessful in getting the event to pay this expense, then the payment of the expense shall be mutually agreed upon by the Authority and NDSU. The amount of the field installation and removal shall be mutually agreed upon by NDSU and the Authority. Athletic game practice days also count as one of the use dates, except that football practice dates shall count as one-half of a use date. NDSU shall have the option of paying an additional fee for use of the DOME for practices instead of having the practice date count against their use dates. The practice rental fee shall be \$250 per hour measured from one-half hour before the practice until one-half hour after the practice ends.

NDSU shall not incur any additional expenses of the football field set-up for use on non-game days if the field is already in place. However, if the field must be set-up for practice days or other non-game day use, NDSU shall be responsible for paying all costs incurred by the Authority for setting up the football configuration.

NDSU further agrees to reimburse the Authority for any cleaning or staffing expenses the Authority incurs as a result of NDSU's use of the DOME for practice days.

If the Authority has no events between the specified practice date and the game date, and the Authority shall incur no additional expense by placing the field down in time for the practice date, then the Authority shall place the field down for the practice and game and NDSU shall not incur any additional expense. If there is no DOME event between home football game dates, NDSU shall not be charged for, nor shall any credit be given to NDSU, for any set-up costs.

F. NDSU agrees not to give, sell or sublease any of their use dates to any party or potential lessee of the Authority who could have otherwise leased the DOME directly from the Authority.

G. NDSU shall be allowed to schedule and present any of the prohibited events listed herein as long as NDSU rents the DOME under a separate lease agreement outside of the terms and fees stipulated in this Agreement.

H. It is desired that the Authority and NDSU develop the type of working relationship whereby the parties communicate freely with the other so as to work collaboratively and avoid conflict in this and all other areas relative to this Lease Agreement. The Authority shall follow its own policies relative to first come,

first served basis in the event NDSU and the Authority want to schedule a similar or competitive event. The Authority reserves the right to schedule another event at the same time as an NDSU event only if the other event does not interfere with the NDSU event.

I. The Authority shall also assume all responsibility for keeping records on the number of dates scheduled and used in a Lease Year. The Authority shall have the responsibility and obligation to notify NDSU when NDSU has scheduled all of their fifty-five (55) total event days in a Lease Year. NDSU shall pay the Authority for all dates used in excess of the fifty-five (55) total event days herein described at rates solely established by the Authority and covered by a separate lease agreement..

9. DEFAULT. The Authority has the right to cancel this Agreement if NDSU fails to pay the required rentals and expenses or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach. Failure to indemnify the Authority pursuant to the provisions of Section 17 or failure to provide liability insurance, if required, in accordance with Section 45, shall be a material breach. This remedy is not exclusive and the Authority may, at its discretion, pursue any appropriate remedy.

NDSU shall have the right to cancel this Agreement if the Authority fails to pay any required funds due NDSU or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach.

10. FINANCIAL SETTLEMENT/EVENT EXPENSES. The Authority shall prepare and present a settlement report to NDSU on a per event basis which shall show the expenses from the event payable to the Authority from NDSU, with payment of such expenses due to the Authority. If NDSU and the Authority cannot agree on the financial settlement for an event, then NDSU's Vice-President for Business Affairs and the Authority's President shall be the arbitrators to make final and binding decision regarding the disputed NDSU event.

11. COMPLIMENTARY TICKET. NDSU shall provide Authority with a mutually agreed upon number of complimentary tickets to each NDSU ticketed event in locations mutually agreeable to NDSU and the Authority.

12. PARKING.

A. *FARGODOME Event Parking.* Except as provided in subsection B below, the Authority shall have the sole right and responsibility to manage and control all of the DOME parking lot areas, control all ingress and egress areas and collect and retain all parking revenues from vehicles using the DOME parking facilities.

B. NDSU's Use of FARGODOME Parking Lot Areas. NDSU shall have the right to use Lot C (the Southeast DOME parking lot), Lot D (the South DOME parking lot) and Lot E (the Southwest Dome parking lot) in accordance with the terms of an annual Fargodome-NDSU Parking Agreement originating July 30, 2002, and renewing annually. NDSU's use of any other Authority parking areas may only be done with prior written approval from the Authority except as provided below:

I. NDSU Team Makers shall have the right use parking lots E, F & G (the west DOME parking lots) for all NDSU home football games in accordance with the terms of an annual FARGODOME-NDSU Team Makers Parking Agreement originating August 1, 2012, and renewing annually.

2. NDSU employees or faculty working at the Sanford Health Athletic Complex (hereinafter "SHAC"), or other persons attending SHAC events or going to SHAC during regular business hours, may park in Lot C or Lot B, at no charge, unless the Authority has an event at the DOME and is charging a parking fee for use of the lot. On those occasions, SHAC attendees must pay the regular parking fee in order to park in the DOME lot, and the Authority shall retain all such revenue. At no time shall NDSU collect, receive or retain any parking revenue from vehicles parked on the Authority's parking lots unless otherwise agreed to in writing by the Parties. NDSU must notify the Authority in writing regarding the dates and times when a SHAC event is scheduled to take place which will require NDSU's use of the Authority's parking lot.

3. The Authority and NDSU shall designate three hundred-fifty (350) parking spaces in a good location as a VIP parking area for NDSU's use during NDSU football games. Persons using these spaces shall be responsible for paying the Authority for use of the spaces, and/or NDSU may buy-out these spaces for football games at the prevailing per-car parking rate.

4. The Authority hereby agrees that parking in the Authority lots shall be provided free of charge to patrons when NDSU has a non-revenue event, as defined herein, at the DOME. NDSU shall be responsible for the payment of any staffing expenses or other expenses incurred by the Authority for providing this free event parking.

5. NDSU shall be allocated twenty-five (25) parking spaces free of charge for its staff parking on days of its events in Lot A.

13. CONCESSIONS. The Authority shall retain all rights to concession sales, including, but not necessarily limited to, all food and beverage products, vending items and checkroom services except as herein agreed upon. No outside food and beverages

will be allowed in the DOME. All food and beverages, with the exception of catering services, are provided by the Authority's authorized concessionaire.

14. FREE SAMPLES. Neither NDSU nor any of NDSU's attendees may sell or give away any samples of food, beverages or any product deemed by the Authority to be in competition with items sold or distributed by the Authority without prior written approval of the Authority. NDSU, on behalf of its advertisers and sponsors, shall be permitted to give away samples as long as NDSU obtains prior written approval from the Authority and does hereby agree to pay the additional cleaning costs, both inside the DOME and outside the DOME, and assumes all responsibility and liability for damages or injuries which may be incurred from the giveaway items.

15. STORAGE. NDSU shall have the use of approximately 1,000 square feet of temporary storage space in the DOME during the football season for the storage of athletic or band equipment. NDSU shall further have the use of the novelty storage room areas on the concourse level, except that NDSU shall be required to remove all their novelty items when another event requires the use of this novelty sales area. The Authority shall provide alternative storage areas for use by NDSU for the storage of said novelty items when the novelty storage area is not available. The Authority assumes no responsibility or liability whatsoever for the safety or security of any items NDSU chooses to store at the DOME.

16. INDEMNIFICATION. To the extent permitted under North Dakota law and subject to available appropriations, NDSU shall keep, defend, indemnify and hold harmless, the City of Fargo, the Authority and the management company, and all its officers, agents and employees and each of them, from and against any and all costs, liability, damage or expense, including legal fees and costs, claimed by anyone by reason of injury or damage to person or property directly or indirectly arising out of the leasing and use of the DOME under the terms of this Agreement, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. Nothing, herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law. Each party hereto shall give the other prompt and timely notice of a claim or suit instituted within its knowledge that in any way, directly or indirectly, contingently or otherwise affects or might affect the other party. Notwithstanding the duty of NDSU to defend, indemnify and hold harmless the City of Fargo, the Authority and the management company as hereinabove provided, the City of Fargo, the Authority and the management company shall each have the right, but not the obligation, to participate in the defense of any claim or action to the extent of its own interest, at its own expense. In the event available appropriations are insufficient to indemnify and satisfy claims against NDSU arising hereunder, NDSU agrees to include in its budget request an appropriation fully sufficient to satisfy such claims. Should the Governor of the State of North Dakota not include in the executive budget for any reason the amount requested pursuant to the preceding sentence, NDSU shall request The North Dakota State Board of Higher Education to independently request that the Legislative Assembly amend the executive

budget to include such amounts. NDSU, to the extent permitted by North Dakota law and subject to the available appropriations, shall agree to assume, defend, indemnify, protect and hold the Authority, the City of Fargo and the management company, harmless against any and all claims, damages, or liability resulting directly or indirectly from NDSU's use of the Authority's parking lot areas, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. NDSU further agrees to pay any and all claims or costs which may be made or incurred due to NDSU's use of the DOME parking lot areas. Nothing herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law.

17. INSURANCE. NDSU will obtain insurance that meets the following criteria:

- A.** Such insurance shall be provided by a comprehensive general liability form of policy including the broad form liability extended coverage, with a combined single limit of at least \$250,000 per person and \$1,000,000 per occurrence.
- B.** NDSU shall also provide necessary Workers Compensation insurance for NDSU's employees.
- C.** NDSU shall further furnish comprehensive automobile liability insurance coverage as shall protect NDSU against claims for damages from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for NDSU in any capacity with respect to the performance of Agreement in the amount of \$500,000 per occurrence.
- D.** The insurance must be written by an insurance company licensed to do business in the State of North Dakota and have an A.M. Best rating of A+ or higher, or the alternative, provide coverage through the North Dakota Risk Management Fund. NDSU shall provide proof of such insurance coverage to the City and the Authority. If NDSU fails to provide the aforementioned insurance, the Authority shall have the right to either obtain the required insurance with the premium to be paid by NDSU or to terminate this Agreement.

18. FORCE MAJEURE. In the event the DOME or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the periods specified herein, or if the premises cannot be so used because of strikes, acts of God, national emergency or other causes beyond the control of the Authority, then this Lease Agreement shall terminate and NDSU hereby waives any claim against the Authority for damages by reason of such termination except that any unearned portion of the rental fee due hereunder shall abate or be refunded by the Authority to NDSU.

19. **BROADCAST RIGHTS.** NDSU shall retain all rights for Internet streaming and radio and television broadcasting of athletic events and shall be allowed to stream and broadcast athletic events from the DOME at no additional expense, except that NDSU shall pay the Authority for the Authority's out of pocket expenses, including labor and utilities, incurred as a result of the broadcasts or streaming, if these expenses are not paid by the broadcast company.

20. **PUBLIC SAFETY.** NDSU shall at all times conduct the event in full regard for public safety and will abide by all regulations as required by local authorities and the Authority. The Authority shall have the right to interrupt or terminate any event when in the sole judgement of the Authority, it is necessary in the interest of protecting the safety of the public. Whenever possible, the Authority shall confer with NDSU before any such termination. If a termination or interruption occurs, NDSU hereby agrees to waive any claims for damages against the Authority.

Any rigging or hanging of items from the DOME ceiling or roof must be done by approved DOME personnel. No other persons will be permitted to access the DOME roof or catwalk areas.

Any explosives, pyrotechnics or similar materials must be approved by the Authority and local, state and federal officials.

Any vehicle displayed inside the DOME must have the battery cables disconnected, the gas tank either taped shut or locked and may contain no more than one-fourth of a tank of fuel.

21. **EVACUATION.** The Authority shall have the sole right to determine when and if it is necessary to evacuate the DOME for whatever reason. If such evacuation occurs and results in cancellation of the event, NDSU hereby waives any claims for damages against the Authority. In the event such an evacuation occurs, the Authority and NDSU will settle the expenses for the event in a reasonable manner. NDSU will not be charged for that event day as a use date.

22. **OBSTRUCTIONS.** NDSU agrees to keep all portions of sidewalks, entries, doors, passages, vestibules, hallways, corridors, stairways, passageways, concessions stands and all areas of public access unobstructed at all times.

23. **HAZARDOUS MATERIALS.** NDSU agrees not bring onto the premises any material or equipment which could constitute a hazard to property or persons.

24. **FARGODOME SOUND AND LIGHT EQUIPMENT.** Any connection or operation of DOME sound or light equipment will be done only by Authority personnel.

25. **MOTORIZED EQUIPMENT.** All DOME motorized equipment must be operated by authorized Authority employees.

26. **UTILITY REQUIREMENTS.** All utility requirements for the event must be ordered from the Authority. Said utility order must specify whether, and if necessary for the event, in what quantity the following utilities will be needed: electrical, water, compressed air, telephone, gas, drain and cable television.

27. **OPENING OF DOORS.** The Authority reserves the right to open the doors when the Authority deems it necessary to safely and orderly move the public into the DOME. The Authority may cancel any event preparations in order to safely move the public into the DOME.

28. **ADMISSIONS.** All DOME patrons shall be prohibited from bringing food and beverages, bottles, cans, containers, alcoholic beverages, projectiles, weapons, items which may be used as weapons, incendiary devices or any controlled or illegal substances into the DOME or onto the DOME premises.

The Authority reserves the right to conduct a reasonable search of all persons and their possessions prior to entry.

Re-entry on ticket stub is not permitted.

Glitter, confetti, lighter than air or helium balloons are not permitted inside the DOME.

No animals will be permitted in the DOME unless the animal is part of the show or exhibit, or if the animal is used by a physically disabled individual, and only if the animal is on a leash, in a pen or in a caged area.

29. **OBJECTIONABLE PERSONS.** The Authority reserves the right to eject or cause to be ejected from the DOME premises any persons causing a danger to person or property, or a breach of the peace or other disorderly conduct or who otherwise violates FARGODOME rules and regulations.

30. **ACCESS.** The Authority shall have the right to a reasonable access of any and all areas of the DOME occupied by NDSU.

31. **AUTHORITY CONTROL.** The Authority shall at all times maintain control of the DOME and shall be the sole administrator of its rules and regulations relative to its operation of the DOME.

32. **LICENSES.** NDSU shall pay, obtain and be responsible for any and all taxes, licenses or permits required for use of the DOME, and shall relieve the Authority from any responsibility for acquiring or paying for such taxes, licenses or permits.

33. **COPYRIGHT.** NDSU shall assume all responsibility for procuring and paying for the use of any copyrights, trademarks or other materials used in the event. To

the extent permitted under North Dakota law and subject to available appropriations, NDSU further agrees to save and hold harmless the Authority from any costs or claims arising from any copyright violations, including copyright or trademark violations resulting from the advertising signs sold or displayed by NDSU.

34. **ANNOUNCEMENTS.** The Authority reserves the right to make announcements in the interest of public safety, to provide information to attendees or to announce upcoming events at the DOME.

35. **ADVERTISING/PUBLICITY.**

A. ***FARGODOME Trademark.*** The name “FARGODOME” and the FARGODOME logo are trademarked. Unauthorized use of either is strictly prohibited. NDSU shall have the right to use both the logo and the FARGODOME name only in the promotion and advertising of the events covered by this Agreement. No other use of the name FARGODOME or the FARGODOME logo will be permitted by NDSU without prior written approval from the Authority.

North Dakota State University Trademark. The name “North Dakota State University” and the “Bison Logo” are trademarked. Unauthorized use of either is strictly prohibited. The Authority shall have the right to use both the logo and the North Dakota State University name only in the promotion and advertising of the events covered by this Agreement. No other use of the name “North Dakota State University” or the “Bison Logo” will be permitted by the Authority without prior written approval from NDSU.

B. ***FARGODOME Advertising.*** NDSU shall have the right to advertise and publicize the events covered under this Agreement at no cost on the Authority’s electronic display equipment. The Authority and NDSU shall mutually agree on the times when these messages shall run and the content of these messages. The Authority hereby grants NDSU permission to advertise their corporate game sponsor(s) and announcements related to NDSU on the interior electronic message centers and on temporary signs as mutually agreed upon. NDSU shall be responsible for removing all temporary signs and banners immediately after an NDSU related event. If the Authority removes the banners and/or signs, NDSU shall be responsible for payment of all expenses related to the removal. Other than the aforementioned permission for NDSU events, the Authority Reserves all rights to advertising, electronic display equipment messages, temporary signage and banners in their entirety for non-NDSU related events.

C. ***Blocking/Covering FARGODOME Signs.*** The DOME’s permanent signs, graphics or displays must not be visibly blocked in any manner, nor may temporary signs or decorations be attached to permanent building graphics.

36. **SOLICITATION.** No solicitation, distribution or sale of any products, services, advertising or publicity materials or flyers of any type shall be permitted on the DOME premises without obtaining prior written approval from the Authority.

37. **EVENT CONTENT.** To the extent allowed by applicable law, the Authority reserves the right to approve the content of the event, to cancel an event in progress or to have questionable portions of the event removed if such portions contain materials which are illegal or patently offensive in nature.

38. **DEFACEMENTS.** NDSU shall not injure, mar, nor in any manner deface the DOME or any equipment contained therein, and shall not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner injured, marred or defaced. NDSU further will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the DOME, or any equipment contained therein, and will not make or allow to be made any alterations of any kind to the DOME or any equipment contained therein and will not affix or permit to be affixed by adhesives, any signs, posters, notices or graphics of any description without written consent of the Authority. NDSU agrees that if the DOME is damaged by NDSU, its event patrons, guests or any person admitted to the premises as a result of the NDSU event, then NDSU shall pay the Authority upon demand such sums as shall be necessary to restore the premises to their original condition, ordinary wear and tear excepted.

39. **COMPLIANCE WITH LAW.** NDSU agrees that it will comply with all applicable federal, state and local laws, rules, regulations and/or ordinances.

40. **CIVIL RIGHTS/ADA.** NDSU and the Authority hereby agree that they will not illegally discriminate against any persons relative to admission, services or privileges offered to or enjoyed by the general public. NDSU agrees that it will not illegally discriminate against any person relative to hiring and employment practices for any NDSU event involving NDSU staffing. NDSU further agrees to comply and cooperate with the Authority relative to requirements stipulated in the Americans with Disabilities Act (ADA). The Authority shall pay for any alterations to the DOME required under ADA.

41. **ASSIGNMENT.** This Agreement shall not be assigned, transferred or otherwise encumbered by NDSU without the express written approval of the Authority.

42. **SEVERABILITY.** If any of the provisions contained herein shall for any reasons be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions contained herein.

43. **ENTIRE AGREEMENT.** No alterations, variations, additions, addendums, representations or agreements to the terms of this Agreement shall be valid unless stated in writing, signed by both NDSU and the Authority, and made a part of this Agreement. This Agreement and all such written addendums shall supersede any and all oral representations or agreements.

44. **AUTHORITY AND JURISDICTION.** Any privilege, right or pre-eminence of authority not herein defined or clearly expressed shall be construed in accordance with the laws of the state of North Dakota, and any action herein must be brought in the District Court for Cass County, North Dakota. All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of the Authority.

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PRESIDENT, FARGO DOME AUTHORITY

DATE: 6/25/24



ATTEST: SECRETARY, FARGO DOME AUTHORITY

DATE: 6/25/24

MAYOR, CITY OF FARGO

DATE: _____

ATTEST: CITY AUDITOR

DATE: _____



PRESIDENT, NORTH DAKOTA STATE UNIVERSITY

DATE: 6/20/24



ATTEST: NORTH DAKOTA STATE UNIVERSITY
VICE-PRESIDENT FOR FINANCE AND ADMINISTRATION

DATE: 6/20/24



FARGO FIRE DEPARTMENT
637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com

MEMORANDUM

Date: July 3, 2024

To: Board of City Commissioners

From: Brady Scribner, Emergency Manager

Re: NDDDES FY 2024 Emergency Management Performance Grant Application (CFDA 97.042)

Situation:

The application period for the fiscal year 2024 Emergency Management Performance Grant (EMPG) from the North Dakota Department of Emergency Services (NDDDES) is now open. The deadline to apply for this expected and regularly awarded grant funding to The City of Fargo Emergency Manager position is July 19th, 2024.

Background:

The Emergency Management Performance Grant assists states, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal (the Goal) of a secure and resilient nation. Program Objectives include building and sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA) process and other relevant information sources.

The EMPG is expected annually and tracked with project code FI043. Grant revenue and related payroll expenditures are routinely programmed into the annual budget. This grant requires a 50/50 cost share of local funds meaning The City of Fargo will receive 50% of the awarded allocation by meeting all grant requirements listed on pages 15 - 22 of the included Fiscal Year 2024 EMPG Local Guidance document.

Assessment:

The EMPG continues to benefit The City of Fargo by reimbursing a portion of the salary and benefits of the Emergency Manager position. An established accounting process exists to accept quarterly reimbursements from NDDDES upon receipt of quarterly progress reports from the Emergency Manager. The level of grant funding has decreased slightly from \$60,108 received during fiscal year 2023.

Recommended Motion:

Approve submission of a fiscal year 2024 Emergency Management Performance Grant application to the North Dakota Department of Emergency Services in the amount of \$103,232 with a local cost share of \$51,616.

Cc: Fire Chief Steve Dirksen

Attachments: FY_2024_EMPG_Local_Guidance



FISCAL YEAR 2024

EMERGENCY

MANAGEMENT

PERFORMANCE GRANT

(EMPG) LOCAL

GUIDANCE

APPLICATION GUIDANCE
For Local Emergency
Managers

North Dakota Department
of Emergency Services
(NDDDES)
Division of Homeland Security

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Preparedness Grants Manual: <https://www.fema.gov/grants/preparedness/manual>

2022-2026 Strategic Plan: <https://www.fema.gov/about/strategic-plan>

2019 EMAP Standards: <https://emap.org/index.php/what-is-emap/the-emergency-management-standard>

2024 EMPG NOFO: <https://www.fema.gov/grants/preparedness/emergency-management-performance/fy-24-nofo>

Program Description

Funding for this program is provided by the U.S. Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA)/ Grants Program Directorate (GPD). North Dakota applicants must apply for the funding through the North Dakota Department of Emergency Services (NDDes): Division of Homeland Security.

The Emergency Management Performance Grant (EMPG) assists states, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal (the Goal) of a secure and resilient nation.

Program Objectives include building and sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA) process and other relevant information sources.

Assistance Listings Title and Number

Emergency Management Performance Grant Program (97.042)

Federal Notice of Funding Opportunity Title

Fiscal Year 2024 Emergency Management Performance Grant (EMPG) Program

Application Information

Local Emergency Managers must apply for FY 2024 EMPG through NDDes (the SAA).

Cost Share or Match

A 50% non-federal local cost match is required under this program.

DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Date Application Posted to NDDes website:

June 10, 2024

Period of Performance Start Date:

July 1, 2024

Period of Performance End Date:
June 30, 2025

Application Submission Deadline
July 19, 2024, Noon CT

Applicants must submit their application to NDDDES (SAA) by Friday, July 19, 2024, no later than noon CT. All applications **must** be received by the established deadline. **Applicants are solely responsible for completing their application prior to the established deadline. Application instructions are in the EMPG folder in the Grants Management System (GMS).**

By submitting an application to NDDDES, the applicant agrees to comply with the requirements of the Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2024 Emergency Management Performance Grant Program (EMPG) and the terms and conditions of the award.

Unique Entity Identifier

Applicants applying for EMPG funding through NDDDES (SAA) **must** have a Unique Entity Identifier (UEI) number. The applicant must provide a UEI with their application.

If you are going to apply for this funding opportunity and have not obtained a UEI, please obtain a UEI (check with your auditor). If your organization does not yet have a UEI, visit [SAM.gov](https://sam.gov) to get a UEI and select "Get Started", then choose "Get Unique Entity ID."

Obtaining a UEI is free of charge, so if you encounter any organizations or websites soliciting a fee or charge to acquire a UEI it is likely a scam or fraudulent.

Note: If you do not have a UEI by the time the application is due on July 19, 2024, then your application will not be considered for funding.

EMPG NATIONAL PRIORITIES

Priorities should be primarily driven by the THIRA process. Other relevant information sources, such as: 1) after-action reports (AARs) following exercises or real-world events; 2) audit and monitoring findings; 3) Hazard Mitigation Plans; and/or 4) other deliberate planning products may also be used to inform priorities. When developing priorities, sub-recipients should consider the following national priorities, which correspond directly to the 2022-2026 FEMA Strategic Plan.

1) Instill Equity as a Foundation of Emergency Management

- Recipients are strongly encouraged to explore how EMPG Program-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during and after a disaster.
- To the extent possible, equity considerations must be factored into all FY 2024 EMPG Program-funded investments across all national priority areas. Additionally, applicants are required to designate at least one project in their FY 2024 EMPG Program Work Plan that specifically addresses equity considerations.

- Update Emergency Operations Plans (EOPs) and other deliberate plans as necessary to ensure the needs of underserved, at-risk communities are adequately addressed in those plans.
- Provide training and exercises to include representatives of underserved, at-risk communities.
- Incorporating Community Emergency Response Team (CERT) into your community and/or schools.

2) Lead Whole of Community in Climate Resilience

- Climate change is one of the greatest challenges facing emergency managers today, and it continues to shape the field of emergency management. To meet this challenge, the emergency management field needs to anticipate the increasing demands generated by more extreme and frequent disasters, from wildfires to inland flooding. Emergency managers must learn to manage and support climate-related emergencies such as drought and extreme heat.
 - Development/updating of disaster housing plans to incorporate and address climate data/projections/risks (e.g., ensure housing is not placed in potentially climate impacted areas and that housing solutions are climate resilient).
 - The development of evacuation plans in accordance with climate exacerbated risk (e.g., mass evacuation during catastrophic fast-moving events, like wildfires).
 - Establishment of risk communications plans to inform all residents (including those with access and functional needs) about climate risks (e.g., what the communities can do at a local and individual level to prepare) and potential evacuations.
 - Development of internal plans (including response and recovery) that incorporate climate impact on emergency management resources (e.g., personnel, logistics, etc.).
 - Development of climate literacy plans to enable communities to understand and prepare for their climate-related risks.
 - Conduct exercises that incorporate climate considerations into response and recovery efforts to increase climate literacy and prepare communities to respond to and recover from climate-exacerbated disasters.
 - Incorporation of climate considerations into risk assessments (e.g., THIRA) and mitigation plans.
 - Creating or updating hazard fuel reduction and safety zone mapping to manage vegetation within a jurisdiction to minimize potential wildfire ignitions along the wildland-urban interface.

3) Promote and Sustain a Ready FEMA and Prepared Nation

- As disasters become more frequent, severe, and complex, the demands placed upon the emergency management community, as well as federal resources, have increased dramatically.
- To adapt to this trend, FEMA and emergency management communities must expand our approach to readiness, preparedness, and resiliency by increasing the

overall emergency management capabilities at all levels of government, as well as the private sector, the nonprofit sector, and among individuals.

- Aligning state and local readiness plans to these targets will ensure agencies can continuously support the needs and priorities identified by whole community partners, in addition to continuity of government across all hazards.
- Disaster mitigation, preparedness, response, and recovery are not the responsibility of just one agency. Rather, these functions are a shared responsibility requiring coordination of federal agencies, private and social sectors, state, local, tribal, and territorial governments, and other partners. The ability to support communities begins with how emergency management agencies help them prepare before a disaster occurs.
 - Readiness - Catastrophic Disaster Housing
 - Assessment of accessible housing needs, including the unique risks and needs of underserved communities.
 - Readiness - Disaster Financial Management
 - Development of plan for the sequencing of federal, nonprofit, and state disaster programs.
 - Development of Disaster Financial Management Plan.
 - Readiness - Evacuation Plan/Annex
 - Assessment of evacuation capabilities and needs, including ensuring accessibility and effective communication for persons with disabilities and others with access and functional needs, and integration of these requirements into evacuation plans.
 - Development/updating of evacuation plans.
 - Improvement of evacuation capabilities, such as transportation systems to support contraflow lanes.
 - Conducting evacuation training and exercises.
 - Development of public awareness campaign supporting evacuation plans.
 - See Planning Considerations: Evacuation and Sheltering- in-Place for additional guidance.
 - Readiness - Logistics - Distribution Management Planning
 - Development/Updating of a Distribution Management Plan (DMP) which addresses:
 - State/local staging site plans.
 - State/local commodity point of distribution site plans.
 - Staging and Point of Distribution staffing strategies/plans.
 - Transportation strategies/plans
 - Resource sourcing strategies/plans
 - Provision of critical emergency supplies for underserved communities
 - Readiness - Resilient Communications
 - Development of Statewide Communication Interoperability Plans, Tactical Interoperable Communications Plan and Standard Operating Procedures that address continuity and recovery of emergency

- communications systems.
- Conducting risk and vulnerability assessments associated with emergency communications systems, to include cybersecurity risks
- Conducting of National Incident Management Systems (NIMS) compliant training, exercise, and evaluation activities to test emergency communications capabilities, to include testing of resiliency and continuity of communications.
- Physical hardening of infrastructure systems and support emergency communications.

EMPG ELIGIBILITY CRITERIA

1. National Incident Management System (NIMS) Implementation

- Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS.
- All recipients and sub-recipients must work toward achieving the Phase 2 National Qualification System (NQS) implementation objectives and must, a minimum, work toward implementation of NQS by developing and Implementation Plan.
- Please see the Preparedness Grants Manual for more information on NIMS and NQS implementation requirements.

2. Public Alert and Warning Preparedness

- When applying for EMPG funding to exercises, grant recipients and sub-recipients shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS).
- Exercise objectives for public alert and warning should include:
 - Practice of analysis and decision-making in sending an alert to the public.
 - Public alert message writing.
 - Procedures for coordination, review, and approval to send the alert.
 - Practice in sending an alert through the IPAWS.
- Moreover, recipients should clearly outline how they will integrate public alert and warning tests into preparedness efforts and broader exercises.
- Additional information on IPAWS, including best practices, is available at Integrated Public Alert & Warning System/FEMA.gov.

TRAINING AND EXERCISES

Integrated Preparedness Plan (IPP)

Sub-recipients are expected to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of the local multi-year IPP. These priorities should be informed by various factors, including jurisdiction-specific threats and hazards (i.e., the THIRA); areas for improvement identified by real-world events and exercises (i.e., AARs); external requirements such as state or national preparedness reports, homeland security policy, and industry reports; and accreditation standards, regulations, or legislative requirements. Sub-recipients must document these priorities, in conjunction with the Work Plan development process, and use them to deploy a schedule of

preparedness events and activities in the IPP. Information related to IPPs, and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at Homeland Security Exercise and Evaluation Program and FEMA Preparedness Toolkit.

Sub-recipients should ensure that their EMPG Program Work Plans (In Grants Management System Application) and IPPs align with and are complementary to one another and are used in tandem to support shared priorities for building and sustaining local preparedness capabilities. Sub-recipients should use the same shared set of priorities in both their IPP and EMPG Program Work Plan, so that EMPG Program investments and projects help sub-recipients implement the planning, training, and exercise activities in their IPPs and advance their IPP priorities. To this end, sub-recipients should develop their IPPs and EMPG Program Work Plans together to create a planned, organized, and methodical approach for closing capability gaps over multiple years. This will help ensure that priorities for both the IPP and EMPG Program Work Plan are based on closing capability gaps documented in their THIRA and other relevant sources of information. For example, if a recipient selects Logistics and Distribution Management, Resilient Communications, and Housing as its priorities for its EMPG Program Work Plan, those should also be priorities in its IPP. Additionally, IPPs should include all planning, training, and exercise activities funded by the EMPG Program and included in EMPG Program Work Plans, as well as activities funded by other sources. This will ensure that sub-recipients' preparedness projects, investments, and activities are concentrated, focused, and oriented towards closing gaps related to their top priorities, regardless of funding source.

Validating Capabilities through Exercises

All sub-recipients are required to develop and maintain a progressive exercise program consistent with HSEEP guidance in support of the National Exercise Program (NEP). The NEP serves as the principal exercise mechanism for examining national preparedness and measuring readiness. The NEP is a two-year cycle of exercises across the nation that validates capabilities in all preparedness mission areas. The two-year NEP cycle is guided by Principals' Strategic Priorities, established by the National Security Council, and informed by preparedness data from jurisdictions across the Nation. See Exercises for additional information.

While there are no minimum exercise requirements for FY 2024, NDDes is requiring each county to conduct one exercise in their jurisdiction to test their plans and their responder's plans. The exercise needs to be a tabletop or higher and be progressive. These exercises must be included in the FY 2024 EMPG Program Work Plan submitted for state approval and should also be included in the local IPP. A real event will need to be approved by the Exercise Officer and Training Officer to ensure it meets the priorities set in the local IPP. See exercise requirement on page 19 below.

Sub-recipients should submit their AAR/IP to NDDes no later than 90 days after completion of the exercise. Sub-recipients are reminded of the importance of implementing corrective actions throughout the exercise cycle.

Training

Like the exercise guidance above, training activities should align to your current, multi-year IPP developed through an annual IPPW and build from training gaps identified in the THIRA and work plan development process.

Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience, all of which is included in the curriculum of the EMI Basic Academy. The EMI Basic Academy provides a foundational education in emergency management as a way for emergency managers to begin or advance their career. The goal of the Basic Academy is to support the early careers of managers through a training experience combining knowledge of all fundamental systems, concepts, and practices of cutting-edge emergency management.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses. Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. NIMS is also included in the curriculum of the EMI Basic Academy.

All EMPG Program-funded personnel are expected to be trained Emergency Managers (see NQS Implementation section). All EMPG Program-funded personnel must complete *either* the Independent Study courses identified in the Professional Development Series, *or* the National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local, tribal, territorial, regional, or other designated location.

In addition to training activities aligned to and addressed in the IPP, all EMPG Program-funded personnel (including full- and part-time SLTT recipients and sub-recipients) must complete the following training requirements and record proof of completion:

- 1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)⁴, **and**;
- 2) Professional Development Series (PDS) **or** the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

| PDS Professional Development Series | OR | Basic Academy Basic Academy Pre-requisites and Courses |
|--|-----------|--|
| IS-120.a: An Introduction to Exercises | OR | IS-100 (any version): Introduction to the Incident Command System |
| IS-230.d: Fundamentals of Emergency Management | OR | IS-700 (any version): National Incident Management System (NIMS) – An Introduction |
| IS-235.b: Emergency Planning | OR | IS 800 (any version): National Response Framework, An Introduction |
| IS-240.b: Leadership and Influence | OR | IS-230.d: Fundamentals of Emergency |

| | | |
|---|----|--|
| | | Management |
| IS-241.b: Decision Making and Problem Solving | OR | E/L101: Foundations of Emergency Management |
| IS-244.b: Effective Communication | OR | E/L102: Science of Disasters |
| IS-244.b: Developing and Managing Volunteers | OR | E/L103: Planning Emergency Operations EL04: Exercise Design |
| | OR | E/L105: Public Information & Warning |

PROGRAM FUNDING GUIDELINES

Federal funds made available through this award may be used only for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the federal government or any other government agency.

EMPG sub-recipients may only fund activities and projects that are included on their FY 2024 EMPG Program Work Plan submitted to and approved by NDDES.

The following types of projects will **not** be considered:

- Unmanned Aircraft Systems (UAS)
- Weapons/weapons accessories/ammunition
- Costs associated with hiring, equipping, training, etc., sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
- Costs that supplant traditional public safety positions and responsibilities.
- Activities and projects unrelated to the completion and implementation of the EMPG program.
- Covered (People's Republic of China) Telecommunications Equipment or Services (2 CFR § 200.216)

Allowable Costs

Cost Principles:

All costs charged to this award must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E.

In general, the following costs are allowed under this program: planning, organization, equipment, training, exercise, and travel. See the NDDES Fiscal and Program Policy, located in the EMPG folder on the Grants Management System for more information.

Management & Administration (M&A) Costs

Management and Administration (M&A) activities are not operational costs; they are costs and activities incurred in direct support of the grant or because of the grant and should be allocated across the entire lifecycle of the grant. They are directly related to managing and administering

the award, such as financial management and monitoring. It should be noted that salaries of local emergency managers are not typically categorized as M&A unless the local emergency manager chooses to assign personnel to specific M&A activities.

Local EMs may retain and use up to five percent (5%) of the amount received from the state for local M&A purposes.

Whole Community Preparedness

EMPG Program sub-recipients should engage with the whole community to advance community and individual preparedness and to work as a nation to build and sustain resilience. Sub-recipients should consider the three goals of the 2022-2026 FEMA Strategic Plan in their program design and delivery. Sub-recipients should integrate program design and delivery practices that ensure representation and services for under-represented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

Individual preparedness should be coordinated by an integrated body of government and nongovernmental representatives as well, including but not limited to, elected officials, the private sector (especially privately owned critical infrastructure), private nonprofits, nongovernmental organizations (including faith-based, community-based, and voluntary organizations), advocacy groups for under-represented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations. By engaging these stakeholders, EMPG Program sub-recipients can help FEMA develop and promote a suite of well-targeted solutions for individuals and communities to adopt. Sub-recipients should coordinate preparedness initiatives with FEMA and whole community partners to efficiently apply federal funding to reach the goal of individual and community resilience.

The following preparedness programs are allowable expenses and resources:

- **Community Emergency Response Team (CERT)** programs, which educate volunteers about disaster preparedness for the hazards that may impact their area and train them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks. Contact Larry Regorrah, he is the CERT Program Manager for the state.
- **Financial Preparedness Activities** that encourage and assist Americans in preparing for the true cost of disasters. Allowable activities include encouraging emergency savings, promoting home and renter's insurance, and promoting flood insurance for individuals and families. Partnerships with local financial wellness organizations such as credit unions, financial counselors, community banks, and others that reach a variety of audiences are encouraged.
- **Preparedness of Community-Based Organizations** that serve as a critical safety net for Americans disproportionately impacted by disasters. Examples of community-based organizations

include but are not limited to food banks, food pantries, homeless shelters, school readiness and after school centers, adult day care centers, job training centers, legal assistance centers, and cultural centers. Allowable activities include Whole Community exercises, trainings, and activities focused on staff preparedness, information sharing with clients and government, and continuity of essential functions in the event of an emergency.

- **Youth Preparedness Resources** are available on Ready Kids. Bolstering youth preparedness across the nation is a priority for FEMA as the Agency works with state, local, tribal, and territorial partners to create a culture of preparedness in the United States. Information on youth-centric educational curricula, games, planning materials, and other relevant resources can be found at Ready Kids. Furthermore, FEMA's Individual and Community Preparedness Division and regional-based Community Preparedness Officers are available to provide grant recipients with guidance and assistance.

See 2024 Preparedness Grants Manual - Chapter 12

EMPG Program Specific Application Instructions

The application guide to submit to NDDes via the NDDes Grants Management System is in the EMPG folder on the Grants Management System (GMS) login page.

Award Administration Information

Notice of Grant Award

Notification of award approval is made through the NDDes Grants Management System (GMS) to the sub-recipient's authorized official listed in the initial application. The sub-recipient should follow the directions in the notification to confirm acceptance of the award.

Sub-recipients must accept their awards no later than 10 days from the award date. The sub-recipient shall notify NDDes of its intent to accept and proceed with work under the award by signing the Notice of Grant Award and initial the Special Conditions pages and upload them to the Project page in the GMS.

Funds will remain on hold until the sub-recipient accepts the award and all other conditions of the award have been satisfied, or the award is otherwise rescinded. Failure to accept the grant award within the 10-day timeframe may result in a loss of funds. Sub-recipients who wish to decline the award must provide a written notice of intent to decline through the GMS.

Sub-award of sub-recipients whose project(s) require an EHP and who's EHP is not approved by DHS/FEMA within 30 days of the State receiving the federal award, will include the condition that the project cannot be started, or any funds expended until the EHP is approved. Projects started prior to EHP approval will result in the award being rescinded. NDDes will notify the sub-recipient when the EHP has been approved.

See the [Preparedness Grants Manual](#) for information on federal administrative and national policy

requirements, including the DHS Standard Terms and Conditions. Specific information on EMPG is in Chapter 12.

Before accepting the award, the Emergency Manager should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Sub-recipients must accept all conditions in the NOFO as well as any Special Terms and Conditions in the Notice of Award to receive an award under this program.

Reporting

Sub-recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds reimbursement may be withheld if these reports are delinquent. **Reporting will be done electronically through the NDDes Grants Management System (GMS) located at <https://grants.des.nd.gov/>.**

In addition, sub-recipients may have additional reporting requirements to the federal awarding agency. See the [Preparedness Grants Manual](#) for information on federal reporting requirements, including financial, programmatic, and closeout reporting and disclosing information per 2 C.F.R. § 180.335.

Financial Reporting Requirements

Sub-recipients must submit a reimbursement request through the NDDes Grants Management System (GMS) at least every quarter. See the [Reimbursement Processing Checklist](#) for a list of documentation that must be included with the reimbursement request.

Program Performance Reporting Requirements

Sub-recipients are responsible for providing updated performance reports on a quarterly basis through the NDDes Grants Management System (GMS).

Program Performance Reporting Periods Due Dates

The following reporting periods and due dates apply for the performance progress reports:

| Reporting Period | Report Due Date |
|-------------------------|-----------------|
| October 1 - December 31 | January 15 |
| January 1 - March 31 | April 15 |
| April 1 - June 30 | July 15 |
| July 1 - September 30 | October 15 |

Program Reimbursement Request Due Dates

The following reporting periods and due dates apply for the reimbursement requests.

| Reporting Period | Report Due Date |
|-------------------------|-----------------|
| October 1 - December 31 | January 30 |
| January 1 - March 31 | April 30 |
| April 1 - June 30 | July 31 |
| July 1 - September 30 | October 31 |

Closeout Reporting Requirements

Within 15 days after the end of the Period of Performance, sub-recipients must submit a final reimbursement request and final project status report detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the Period of Performance, as well as other documents required by program guidance or terms and conditions of the award, to include the tangible personal property report (inventory of all equipment and software acquired using funds from the award).

The sub-recipient must liquidate all obligations incurred under the EMPG award by the end of the period of performance. Unliquidated obligations at the end of the period of performance will result in the costs being disallowed.

After these reports have been reviewed and approved by NDDes, a close-out notice will be completed to close out the grant. The notice will indicate the Period of Performance is closed, list any remaining funds that will be de-obligated, address the requirement of maintaining the grant records for three years from the date of the final Federal Financial Report submitted by NDDes to DHS/FEMA, and disposition and reporting requirements for any equipment purchased using EMPG funding.

Federal rules require that all equipment purchased with federal funds must be inventoried and tagged. Sub-recipients are to record equipment purchased with a value of \$5,000 or more on the Inventory List form and submit it to NDDes. NDDes will then issue the sub-recipient inventory tags based on the submitted form. All inventory tags must be placed on identified equipment within 30 days of receiving the tags.

Environmental Planning and Historic Preservation (EHP) Compliance

As a Federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws, and Executive Orders as applicable. Sub-recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description (EHP Screening Form) along with

supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. **An EHP must be completed for all training and exercise** and of course, for equipment. The forms have been updated to make it easier. There is now a separate form for each of the 3 projects (Training, Exercise and Equipment). They are in the EMPG folder under “templates.

The EHP review process must be completed before funds are released to carry out the proposed project, otherwise, NDDes will not be able to fund the project due to non- compliance with EHP laws, executive orders, regulations, and policies.

Additionally, all sub-recipients are required to comply with GPD EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1 at <https://www.fema.gov/media-library/assets/documents/85376> and GPD EHP Compliance and Reference Documentation.

Costs incurred to comply with FEMA’s EHP requirements are the responsibility of the sub-recipient. This includes costs associated with the preparation, collection, or assembly of the necessary documentation, the submission of the EHP clearance form, and/or the consultation fees for the development of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS).

NDDes GRANT REQUIREMENTS

This is a four (4) quarter grant to coincide with the EM Duties Checklist. The National Priority of Equity is once again mandatory this year. On pages 4-6 of this document, you will find a list of the types of projects you could consider. **The project will need to be part of your FY 2024 EMPG application work plan.**

NDDes REQUIRED TASKS - Instructions to the EM Duties Checklist

- **WebEOC** - Will no longer be a requirement of EMPG. The State Emergency Operations Center (SEOC) and Watch Center continue to request your assistance in keeping the State informed of what is happening in your jurisdiction.
 - WHY - WebEOC provides situational awareness and a common operating picture at all levels of government of ongoing incidents within the state. It provides leadership and key agencies with the necessary information to determine what actions (i.e., pre-positioning or movement of resources, outreach/coordination with other agencies, public messaging, etc.), if any, are needed. WebEOC is a perishable skill if not used on a regular basis and therefore it is imperative that all emergency managers maintain a level of proficiency; especially if there aren’t many incidents in your jurisdiction.
 - Report all incident-related information (i.e., storm reports, declarations, fires damage reports, etc.) and submit requests for State/Federal assistance via WebEOC.
 - Any incident meeting the Incident Reporting Guidance, located in the WebEOC

Event/Position Log, needs to be reported via WebEOC.

- It is your responsibility to log the information into WebEOC.

July - September 2024

- Public Alerts and Warning
 - This has become a federal requirement this year.
 - If you are an IPAWS participant, you must complete an IPAWS proficiency test once a quarter to maintain a certificate.
 - If you don't participate in IPAWS, you need to submit logs of other community alerting testing or a public information release once a quarter to Eric Upton.
- Local Emergency Operations Plan (LEOP)
 - To be updated every two years.
 - Plans should include:
 - Local & Private Resources
 - Evacuation Plan
 - Shelter and Mass Care Annex
 - If yours was updated last year, note in your Quarterly Progress Report that it is up to date.
 - The most up-to-date document should be in your TEAMS folder. If you can't upload it there, then send it to Regional Coordinator to upload it.
 - Due September 30, 2024.
- LEPC Membership List
 - Update electronic copy of LEPC Membership list and upload with your Quarterly Progress Report. **You no longer need to put in WebEOC, Jeff has access to the Quarterly Reports in GMS.**
 - Due September 30, 2024.
- LEPC Meeting Minutes
 - There needs to be one (1) LEPC Meeting per (POP) Period of Performance (July 1, 2024 - June 30, 2025).
 - After you have an LEPC Meeting, the minutes need to be uploaded with your Quarterly Progress Report. **You no longer need to put in WebEOC, Jeff has access to the Quarterly Reports in GMS.**
- Quarterly Progress Report - Due October 15, 2024
- Quarterly Reimbursement Request - Due October 31, 2024
- Equity Project
 - Is a federal requirement.
 - CERT Option
 - If you chose CERT for the 2023 Grant, you should have completed:
 - IS-317.A - Introduction to Community Emergency Response Team.
 - CERT Basic Training class through the University of Utah (online portion).
 - Schedule the hands-on portion through DES and complete by June 30, 2024.
 - The continuation for CERT in the 2024 Grant, is to complete the CERT Train-the Trainer (hybrid) class through DES.

- If you did not choose this option for the 2023 Grant, you can choose it for the 2024 Grant, if you so desire.
- How to register can be found in the EMPG Folder in the Grants Management System (GMS). It is called: "ND Hybrid Basic CERT Instructions".
- If you chose a different option other than CERT, it should have been started for the 2023 Grant and have a finish date the end of 2024 EMPG grant period.

October - December 2024

- **Public Alerts and Warning**
 - This has become a federal requirement this year.
 - If you are an IPAWS participant, you must complete an IPAWS proficiency test once a quarter to maintain a certificate.
 - If you don't participate in IPAWS, you need to submit logs of other community alerting testing or a public information release once a quarter to Eric Upton.
- **Local Hazardous Materials Operational Procedures**
 - To be updated every year.
 - If no updates, state in Quarterly Progress Report.
 - Due December 31, 2024.
- **THIRA Review /SPR**
 - Review and update as needed THIRA steps 1-3.
 - Complete SPR 1 & 2.
 - Due November 30, 2024.
- **Hazconnect**
 - Need to login once a year.
 - Due December 31, 2024
- **LEPC Meeting Minutes**
 - There needs to be one (1) LEPC Meeting per (POP) Period of Performance (July 1, 2024 - June 30, 2025).
 - After you have an LEPC Meeting, the minutes need to be uploaded with your Quarterly Progress Report. **You no longer need to put in WebEOC, Jeff has access to the Quarterly Reports.**
- **Quarterly Progress Report** - Due January 15, 2025
- **Quarterly Reimbursement Request** - Due January 31, 2025
- **Equity Project**
 - Is a federal requirement.
 - CERT Option
 - If you chose CERT for the 2023 Grant, you should have completed:
 - IS-317.A - Introduction to Community Emergency Response Team.
 - CERT Basic Training class through the University of Utah (online portion).
 - Schedule the hands-on portion through DES and complete by June 30, 2024.
 - The continuation for CERT in the 2024 Grant, is to complete the CERT Train-the Trainer (hybrid) class through DES.

- If you did not choose this option for the 2023 Grant, you can choose it for the 2024 Grant, if you so desire.
- How to register can be found in the EMPG Folder in the Grants Management System (GMS). It is called: "ND Hybrid Basic CERT Instructions".
- If you chose a different option other than CERT, it should have been started for the 2023 Grant and have a finish date the end of 2024 EMPG grant period.

January - March 2025

- **Public Alerts and Warning**
 - This has become a federal requirement this year.
 - If you are an IPAWS participant, you must complete an IPAWS proficiency test once a quarter to maintain a certificate.
 - If you don't participate in IPAWS, you need to submit logs of other community alerting testing or a public information release once a quarter to Eric Upton.
- **LEPC Meeting Minutes**
 - There needs to be one (1) LEPC Meeting per (POP) Period of Performance (July 1, 2024 - June 30, 2025).
 - After you have an LEPC Meeting, the minutes need to be uploaded with your Quarterly Progress Report. **You no longer need to put in WebEOC, Jeff has access to the Quarterly Reports.**
- **Integrated Preparedness Plan Workshop (IPPW)**
 - All Integrated Preparedness Plan Workshops (IPPW) must be completed by March 31, 2024. Documentation of the Workshop is due with your quarterly progress report (by April 15, 2025).
 - Live group video calls will be conducted beginning December 2024 to discuss alternate methods of conducting an IPPW in jurisdictions where face-to-face meetings are a challenge.
 - Jurisdictions must identify and submit to Scott Helphrey, a point of contact (POC) and alternate POC for their IPP by April 1, 2024, who will:
 - Act on behalf of the jurisdiction as primary contact with all communications regarding the IPP.
 - Participate in DES-led IPP meetings.
 - Have decision-making authority regarding questions, concerns, IPP submission, editing and reviews of the IPP.
 - Jurisdictions participating in Regional IPPs must follow the same guidelines selecting individuals to act on behalf of the group with the same authority and responsibilities.
 - Should include representatives from the jurisdiction's training and exercise, budget, planning, recovery and mitigation, threat, and risk assessment, and first responder agencies such as fire, law enforcement, emergency medical services, and healthcare. Other recommended participants include elected officials, key business partners, representatives of the public, subject matter experts (SMEs) and representatives of special needs and underserved groups.
 - IPPW Completed by March 31, 2025.

- IPPW documentation submitted with Quarterly Progress Report by April 15, 2024.
- **Quarterly Progress Report - Due April 15, 2025**
- **Quarterly Reimbursement Request - Due April 30, 2025**
- **Equity Project**
 - Is a federal requirement.
 - CERT Option
 - If you chose CERT for the 2023 Grant, you should have completed:
 - IS-317.A - Introduction to Community Emergency Response Team.
 - CERT Basic Training class through the University of Utah (online portion).
 - Schedule the hands-on portion through DES and complete by June 30, 2024.
 - The continuation for CERT in the 2024 Grant, is to complete the CERT Train-the Trainer (hybrid) class through DES.
 - If you did not choose this option for the 2023 Grant, you can choose it for the 2024 Grant, if you so desire.
 - How to register can be found in the EMPG Folder in the Grants Management System (GMS). It is called: "ND Hybrid Basic CERT Instructions".
 - If you chose a different option other than CERT, it should have been started for the 2023 Grant and have a finish date the end of 2024 EMPG grant period.

April - June 2025

- **Public Alerts and Warning**
 - This has become a federal requirement this year.
 - If you are an IPAWS participant, you must complete an IPAWS proficiency test once a quarter to maintain a certificate.
 - If you don't participate in IPAWS, you need to submit logs of other community alerting testing or a public information release once a quarter to Eric Upton.
- **LEPC Meeting Minutes**
 - There needs to be one (1) LEPC Meeting per (POP) Period of Performance (July 1, 2024 - June 30, 2025).
 - After you have an LEPC Meeting, the minutes need to be uploaded with your Quarterly Progress Report. **You no longer need to put in WebEOC, Jeff has access to the Quarterly Reports.**
- **Annual Section 324 Notice**
 - The public notice should be posted by April 30, 2025. This allows for the reporting season to close and the newest information be made available to the citizens of North Dakota.
 - The EPCRA guidance out of the handbook and a template example that can be used by the LEPC's are in the EMPG folder in the Grants Management System under Resources.
 - The template can be modified to meet your community needs as you see fit.
 - Because there is no longer one standalone means of reaching the mass community, there needs to be numerous means to reach as much of the

- community as possible (digital, newspaper, social media platforms, etc.).
 - A copy needs to be uploaded with the Quarterly Progress Report. Due July 15, 2025.
- **Integrated Preparedness Plan (IPP)**
 - To be submitted to Scott Helphrey by June 01, 2025.
 - Once approved, needs to be uploaded with FY2024 Application in GMS on the blue screen (Project Page).
- **Training - Two scenarios**
 - Initial Training (Year One) - The Professional Development Series (online) must be completed within one (1) year of starting your position. It is a requirement for Basic Academy.
 - Continuing Education (Year Two and Going Forward) - All EMs will complete a minimum of eight (8) total hours of training per year. Meetings, conferences, and exercises do not count toward training hours.
 - All training certificates should be loaded into the Learning Management System.
- **Exercise**
 - At a minimum one (1) exercise will be conducted in your jurisdiction to test your plans and responders as related to your IPP priorities.
 - You have the option of conducting your own exercise within your jurisdiction or having the Regional Coordinator's facilitate a functional exercise that the state will put together based on statewide common core capabilities in all IPPs.
 - The State will write the exercise and the Regional Coordinator will facilitate the exercise.
 - The County EM is responsible for all logistics and writing the AAR.
 - There are two options for the exercise and must be designated in your workplan in the 2024 EMPG application.
 - If you designate having the Regional Coordinator's facilitate and you decide to do it on your own, that is acceptable.
 - If you designate that you will do the exercise yourself and then decide you want the Regional Coordinator's to facilitate, that is not acceptable.
 - Substitution of real events need to be approved by Scott/Larry.
 - Completed by June 15, 2025.
- **After-Action Report/Improvement Plan (AAR/IP)**
 - AAR/IP for the tabletop, functional, or full-scale exercise conducted in your jurisdiction must be completed and sent to Larry by June 30, 2025.
 - This also includes AAR/IP's written by third party contractors.
- **Quarterly Progress Report - Due July 15, 2025**
- **Quarterly Reimbursement Request - Due July 31, 2025**
- **Equity Project**
 - Is a federal requirement.
 - CERT Option
 - If you chose CERT for the 2023 Grant, you should have completed:
 - IS-317.A - Introduction to Community Emergency Response Team.
 - CERT Basic Training class through the University of Utah (online portion).

- Schedule the hands-on portion through DES and complete by June 30, 2024.
- The continuation for CERT in the 2024 Grant, is to complete the CERT Train-the Trainer (hybrid) class through DES.
- If you did not choose this option for the 2023 Grant, you can choose it for the 2024 Grant, if you so desire.
- How to register can be found in the EMPG Folder in the Grants Management System (GMS). It is called: "ND Hybrid Basic CERT Instructions".
- If you chose a different option other than CERT, it should have been started for the 2023 Grant and have a finish date the end of the 2024 EMPG grant period.

2024 EMPG Task List

| OPERATIONS | July-Sept, 2024 | Oct-Dec 2024 | Jan-March 2025 | April-June 2025 | Send to: |
|---|--------------------|-----------------|-------------------|--------------------|--------------------------------------|
| Public Alert & Warning: *Must complete an IPAWS proficiency test once a quarter to maintain a certificate. *Those without IPAWS need to submit logs of other community alerting testing or a public information release once per quarter. | Quarterly | Quarterly | Quarterly | Quarterly | Eric Upton |
| | | | | | |
| PLANNING | | | | | |
| Local Emergency Operations Plan: *To be updated every two years. *Plans should include Local & Private Resources, Evacuation, Shelter Mass Care Annex with capabilities. *Make sure the most current is in your Teams Folder. * If no updates, state so in Quarterly Report. | 9/30/2024 | | | | Regional Coordinator |
| Local Hazardous Materials Operational Procedures * To be updated yearly. | | 12/31/2024 | | | WebEOC (Local File Library) |
| THIRA - Review/Update Steps 1-3, Complete SPR 1 & 2 | | 11/30/2024 | | | Teams Folder or Regional Coordinator |
| | | | | | |
| HAZMAT/LEPC | | | | | |
| Publish Annual Section 324 Notice. Upload a copy with Quarterly Report in GMS. | | | | 4/30/2025 | GMS |
| Hazconnect Login - Need to login once a year. | | 12/31/2024 | | | Jeff Thompson |
| Submit Electronic Copies of LEPC Membership List. Upload in GMS with Quarterly Report. | 9/30/2024 | | | | GMS |
| LEPC Meeting Minutes (Need Minutes, not agenda)- Upload in GMS with Quarterly Report. | Ongoing | Ongoing | Ongoing | Ongoing | GMS |
| | | | | | |
| TRAINING | | | | | |
| Integrated Preparedness Plan Workshop (IPPW) | | | 3/31/2025 | | Scott |

| | | | | | |
|---|--------------------|--------------------|--------------------|--------------------|-------------|
| Integrated Preparedness Plan (IPP) | | | | 6/1/2025 | Scott |
| Initial Training (Year One) - The Professional Development Series (online) must be completed within one (1) year of your start date. | 1 Year Anniversary | 1 Year Anniversary | 1 Year Anniversary | 1 year Anniversary | Scott |
| Continuing Education (Year Two & Later) - All EMs will complete a minimum of eight (8) total hours of training per year. Meetings, conferences, and exercises do not count toward training hours. | | | | 6/30/2025 | Scott |
| EXERCISE | | | | | |
| *At a minimum one (1) Exercise will be conducted in your jurisdiction to test your plans and responders as related to your IPP priorities. *Can choose to do your own or have the Regional Coordinator's facilitate a functional exercise for you. * Real events need to be approved by Scott/Larry. | | | | 6/15/2025 | Larry |
| All AARs for Exercise will be submitted to Scott/Larry No Later Than 90 days after the exercise is completed. | | | | 6/30/2025 | Scott/Larry |
| PREPAREDNESS | | | | | |
| Equity Project - Report on progress of project each quarter | Quarterly | Quarterly | Quarterly | Quarterly | GMS |
| REPORTING | | | | | |
| Quarterly Reports | 10/15/2024 | 1/15/2024 | 4/15/2025 | 7/15/2025 | *GMS |
| Reimbursement Requests must be done at least quarterly. | 10/31/2024 | 1/31/2024 | 4/30/2025 | 7/31/2025 | *GMS |
| *GMS (Grants Management System) | | | | | |

NDDDES Awarding Agency Contact Information

NDDDES staff will provide programmatic support and technical assistance. A list of contacts is provided below:

- Programmatic or Administrative Questions (grant guidance, reimbursement requests, change requests, etc.)
 - Annette Sabot asabot@nd.gov
 - Debbie LaCombe dlacombe@nd.gov
 - Karen Hilfer khilfer@nd.gov
 - EHP Review Process (EHP guidance, screening form, etc.)



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 27, 2024

RE: NOTICE OF GRANT AWARD FOR IMMUNIZATION
COOPERATIVE AGREEMENT.
NO: G23.885 CFDA: 93.268
FUNDS: \$75,487
EXPIRES: 06/30/2025

The attached notice of grant award is for increasing immunization rates for local public health units.

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

Suggested Motion:

Move to approve this grant award from the ND Department of Health and Human Services.

DF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

| | | |
|--|---|--|
| Grant Number G23.885 | CFDA Name Immunization Cooperative Agreement | CFDA Number 93.268 |
| FAIN Number NH23IP922623 | Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D | Grant Start Date 7/1/2024 |
| Federal Award Date | Grant End Date 6/30/2025 | |
| Federal Awarding Agency Centers for Disease Control and Prevention | | |
| This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document. | | |
| Title of Project/Program Increasing Immunization Rates – Local Public Health | North Dakota Department of Health and Human Services (NDDHHS) Project Code 2201 S315 08 (PPHF): \$67,938 2201 S315 06 (Pan Flu): \$7,549 | |
| Grantee Name Fargo Cass Public Health | Project Director Molly Howell, Immunization Director | |
| Address 1240 25 th Street South | Address 600 East Boulevard Ave., Dept. 325 | |
| City/State/ZIP Code Fargo, ND 58103-2367 | City/State/ZIP Code Bismarck, ND 58505-0250 | |
| Contact Name Desi Fleming | Contact Name Molly Howell, Immunization Director | |
| Telephone Number 701-241-1380 | Telephone Number 701-328-4556 | |
| Email Address dfleming@fargond.gov | Email Address mahowell@nd.gov | |
| | NDDHHS Cost Share | Grantee Cost Share |
| Amount Awarded | \$75,487 | \$0 |
| Previous Funds Awarded | \$0 | \$0 |
| Total Funds Awarded | \$75,487 | \$0 |
| Indirect Rate (Check One) | <input checked="" type="checkbox"/> Subrecipient waived indirect costs | <input type="checkbox"/> De minimis rate of 10% |
| | | <input type="checkbox"/> Negotiated/Approved rate of % |
| Scope of Service Grantee shall provide services as outlined in Attachment A. | | |
| Reporting Requirements Reporting requirements are outlined in Attachment B. | | |
| Special Conditions Non-allowable expenses include vaccine, promotional materials (i.e., plaques, clothing, lanyards), purchase of food (unless part of travel per diem), advertising costs (exhibits, displays, souvenirs), lobbying, or honoraria. Additional non-allowable expenses can be found in 2 CFR Part 200, 45 CFR Part 75 and the HHS Grants Policy Statement. | | |
| 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: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations. | | |
| Evidence of Grantee's Acceptance | | Evidence of NDDHHS Acceptance |
| Date 06/27/2024 | Signature <i>Desi Fleming RN, MSN</i> | Date |
| | | Signature |
| Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health | | Typed Name/Title of Authorized Representative Molly Howell, MPH, Immunization Unit Director Assistant Section Director, Disease Control & Forensic Pathology |
| 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 |
| 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. | | |

G23.885
Fargo Cass Public Health
Attachment A

2019 – 2025 North Dakota Local Public Health Unit Increasing Immunization Rates Grants

Scope of Service

The objectives of this award are in line with the *2019 – 2025 Centers for Disease Control and Prevention National Center for Immunization and Respiratory Diseases Immunization Program Operations Manual (IPOM)*.

Activities: Required activities are shown shaded.

Describe geographic areas or population subgroups known or suspected to have low coverage for some or all vaccines, indicating a disparity may exist (e.g., residents of a county with a high number of uninsured, low-income children; rural adolescents; school district with low adherence to school entry vaccination requirements; pregnant women; high risk adults).

- Utilize North Dakota Immunization Information System (NDIIS) and school immunization survey coverage rates for your jurisdiction and/or facility to determine baseline rates. Rates should include, but are not limited to:
 - Infants
 - 4:3:1:3:3:1:4 series
 - Influenza
 - Children (kindergarten entry)
 - Adolescents
 - Tdap
 - MCV4
 - HPV
 - Influenza
 - Adults
 - PCV13
 - PPSV23
 - Zoster
 - Influenza
- Utilize baseline rates to establish immunization coverage goals for the one-year and five-year grant period.

Prioritize one or more geographic regions or population subgroups identified above for targeted programmatic activities to increase vaccination coverage.

- Implement evidence-based activities to increase immunization coverage rates.
 - Evidence-based activities are described in [The Community Guide](#).
 - Examples include, but are not limited to:
 - Reminder/recall for immunizations
 - Provider reminders (forecasting)
 - Vaccination programs in WIC settings
 - Implementation of school-located vaccination programs
 - Outreach through immunization coalitions
 - Worksite immunizations
- **Report activities to increase immunization coverage rates on quarterly activity reports.**
- Summarize evidence of impact or evaluation results, if available.

Identify and collaborate with immunization coalitions, health care systems, public health programs (e.g., chronic disease, STD, WIC, HIV), community-based organizations, and other stakeholders to engage populations/communities (e.g., tribal, adult, adolescent, or other ethnic, racial, or cultural subpopulations).

- Participate or host regular meetings with immunization stakeholders in your area in an effort to increase immunization coverage rates.
- Report the number of meetings hosted and/or attended on quarterly activity reports.

Identify and collaborate with points-of-contact (POCs) from the jurisdiction's American Indian (AI) communities, tribal governments, tribal organizations representing those governments, tribal epidemiology centers, or Alaska Native villages and corporations to improve vaccination coverage among AI communities.

- Convene meetings with tribal health and/or Indian Health Services about immunizations.
- Engage tribes in immunization activities.
- Report the number of meetings and/or contacts with American Indian organizations on the quarterly activity report.

Implement educational programs for immunization providers and stakeholders.

- Participate on NDHHS immunization Lunch and Learn webinars or other immunization-related webinars.
- Attend the North Dakota Immunization Conference (if applicable).
- Provide immunization-related educational opportunities to healthcare providers and other stakeholders in your area.
- Report the number of webinars and/or other educational opportunities held or attended on the quarterly activity report.

Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are nationally notifiable and reportable in the jurisdiction in accordance with the *CDC Manual for the Surveillance of Vaccine-Preventable Diseases*.

- If requested, assist the NDHHS with the investigation and/or response to vaccine preventable diseases.

Collaborate with schools, school districts, early childhood facilities, and other stakeholders to improve vaccination coverage in childcare and school settings.

- Assist schools with determining the up-to-date status of students.
- Conduct school-located vaccination clinics.
- Educate schools about school immunization requirements.

Pandemic Influenza Preparedness

(At least 10% of time must be devoted to this program area)

Work with new and existing partners to increase demand for seasonal influenza vaccine to improve preparedness for an influenza pandemic, including school-located vaccination. (Choose at least one of the following)

- 1) Conduct school-located vaccination clinics.
 - Activity reports on school-located clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
- 2) Conduct mass or off-site clinics for vaccination.
 - Activity reports on mass clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
- 3) Work with new and existing partners, such as local authorities, health care institutions, medical providers, pharmacies, visiting nurse associations, community vaccinators, community outreach groups, advocacy groups, and/or local businesses, especially those who serve groups at high risk for complications from influenza infection and/or in underserved population groups, to increase demand for seasonal influenza immunization.
 - Report the number and types of partners engaged to promote seasonal influenza vaccination. Include the specific race/ethnicity/target groups focused on.

G23.885
Fargo Cass Public Health
Attachment B
2019 – 2025 North Dakota Local Public Health Unit Increasing Immunization Rates Grants

Reporting Requirements

Grantee must submit activity reports and expenditure reports at least quarterly via the Program Reporting System (PRS). If requesting reimbursement more frequently than quarterly, then activity reports must be submitted more frequently with requests for reimbursement in PRS. A required immunization activity report will be provided by NDDHHS and should be attached in PRS with requests for reimbursement.

- Activity report and expenditure report for the period ending September 30, 2024 must be submitted by October 15, 2024.
- Activity report and expenditure report for the period ending December 31, 2024 must be submitted by January 15, 2025.
- Activity report and expenditure report for the period ending March 31, 2025 must be submitted by April 15, 2025.
- Activity report and expenditure report for the period ending June 30, 2025 must be submitted by July 15, 2025.

Reimbursement will be processed upon Department approval of activity reports and expenditure reports.



(21)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 28, 2024

**RE: NOTICE OF GRANT AWARD FOR PHEP – EPR ALL HAZARDS
ALLOCATION.**
NO: G23.741 CFDA: 93.069
FUNDS: \$17,232
EXPIRES: 06/30/2025

The attached notice of grant award is for Public Health Emergency Preparedness (PHEP) – EPR All Hazards Allocation.

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

Suggested Motion:

Move to approve this grant award from the ND Department of Health and Human Services.

DF/lis
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

| | | | |
|---|--|---|--|
| Grant Number G23.741 | CFDA Name Public Health Emergency Preparedness (PHEP) | | CFDA Number 93.069 |
| FAIN Number | Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D | Grant Start Date 7/1/2024 | Grant End Date 6/30/2025 |
| Federal Award Date | Federal Awarding Agency Department of Health and Human Services | | |
| This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document. | | | |
| Title of Project/Program PHEP – EPR All Hazards Allocation | | North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611S327-11 | |
| Grantee Name Fargo – Cass Public Health | | Project Director Tim Wiedrich, Director | |
| Address 1240 – 25 th Street South | | Address 1720 Burlington Drive, Suite A | |
| City/State/ZIP Code Fargo, ND 58103-2367 | | City/State/ZIP Code Bismarck, ND 58504 | |
| Contact Name Desi Fleming | | Contact Name Juli Sickler, Unit Director | |
| Telephone Number 701-241-1360 | | Telephone Number 701-328-2293 | |
| Email Address Dfleming@fargond.gov | | Email Address julisickler@nd.gov | |
| | NDDHHS Cost Share | Grantee Cost Share | Total Costs |
| Amount Awarded | \$17,232 | \$0 | \$17,232 |
| Previous Funds Awarded | \$0 | \$0 | \$0 |
| Total Funds Awarded | \$17,232 | \$0 | \$17,232 |
| Indirect Rate (Check One) | <input checked="" type="checkbox"/> Subrecipient waived indirect costs | <input type="checkbox"/> De minimus rate of 10% | <input type="checkbox"/> Negotiated/Approved rate of % |
| Scope of Service Grantee will complete the activities identified in Attachment A. | | | |
| Reporting Requirements Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2025, must be received by July 15, 2025. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2025, for the period of July 1, 2024, through December 31, 2024. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2025, for the period of January 1, 2025, through June 30, 2025. Payments will be processed upon Department approval of expenditure reports and progress reports. | | | |
| Special Conditions The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement. | | | |
| 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: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations. | | | |
| Evidence of Grantee's Acceptance | | Evidence of NDDHHS Acceptance | |
| Date 06/28/2024 | Signature <i>Desi Fleming</i> | Date | Signature |
| Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health | | Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure | |
| 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 | |
| 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. | | | |

Contract Number: G23.741

Unit: Fargo – Cass Public Health

Attachment A: FY2024-2025 BP1

The following activities *are required* for reimbursement through this award:

1. Participate in one (1) community-wide exercise event within your jurisdiction annually. Exercises must include strategies from the Public Health Response Readiness Framework as identified in the Public Health Emergency Preparedness Cooperative Agreement, Notice of Funding Opportunity number CDC-RFA-TU24-0137.
 - Critical response and recovery partners as identified in the agency's emergency plans must be included in these exercises/trainings.
 - After-action reports for the exercises your public health agency hosts must be filed with the EPR Unit within 90 days of the completion of the exercise.
 - Annual influenza clinics will be considered a full-scale exercise and count towards this requirement if the clinic includes priorities from the PHEP Public Health Response and Readiness Framework.
2. Attend 75% of state-hosted videoconference meetings. Bi-monthly videoconference meetings will be held with local public health administrators throughout this budget period. Meetings will be held in the months of July, September, November, January, March, and May.
3. Participate in HAN (Health Alert Network) call-down drills as conducted by the Emergency Preparedness and Response (EPR) Unit.

The following activities *are eligible* for reimbursement through this award. Eligible expenses include equipment, office supplies, travel, salaries for public health employees, rent, utilities, connectivity fees, maintenance agreements, IT software, contracts for professional services, training, and professional development costs.

1. Active participation in local/regional emergency preparedness and response planning committees.
2. Assist PHEP Statewide Response Team with maintenance of current local emergency operations plans (updates should occur annually). All plans should be available in the HAN Document Library i.e., local all hazards' plans, pandemic influenza plans, risk communications plans, etc.
3. Work with the PHEP Statewide Response Team to conduct call down drills of the local response partners, and local public health groups. Maintain accurate contact information for these groups throughout the budget period.
4. Maintain 24/7/365 access to knowledgeable public health personnel through a locally published phone number.
5. Public health response personnel may complete the following NIMS courses: ICS100, ICS200, ICS700 and ICS800. Additionally, department operation center incident commanders and section chiefs should complete the following NIMS courses: ICS300 and ICS400.
6. To ensure baseline competency and integration with preparedness requirements, individuals funded under this grant should consider the trainings identified in the Public Health Emergency Preparedness Cooperative Agreement, Notice of Funding Opportunity number CDC-RFA-TU24-0137, Strategy 1 AHA-G.

7. Work with the PHEP Statewide Response Team in assisting long term care facilities to develop emergency operations plans for their facilities and invite those representatives to participate in local community preparedness and response meetings.

Other activities may be eligible for funding as mutually agreed upon in writing between the local public health unit and the North Dakota Department of Health and Human Services Emergency Preparedness and Response Unit.



(22)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 20, 2024

RE: NOTICE OF GRANT AWARD FOR WOMEN'S WAY PROGRAM.
NO: G23.772 CFDA: 93.898 FOR \$74,374
FUNDS: \$98,014
EXPIRES: 06/29/2025

The attached notice of grant award is for the Fargo Cass Public Health to administer and manage Women's Way.

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

Suggested Motion:

Move to approve this grant award from the ND Department of Health and Human Services.

DF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

| | | | |
|---|--|--|---|
| Grant Number G23.772 | CFDA Name WW Fed: Cancer Prevention and Control for States, Territorial, and Tribal Organizations. WW Special: Not applicable. | | CFDA Number WW Fed: 93,898 for \$74,374 WW Special: Not applicable for \$23,640 |
| FAIN Number WW Fed: NU58DP007108 WW Special: Not applicable | Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D | Grant Start Date 6/30/2024 | Grant End Date 6/29/2025 |
| Federal Award Date WW Fed: 6/5/2024 WW Special: Not applicable | Federal Awarding Agency WW Fed: Department of Health and Human Services WW Special: Not applicable | | |
| 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 <i>Women's Way</i> | | North Dakota Department of Health and Human Services (NDDHHS) Project Code WW Fed: 4521 S2516 01: \$74,374 WW Special: 4521 S2516 02: \$23,640 | |
| Grantee Name: Fargo Cass Public Health | | Project Director: Susan Mormann | |
| Address: 1240 25th Street South | | Address: 600 East Boulevard Avenue, Dept. 325 | |
| City/State/ZIP Code: Fargo, ND 58103-2367 | | City/State/ZIP Code: Bismarck, ND 58505-0250 | |
| Contact Name: Caitlin Nitz | | Contact Name: Susan Mormann | |
| Telephone Number: 701-298-6918 | | Telephone Number: 701-328-2472 | |
| Email Address: Caitlin.Nitz@FargoND.gov | | Email Address: smormann@nd.gov | |
| Amount Awarded | NDDHHS Cost Share \$98,014 | Grantee Cost Share \$0 | Total Costs \$98,014 |
| Previous Funds Awarded | \$0 | \$0 | \$0 |
| Total Funds Awarded | \$98,014 | \$0 | \$98,014 |
| Indirect Rate (Check One) | <input checked="" type="checkbox"/> Subrecipient waived indirect costs | <input type="checkbox"/> De minimus rate of 10% | <input type="checkbox"/> Negotiated/Approved rate of % |
| Scope of Service Grantee will administer and manage <i>Women's Way</i> to conduct the North Dakota Breast and Cervical Cancer Early Detection Program within its mutually agreed upon service area. Grantee to follow the <i>Women's Way</i> Local Coordinating Unit (LCU) Policy and Procedure Manual. Grantee will attend the bi-monthly teleconferences, the annual face-to-face local coordinating unit meeting and/or any mandatory training required by the state office. Screening goals, including patient navigation only and priority populations, provider-clinic consultations, and community-clinical linkages, are further defined in Attachment A. | | | |
| Reporting Requirements Reporting requirements are defined in Attachment A. | | | |
| Special Conditions The Department must pre-approve all materials developed using <i>Women's Way</i> funds and/or logo. Note: Healthcare reform and state appropriations may affect the funding available in subsequent periods. | | | |
| 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: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations. | | | |
| Evidence of Grantee's Acceptance | | Evidence of NDDHHS Acceptance | |
| Date 06/20/2024 | Signature <i>Desi Fleming</i> | Date | Signature |
| Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health Fargo Cass Public Health | | Typed Name/Title of Authorized Representative Susan M. Mormann, Unit Director Health Promotion & Chronic Disease Prevention | |
| 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 | |
| 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. | | | |

G23.772
ATTACHMENT A
Fargo Cass Public Health

SCOPE OF SERVICE

Grantee will use funds solely to administer and manage *Women's Way* to conduct the North Dakota Breast and Cervical Cancer Early Detection Program.

Screening Goals

With the change in screening habits due to the COVID-19 Pandemic, new client and priority population recruitment are enhanced focuses of *Women's Way*. Data is submitted monthly and reported to each local coordinating unit to monitor goal attainment for new client and priority populations recruitment and completed screens. This data provides program information to ensure resources used reflect community culture and language.

- The minimum screening goal is 282 program-eligible women, including 44 patient navigation-only (PN-only) women. The screening goal has priority populations of 18 American Indian women with at least six American Indian PN-only women and 28 Hispanic women with at least five Hispanic PN-only women.
- Based on a 25 percent minimum screening goal of 282, it is estimated that 71 clients may require follow-up services for abnormal screening results.
- Clients aged 39 or younger who receive breast-only screening services and/or follow-up services for abnormal screening results are limited to 10 percent of the Grantee's minimum screening goal or 28 clients.
- Grantee is expected to recruit and enroll new women who meet *Women's Way* eligibility criteria. The minimum new client enrollment goal is 20 percent of the screening goal, or 56 new clients.

| Total Screen Goal | BCCEDP FF-PAID | PN- ONLY | AI Total | AI BCCEDP FF-PAID | AI PN-ONLY | Hispanic Total | Hispanic BCCEDP FF-PAID | Hispanic PN-ONLY | Dx ≈25% | Age ≤39 Max ≤10% | New Clients ≥20% |
|-------------------|----------------|----------|----------|-------------------|------------|----------------|-------------------------|------------------|---------|------------------|------------------|
| 282 | 238 | 44 | 18 | 12 | 6 | 28 | 23 | 5 | 71 | 28 | 56 |

Provider-Clinic Consultations to Ensure Quality and Appropriate Services for Enrolled Clients

Grantee shall maintain relationships with qualified local healthcare providers (HCPs) within its mutually agreed upon service area to ensure quality and appropriate services for enrolled *Women's Way* clients.

- Ensure all healthcare professionals, clinics, and facilities that will submit claims for *Women's Way* clients have signed a Provider Cooperative Agreement with the North Dakota Department of Health and Human Services before providing services for *Women's Way* clients.
- Grantee will contact the State Office if an HCP is to be enrolled as a *Women's Way* provider.
- Grantee will inform HCPs that all claims for client healthcare services shall be submitted to the Third-Party Administrator for *Women's Way*. The Third-Party Administrator is BlueCross BlueShield of North Dakota (BCBSND). Grantee will inform HCPs that this requires a separate participation agreement with BCBSND, which is an independent entity.
- Assist the State Office in ensuring all enrolled HCPs have the current *Women's Way* "What's Covered" list (i.e., approved CPT codes).
- Remind HCPs to inform the *Women's Way* client if they are going to perform a procedure not covered by the program. Grantee will inform the HCPs that they should allow the client to decide if she desires to have any procedures other than *Women's Way* covered services since she will be liable for those costs.
- Assist the State Office in notifying all appropriate HCP personnel that the 12-digit ID number assigned to each client is their identification/benefit number and is required on all claim forms submitted to BCBSND for reimbursement.
- Grantee shall facilitate building capacity for local staff and HCPs to ensure compliance with *Women's Way* policies and practices. Use of phone or videoconferencing to share information is recommended, with no fewer than six provider-clinic consultations occurring in-person.

Community-Clinical Linkages to Aid Patient Support and Increase Cancer Screening

Clinical-Community Linkages (CCLs) help connect healthcare providers, community organizations, and public health agencies to support community access to resources that help prevent, manage, or reduce cancer risks and other chronic diseases. The goals of CCL include the following:

- Develop partnerships across public health, communities, and healthcare professionals.
- Promote healthy behaviors and environments by coordinating healthcare delivery, public health, and community-based activities.
- Encourage community engagement in coordinating services and developing linkages.

The community sector is composed of organizations that provide services, programs, or resources to community members in non-healthcare settings. Examples may include community pharmacies (as opposed to a pharmacy in a healthcare setting, such as a hospital), employers, faith-based organizations, community centers, salons and barbershops, and nonprofit organizations such as the YMCA.

The clinical sector is composed of organizations that provide services, programs, or resources directly related to medical diagnoses or treatment of community members by healthcare workers (e.g., physicians, nurses, nursing assistants, physical therapists, emergency medical service personnel, dentists, pharmacists, laboratory personnel) in healthcare settings. Examples may include community clinics, single practices, group clinics, rural clinics, Qualified Health Centers (e.g., community health centers, public housing, primary care programs, migrant health centers), and hospitals.

Grantee agrees to facilitate no fewer than four community-clinical linkages events/strategies per program year.

- Conduct community outreach, provide patient education about risk factors and preventive health behaviors, identify eligible women for screening, and address barriers to care.
- Navigate women to community resources, medical homes, or healthcare systems for cancer screening, diagnostic, and/or treatment resources.
- Work with community partners to reach disparate populations and use culturally appropriate interventions tailored to the communities for which they are intended.
- Facilitate or refer to Medicaid Expansion or health insurance enrollment, if applicable. Track and report the number of women referred.

COLLABORATION EFFORTS

Grantee will facilitate collaboration with other chronic disease and public health programs by including questions about food insecurity, housing insecurity, high blood pressure, diabetes, and colorectal cancer screening when enrolling or re-enrolling clients. This information will be entered into the Cancer Screening and Tracking System (CaST) in the individual's baseline information.

REPORTING REQUIREMENTS

Accurately completed forms, navigation encounters, provider-clinic consultations, and the monthly electronic submission of up-to-date data from the *Women's Way* data system (CaST) will be submitted by the 5th of the following month.

Grantee agrees to submit completed evaluation reports via Qualtrics as requested.

Grantee agrees to submit monthly reimbursement requests electronically through the Program Reporting System (PRS) by the last day of the following month, with the exception of June reimbursement requests.

The request for reimbursement (RFR) for June 30, 2024, must be received by the Department on or before July 11, 2024. The final RFR for the period of June 1-29, 2025, must be received by the Department on or before July 11, 2025. Submission dates are determined to allow the necessary time to process all reimbursement requests.

Reimbursement will be based on expenditures outlined in the Grantee's approved budget and processed upon Department receipt and approval of the RFR, supporting documentation, and CaST data.

Failure to make adequate progress toward screening and service goals or submit the required reports and electronic reimbursement requests by the stated deadline will result in the re-evaluation of services and funding.



23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 28, 2024

**RE: NOTICE OF GRANT AWARD AMENDMENT FOR PHEP –
PUBLIC HEALTH WORKFORCE SUPPLEMENTAL FUNDING II.
NO: G23.370A CFDA: 93.354
FUNDS: NO ADDITIONAL FUNDS
EXPIRES: 06/30/2025**

The attached notice of grant award amendment is for extending the end date of the original award from 06/30/2024 to 06/30/2025.

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.

DF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

| | | | |
|---|--|--|---|
| Grant Number G23.370A | CFDA Name Public Health Emergency Response: Crisis Response Cooperative Agreement: Public Health Workforce Supplemental Funding | | CFDA Number 93.354 |
| FAIN Number NU90TP922167 | Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D | Grant Start Date 9/15/2023 | Grant End Date 06/30/2025 |
| Federal Award Date 9/15/2021 | Federal Awarding Agency Department of Health and Human Services | | |
| This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document. | | | |
| Title of Project/Program PHEP – Public Health Workforce Supplemental Funding II | | North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611HLH0025-70 | |
| Grantee Name Fargo – Cass Public Health | | Project Director Tim Wiedrich, Director | |
| Address 1240 – 25 th Street South | | Address 1720 Burlington Drive, Suite A | |
| City/State/ZIP Code Fargo, ND 58103-2367 | | City/State/ZIP Code Bismarck, ND 58504 | |
| Contact Name Desi Fleming | | Contact Name Juli Sickler | |
| Telephone Number 701-241-1360 | | Telephone Number 701-328-2293 | |
| Email Address Dfleming@fargond.gov | | Email Address jsickler@nd.gov | |
| | NDDHHS Cost Share | Grantee Cost Share | Total Costs |
| Amount Awarded | \$0 | \$0 | \$0 |
| Previous Funds Awarded | \$233,822 | \$0 | \$233,822 |
| Total Funds Awarded | \$233,822 | \$0 | \$233,822 |
| Indirect Rate (Check One) | <input checked="" type="checkbox"/> Subrecipient waived indirect costs | <input type="checkbox"/> De minimus rate of 10% | <input type="checkbox"/> Negotiated/Approved rate of _____% |
| Scope of Service This amendment extends the end date from June 30, 2024, to June 30, 2025. | | | |
| Reporting Requirements A year-end progress report, as prescribed by NDDHHS, must be submitted by July 15, 2025. All other reporting requirements of the original agreement remain the same. | | | |
| Special Conditions All special conditions of the original agreement remain the same. | | | |
| This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023, to June 30, 2025 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations. | | | |
| Evidence of Grantee's Acceptance | | Evidence of NDDHHS Acceptance | |
| Date 06/28/2024 | Signature <i>Desi Fleming</i> | Date | Signature |
| Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health | | Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure | |
| Date | Signature | Date | Signature |
| Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo | | Typed Name/Title of Authorized Representative Sara E. Stolt, HHS Deputy Commissioner | |
| 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. | | | |



(24)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 28, 2024

RE: NOTICE OF FINANCIAL AWARD FROM ND HOUSING FINANCE AGENCY.
NO: NDHG-24-0003 **CFDA: NA**
FUNDS: \$60,000
EXPIRES: 06/30/2025

The attached notice of financial award from ND Housing Finance Agency is for the Gladys Ray Shelter – 2024 NDHG project for emergency shelter operations. The Mayor was requested to sign this in advance of commission on June 3, 2024, so it could be returned to ND Housing Finance Agency in a timely fashion.

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

Suggested Motion:

Move to approve this grant award from the ND Housing Finance Agency.

DF/lis
Attachment



FINANCIAL AWARD
PLANNING AND HOUSING DEVELOPMENT DIVISION
 SFN 60136 (06/18)

RECIPIENT AND GRANTOR INFORMATION

| | | | |
|---|--|--|-----------------------------------|
| Program Type State-North Dakota Homeless Grant | | Project Name Gladys Ray Shelter - 2024 NDHG | |
| Instrument Type <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Loan <input type="checkbox"/> Cooperative Agreement | | Instrument Number NDHG-24-0003 | |
| Recipient Name Gladys Ray Shelter - Fargo Cass Public Health | | | |
| Address 1519 1st Ave S | | City Fargo | State ND |
| ZIP Code 58103 | | | |
| Grantor/Lender North Dakota Housing Finance Agency, PO Box 1535, Bismarck, ND 58502-1535 | | | |
| Recipient Federal Identification Number NA | | Budget/Project Period 07/01/2024-06/30/2025 | Date 06/26/2024 |
| Recipient Type <input type="checkbox"/> State Government <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Indian Tribal Government <input type="checkbox"/> Individual <input type="checkbox"/> For Profit Organization <input type="checkbox"/> Other Non-Profit Organization <input type="checkbox"/> Other (specify) _____ | | | |
| Funding Source <input type="checkbox"/> Federal \$ _____ <input checked="" type="checkbox"/> State \$ 60,000.00 <input type="checkbox"/> Other \$ _____ | | | |
| Eligible Use of Funds Emergency Shelter Operations | | | |
| Type of Award <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment No. | Federal Grant Number (if applicable) NA | | CFDA Number (if applicable) NA |
| Administering Agency North Dakota Housing Finance Agency | Project Administrator Bridget Mattern | Telephone Number (701) 328-8080 | |
| Procurement Method (if applicable) <input type="checkbox"/> Formal Bid <input type="checkbox"/> Noncompetitive Negotiation/Application <input type="checkbox"/> Competitive Negotiation/Application <input type="checkbox"/> Small Purchase | | | |

FUNDING AUTHORIZATION

| | |
|---|--------------|
| NDHFA Funds Awarded this Action | \$ 60,000.00 |
| NDHFA Carryover Funds Authorized | \$ _____ |
| NDHFA Previous Award(s) this Project Period | \$ _____ |
| NDHFA Previous De-authorizations this Project Period | \$ _____ |
| Current NDHFA Funds Authorized | \$ 60,000.00 |
| Recipient Share of Budget | \$ _____ |
| Total Approved Budget | \$ 60,000.00 |
| Remarks Approved Budget: Emergency Shelter Operations: \$60,000.00 | |

This award agreement is entered into by the RECIPIENT and GRANTOR specified above. The RECIPIENT agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this signatory sheet, the attached terms and conditions letter, and previously provided application.

1 EVIDENCE OF RECIPIENT ACCEPTANCE

| | | |
|---|----------------------------------|--------------------|
| Print Name Desi Fleming, Director of Public Health | Signature <i>Desi Fleming</i> | Date 06/28/2024 |
|---|----------------------------------|--------------------|

EVIDENCE OF GRANTOR ACCEPTANCE

| | | |
|------------|-----------|------|
| Print Name | Signature | Date |
|------------|-----------|------|

2 Timothy J. Mahoney, Mayor, City of Fargo Signature: _____ Date: _____

FINANCIAL AWARD TERMS AND CONDITIONS
PLANNING AND HOUSING DEVELOPMENT DIVISION
ATTACHMENT TO SFN 60139(07/23)

Terms and Conditions

Section 1. General Assistance Terms and Conditions

A. State Appropriation Authority

Fund authorized under this Financial Award are subject to state appropriation authority.

B. Scope of Work

All work and activities authorized under this Financial Award will be performed in accordance with the terms and conditions outlined in the Emergency Solutions Grant and North Dakota Homeless Grant Administrative Manual and the approved activities.

C. Reimbursement

Payment of NDHG funds will be completed as a reimbursement. To ensure NDHG funds are being utilized and subrecipients are meeting the required expenditure deadline, subrecipients must request reimbursement at least once each quarter, following the NDHG Drawdown Schedule. Requests must be submitted for \$1,000 or more, in a format approved by NDHFA, and must include a detailed breakdown of expenses incurred and NDHG funds requested. Recipients who have less than \$1,000 remaining in their award may request less. Copies of all expenses and documentation of payment must be submitted for verification purposes. Lack of documentation or explanation may result in a delay in payment.

D. Limitations on Expenditures

The total cost of performing tasks under the Financial Award must not exceed the total funds authorized and will be limited to and in accordance with those identified in the budget.

E. Timely Obligation of Funds

The Recipient must obligate all grant funds within the award timeline of this Financial Award. At least one Request for Funds must be submitted to NDHFA not less than once during each quarter of the program year. Failure to obligate or request reimbursement as specified may result in the termination of this award.

F. Amendments and Modifications

When necessary, the recipient may request changes in the scope of services to be provided in this financial award to include any changes in the budget. The request must be made in writing and supported with appropriate documentation. Such changes must not be undertaken until incorporated by written amendments to this financial award.

G. Reporting

The Recipient must submit a mid-term and final progress report to NDHFA. The mid-term report is due January 31, 2025. The program end date is the date of final reimbursement of financial award or June 20, 2025, whichever is sooner. A final progress report is due 30 days after the program end date. Expenditure of funds must be reported by activity funded - Renovation; Rehabilitation or Conversion; Operational; and/or Essential Services. The report must reflect both federal and other funds, both cash and noncash.

H. Record Retention and Access

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Recipient relevant to this Financial Award are subject to examination by the NDHFA Staff, North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. NDHFA and duly authorized officials of the State shall have full access and the right to examine any pertinent documents, papers, records, and books of the Recipient and of persons or organizations the Recipient may contract with which involve transactions related to this Financial Award. The Recipient shall retain all documents, papers, records, and books that are pertinent to this Financial Award for a period of five (5) years following the submission of the final progress report or until all audit findings have been resolved, whichever is later unless otherwise stated in this agreement.

I. Subcontracting

The Recipient shall not assign, transfer, or subcontract professional service responsibilities (excluding approved construction and rehabilitation services) covered under this Award without prior written approval of the NDHFA.

J. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Financial Award shall not be used in the payment of any bonus or commission for the purpose of the preparation of and/or activities associated with obtaining approval of the work proposal.

K. Termination

The Recipient and NDHFA may terminate this Financial Award agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. Unless otherwise noted in Section 2. of this award, the other party must receive such notice at least thirty (30) days before the effective date of termination. Cause for termination may include nonperformance of specified work activities and noncompliance with the terms and conditions of this Award. NDHFA shall be liable only for work performed or services provided under this Award prior to the effective date of termination.

L. Default

If the Recipient fails to comply with the terms of this Financial Award or fails to use the Financial Award for only those purposes set forth herein, NDHFA may, unless otherwise noted in Section 2;

- a. After notice to the Recipient, suspend the award and withhold further payment or prohibit the Recipient from incurring additional obligations of grant funds, pending corrective action by the Recipient.

- b. Terminate the Award in whole, or in part, at any time before the final award payment is made. NDHFA shall promptly notify the Recipient in writing of the determination to terminate, the reason for such termination, and the effective date of the termination.

M. Non-Discrimination

The Recipient agrees that it will be subject to and will comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended by the Executive Orders 11375 and 12086, the Age Discrimination Act of 1975, and Title VIII of the Civil Rights Act of 1968. Under these acts, no person shall on the grounds of race, color, religion, sex, national origin, or age be excluded from participation in, be denied the benefits or be otherwise subject to discrimination under this program.

Section 504 Rehabilitation Act of 1973 and ADA generally requires any individual with a disability, who is otherwise qualified, shall not be excluded from participation in, or denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving by reason of that disability.

The 1975 Age Discrimination Act, as amended provides 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 funds.

N. Accessibility

The Recipient's program both staff and facility are required to be readily accessible to and usable by persons with disabilities in accordance with Section 504 of the Rehabilitation Act and implementing regulations at 24 CFR Part 8; the Fair Housing Act and implementing regulations at 24 CFR Part 100; and Title II of the Americans with Disabilities Act and 28 CFR Part 35; where applicable.

O. Code of Conduct

Recipients shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the Award and administration of contracts supported by federal funds. No employee, officer or agent of the Recipient shall participate in selection, or in the award or administration of a contract supported by state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an organization which employs, or is about to employ any of the below, or has a financial or other interest in the firm selected for award.

- a. The employee, officer or agent.
- b. Any member of his immediate family.
- c. His or her partner.

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

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

P. Internal Controls

The recipient must establish and maintain effective internal controls that provide reasonable assurance that the Recipient is complying with the program policies outlined in the ESG/NDHG Administrative

Manual. The Recipient must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings. The recipient must take reasonable measures to safeguard protected personally identifiable information and other information that is designated as sensitive consistent with Federal, state, local and tribal laws regarding privacy and obligations of confidentiality.

Section 2. Programmatic Terms and Conditions- NDHG

A. Compliance with CoC and ESG Written Standards and Procedures

The Recipient is required to adhere to the currently approved CoC and ESG Written Standards.

B. Program Operation Program Manual

The recipient is required to establish operational policies which include policies and procedures that are specific to NDHG program operations for each approved component the Recipient was approved for in the financial award budget. Policies must include policy and procedures for evaluating eligibility, coordination among providers including providers of homeless programs, mainstream resources, and housing. Other applicable policies include Housing First, Low-Barrier, Fair Housing, Anti-Discrimination, Termination of Assistance, and Confidentiality.

C. Participation in HMIS or Comparable Database

Recipients of NDHG must ensure that data on all persons served, and activities assisted under NDHG are entered into HMIS. If the Recipient is a victim service provider, the CoC approved comparable database must be used to collect client level data.

D. Coordinated Entry

Recipients must use CARES, the coordinated entry process established by the ND CoC, to evaluate individuals and families applying for NDHG services.

E. Eligible Activities and Components

The Recipient will adhere to the policies and procedures outlined in the ESG/NDHG Administrative Manual. Reimbursement for eligible activities and components is limited to the funding amount and components listed in the financial award budget.

F. Participant Eligibility

The recipient will conduct an initial evaluation of participant's eligibility for assistance and the amount and types of assistance the participant is eligible to receive. Recipients will maintain participant files that certify the participant meets the definition of homeless or at-risk of homeless and the amount and type of assistance provided.

G. Termination of Assistance

The Recipient must have established policies and procedures for termination of assistance. This includes a formal process establishing a clear process to provide written notice to the program participant the

reasons for termination, allowing the participant the opportunity to appeal the decision, and provide prompt notification of the final decision of termination.

H. Verification of Ownership (Rehabilitation Funds Only)

The Recipient must submit to NDHFA, within 60 days, verification of ownership of the property by the Recipient or a lease agreement giving the Recipient control of the property at least until the end of the project. (For rehab projects only).

I. Hotel/Motel/Commercial Leasing

Recipients providing emergency shelter in hotels or motels or other commercial facilities must certify that leases have been negotiated which provide that the living space will be rented at substantially less than the daily room rate otherwise charged by the facility, and that the Recipient has considered using other facilities as emergency shelter and has determined that the use of the hotel or motel provides the most cost effective means of providing emergency shelter for the homeless in its jurisdiction.

J. Faith Based Organization

The Recipient must comply with provisions contained in 24 CFR 576.23 and Executive Order 13559 regarding faith-based organizations as outlined in Attachment A of this award.

K. Youth Eligibility

Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services. Unaccompanied youth aged 24 and under or families headed by youth aged 24 or under who are living in unsafe situations may be served by youth-serving providers.

Section 3. Certifications

A. Authority of Representative Signor

The authorized representative of the approved recipient who signs the certifications, assurances and executes the financial award affirms that the authorized representative has adequate authority under state and local law, and internal policies of the Recipient to execute the financial award and agreements and authority to provide for certifications and assurances and agreements on behalf of the Recipient.

B. Standard Assurances

The recipient assures that it will comply with all applicable local, state, and federal statutes, regulations executive orders, circulars, and other federal and state administrative requirements in carrying out the grant.

C. Debarment and Suspension

The recipient warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated Federally or by the State pending and agrees that it will immediately notify NDHFA of any such actions. If such actions arise during the term of the financial award, the Recipient agrees that NDHFA

may delay, withhold, or deny continued payment of grant reimbursement requests until such actions are resolved.

The Recipient certifies that it or its principals have not been convicted of nor had a civil judgement rendered against them for commission of fraud or criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction, or have not been terminated for cause or default. The Recipient certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from doing business or receiving funds from any federal agency or by any department, agency, or political subdivision of the State of North Dakota. The term "principal" for the purpose of this certification means an officer, director, owner, partner, key employee or other person with primary management or supervisor responsibility, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Recipient certifies that it will not employ, contract, or engage in services with any contractors or subcontractors that are currently debarred, suspended, or ineligible to do business with or in the State of North Dakota, including active registration with the ND Secretary of State.

D. Drug Free Workplace

The Recipient's internal policies include a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions in policy that may be taken against employees for violation of that prohibition.

FINANCIAL AWARD TERMS AND CONDITIONS
PLANNING AND HOUSING DEVELOPMENT DIVISION
ATTACHMENT TO SFN 60139(07/23)

Terms and Conditions

Section 1. General Assistance Terms and Conditions

A. State Appropriation Authority

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Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Recipient relevant to this Financial Award are subject to examination by the NDHFA Staff, North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. NDHFA and duly authorized officials of the State shall have full access and the right to examine any pertinent documents, papers, records, and books of the Recipient and of persons or organizations the Recipient may contract with which involve transactions related to this Financial Award. The Recipient shall retain all documents, papers, records, and books that are pertinent to this Financial Award for a period of five (5) years following the submission of the final progress report or until all audit findings have been resolved, whichever is later unless otherwise stated in this agreement.

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The Recipient and NDHFA may terminate this Financial Award agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. Unless otherwise noted in Section 2. of this award, the other party must receive such notice at least thirty (30) days before the effective date of termination. Cause for termination may include nonperformance of specified work activities and noncompliance with the terms and conditions of this Award. NDHFA shall be liable only for work performed or services provided under this Award prior to the effective date of termination.

L. Default

If the Recipient fails to comply with the terms of this Financial Award or fails to use the Financial Award for only those purposes set forth herein, NDHFA may, unless otherwise noted in Section 2;

- a. After notice to the Recipient, suspend the award and withhold further payment or prohibit the Recipient from incurring additional obligations of grant funds, pending corrective action by the Recipient.

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O. Code of Conduct

Recipients shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the Award and administration of contracts supported by federal funds. No employee, officer or agent of the Recipient shall participate in selection, or in the award or administration of a contract supported by state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an organization which employs, or is about to employ any of the below, or has a financial or other interest in the firm selected for award.

- a. The employee, officer or agent.
- b. Any member of his immediate family.
- c. His or her partner.

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

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

P. Internal Controls

The recipient must establish and maintain effective internal controls that provide reasonable assurance that the Recipient is complying with the program policies outlined in the ESG/NDHG Administrative

Manual. The Recipient must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings. The recipient must take reasonable measures to safeguard protected personally identifiable information and other information that is designated as sensitive consistent with Federal, state, local and tribal laws regarding privacy and obligations of confidentiality.

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Recipients must use CARES, the coordinated entry process established by the ND CoC, to evaluate individuals and families applying for NDHG services.

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Recipients providing emergency shelter in hotels or motels or other commercial facilities must certify that leases have been negotiated which provide that the living space will be rented at substantially less than the daily room rate otherwise charged by the facility, and that the Recipient has considered using other facilities as emergency shelter and has determined that the use of the hotel or motel provides the most cost effective means of providing emergency shelter for the homeless in its jurisdiction.

J. Faith Based Organization

The Recipient must comply with provisions contained in 24 CFR 576.23 and Executive Order 13559 regarding faith-based organizations as outlined in Attachment A of this award.

K. Youth Eligibility

Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services. Unaccompanied youth aged 24 and under or families headed by youth aged 24 or under who are living in unsafe situations may be served by youth-serving providers.

Section 3. Certifications

A. Authority of Representative Signor

The authorized representative of the approved recipient who signs the certifications, assurances and executes the financial award affirms that the authorized representative has adequate authority under state and local law, and internal policies of the Recipient to execute the financial award and agreements and authority to provide for certifications and assurances and agreements on behalf of the Recipient.

B. Standard Assurances

The recipient assures that it will comply with all applicable local, state, and federal statutes, regulations executive orders, circulars, and other federal and state administrative requirements in carrying out the grant.

C. Debarment and Suspension

The recipient warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated Federally or by the State pending and agrees that it will immediately notify NDHFA of any such actions. If such actions arise during the term of the financial award, the Recipient agrees that NDHFA

may delay, withhold, or deny continued payment of grant reimbursement requests until such actions are resolved.

The Recipient certifies that it or its principals have not been convicted of nor had a civil judgement rendered against them for commission of fraud or criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction, or have not been terminated for cause or default. The Recipient certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from doing business or receiving funds from any federal agency or by any department, agency, or political subdivision of the State of North Dakota. The term "principal" for the purpose of this certification means an officer, director, owner, partner, key employee or other person with primary management or supervisor responsibility, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Recipient certifies that it will not employ, contract, or engage in services with any contractors or subcontractors that are currently debarred, suspended, or ineligible to do business with or in the State of North Dakota, including active registration with the ND Secretary of State.

D. Drug Free Workplace


The Recipient's internal policies include a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions in policy that may be taken against employees for violation of that prohibition.



25

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 3, 2024

RE: CASS COUNTY JAIL SERVICES

Fargo Cass Public Health has had a long-standing contractual agreement to provide nursing services at the Cass County Jail. Public health services began by assisting with HIV and TB screenings to meet DOC Regulations. However, over time, the nature of our service provision has evolved, becoming more complex and falling outside public health's typical duties and areas of expertise. In recent years, we have engaged in discussions with Cass County Administration about the sustainability of this level of support and the deviation from true public health service provision. With the increasing number and complexity of inmates and the proposed expansion of the jail necessitating a significant addition of staff, it has become clear that public health is no longer the most suitable option for providing nursing services. While Fargo Cass Public Health will continue to provide services throughout Cass County, we can no longer support the Jail contract due to growth and the need for increased specialization.

The city and county have been working in close collaboration to ensure the best interests of the jail nursing employees. This joint effort has led to a mutually agreed-upon process, approved on July 1, 2024, at the Cass County Commission meeting. The County will assume all employment responsibilities for the Cass County Jail starting September 3, 2024. They have clearly expressed their commitment to making this a seamless transition, with comparable wages, accruals, and benefits, ensuring the nursing staff's well-being is a top priority.

Fargo Cass Public Health is initiating a reduction in force, which will result in the termination of employment for the eight-nursing staff with the City of Fargo. This process will be completed by September 2, 2024. However, we are fully committed to ensuring a smooth transition, with no gaps in employment time or benefits for the nursing staff.

Suggested Motion:

Move to approve a reduction in force for Fargo Cass Public Health Correctional Health Nursing Staff.

DF/lls
Attachments

**Administration**

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

M E M O

TO: County Commission

FROM: Tracy Peters, HR Director / Assistant County Administrator

DATE: June 28, 2024

SUBJECT: Jail nursing staff transition

Cass County, in collaboration with the City of Fargo and Fargo Cass Public Health (FCPH) have developed a plan to transition our jail nursing staff to county employment. They are currently Fargo City employees; however, Cass County reimburses Fargo for all expenses related to jail nursing salaries and benefits. FCPH has requested this transition and has been very cooperative in creating a plan to make the transition. The goal throughout this process has been to make these employees "whole" as we transition them to Cass County employment. The transition is currently scheduled to take place on 9/3/2024.

Paygrade and Step:

There are currently eight employees comprising our jail nursing staff. I have obtained current salary ranges, current pay, leave accrual rates, and leave balances from the City of Fargo. Each position has been placed in the County paygrade closest to their current range and each staff member has been placed in the step closest to the step they are currently. I am requesting commission approval to start our jail nursing staff at these identified paygrades and steps.

Sick and Annual Leave banks:

We have identified each staff member's current annual leave and sick leave balances. Ordinarily, employees would lose their accrued sick leave upon termination of employment. I am requesting the Commission recognize these employees' sick leave balances (as of 9/2/2024) and allow those balances to transfer to Cass County.

Under ND law, employees must be paid out for any annual leave accrued. The City of Fargo will be allowing nursing staff to elect whether they would rather have annual leave paid out or whether they would waive their right to have those hours paid out understanding Cass County would allow them the transfer those balances to Cass County. I am requesting the Commission recognize annual leave not paid out to these employees (as of 9/2/2024) and allow those hours to transfer to Cass County.

Anniversary Date and Sick / Annual Leave accruals:

Each of our jail nursing staff has an anniversary date with the City of Fargo. During their entire time as city employees, they have worked at the jail. Each staff member earns annual and sick leave at an accrual rate based on years of service. I am requesting the Commission recognize

each of their Cass County anniversary dates as the date they began employment with the City of Fargo. I am further requesting the Commission allow our nursing staff to continue to accrue annual leave and sick leave at their current accrual rate or at the rate they would be at under county policy, whichever is greater.

SUGGESTED MOTION: Approve the transition of jail nursing staff from City of Fargo employment to Cass County employment as presented.



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

AGREEMENT FOR PROVISION OF HEALTH SERVICES FOR CASS COUNTY BY FARGO CASS PUBLIC HEALTH

ADMINISTRATION

HLTC1 TERM 07/01/2024 TO ONGOING • Page 1 of 6

Cass County and the City of Fargo hereby enter into an agreement in accordance with all applicable ND Century Code Sections, including N.D.C.C. Ch. 23-35 and 54-40, under which public health services will be provided by Fargo Cass Public Health throughout Cass County and within those cities within the County that do not have approved health departments. This agreement reflects all public health services provided throughout Cass County regardless of jurisdictional budgetary support. This agreement will be effective as of date of acceptance, and will continue annually thereafter, subject to renegotiation or cancellation by either Cass County ("County") or the City of Fargo ("City") upon 90 days' notice to the other by certified mail.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. HEALTH OFFICER:

The City Health Officer will act as health officer for Cass County and provide oversight and consultation on all programs provided to Cass County through Fargo Cass Public Health. The position will also assist in verifying program compliance with the standards for public health agencies as set by the North Dakota State Health Department. The Health Officer will provide expertise and advisement on any public health issues or emergency and engage in media and messaging opportunities as appropriate.

2. NURSING SERVICES:

The nursing services provided in Cass County by Fargo Cass Public Health will include, but not be limited to the following services:

A. Home Health Care: Referrals accepted from any source. Eligibility will be based on established referral criteria. An evaluation visit is made, and nursing assessment is done to determine care needed by client. An individualized plan of treatment is developed to address specific needs of the client and will require a primary medical provider to sign and authorize care on recurring basis per Medicaid, and agency policy. Services may include medication assistance, chronic disease management and education, INR checks, safety assessments, supervision of HHA services, and referrals to community resources.

B. Home Health Aide (HHA) / Qualified Service Provider (QSP): Referrals accepted from Cass County and Lake Agassiz Human Service Zones. Authorized services may include light housekeeping duties, meal prep, money management, laundry, shopping, communication, and personal cares to include assistance with bathing, dressing, incontinence, skin, and hair care. Supervision for QSP services by FCPH Nursing Manager and Human Service Zone case worker.

C. Maternal and Child Health Services: Referrals accepted and screened for eligibility, from a variety of sources including medical provider, community agency, family, etc. Home visits for high-risk prenatal and/or postnatal families. Eligible referrals will be assigned to a Maternal Child Health program. Home visits may include nursing and developmental assessments, health and safety education, anticipatory guidance, referral to community resources, and other interventions or services as indicated.

D. Communicable Disease: Activities include but are not limited to immunizations for children and adults, and tuberculosis case management. FCPH staff may also work with the Regional State Epidemiologist as needed for communicable disease cases and/or outbreaks in the community or educational setting. Will assist with tuberculosis management at the Cass County Jail that goes beyond their capacity for response. FCPH will provide public education messages around any disease outbreaks and prevention strategies as needed for the County

E. School Health: FCPH school nurses will provide direct services to students and/or staff at Kindred, Casselton, Northern Cass Schools, and Mapleton. Other Cass County schools may request public health nursing coverage for screening or education needs, such as health, safety, or health promotion topics. Consultation with school staff as requested.

F. Community / Senior Outreach Services: Fargo Cass Public Health will provide clinics to various senior centers and community housing facilities according to identified needs or requested services. These clinics may include but are not limited to blood pressure screening, health education, and various immunization clinics, including seasonal influenza. Any individuals with identified health risks will be referred to their primary provider or other appropriate community resource.

G. Correctional Health: *Nursing services transferred to Cass County as of September 2024.* FCPH will continue to provide Cass County use of the Intergy software system for the electronic health record documentation for inmate nursing/medical care until the EPIC medical record transition is implemented for Correctional Health. Cass County will continue to pay for the cost of e-prescribe until the transition is completed. Any additional providers prior to the transition away from Intergy use will result in increased fees. After the Intergy system becomes inactive the CC Nursing supervisor will retain a "read only" status through Fargo Cass Public Health for the Intergy system at no cost in order to have access to historical medical records for inmates. Cass County shall be solely responsible for the hiring, staffing, oversight, and employment of nurses for the Cass County jail.

3. COMMUNICATIONS / PUBLIC INFORMATION: Fargo Cass Public Health communication, internal and external, serves to provide education, public awareness, and/or crisis communication. Messaging may be provided in written materials, advertising, online or other forms of social media. Media interviews, when requested, will be directed to the Public Information Officer who will notify the appropriate department within FCPH to fulfill the media request. Serves as the point of contact for public inquiries for the agency.

4. HEALTH PROTECTION AND PROMOTION SERVICES:

- A. Health Promotion:** Activities may include group and/or individual wellness and health education programs including nutrition, tobacco, substance abuse prevention, breastfeeding, mental health, physical activity, and obesity prevention.
- B. Family Planning:** Reproductive health services including STD counseling, testing, and treatment, breast and pelvic exams, colposcopy, birth control, and PrEP (Pre-Exposure Prophylaxis) are available at Fargo Cass Public Health and accessible for all residents of Cass County. Fees for services are based on household size and income. No one will be denied services due to inability to pay.
- C. Women's Way:** A free breast and cervical cancer early detection program for eligible ND women. May provide financial assistance for office visits for breast and cervical cancer screenings, mammograms, Pap tests, HPV tests, and for breast or cervical diagnostic tests.
- D. ND Ryan White Program:** Provides case management and reimbursement of services for individuals living with HIV. This program provides financial assistance, transportation, outpatient medical care, dental, vision, mental health, and medications. Also provides supportive services to help individuals manage their HIV and maintain their health, as well as prevent further transmission of HIV.

- 5. WIC SERVICES (The Special Supplemental Nutrition Program for Women, Infants, & Children):** The Special Nutrition Program for Women, Infants, and Children serves residents of Cass County who are pregnant, breastfeeding and recently delivered, infants, and children under age five who meet an income guideline and live in North Dakota. WIC is an effective health program, which provides quality nutrition education, health assessment, referral, and nutritious food.

6. LABORATORY SERVICES:

Laboratory services are accessible to all residents of Cass County to test/screen sexually transmitted diseases (including HIV and Hepatitis C). Other tests are available including hemoglobin, cholesterol, urinalysis, pregnancy testing, along with other provider ordered testing. If testing analysis is not available on-site, reference or State labs will be utilized as warranted.

7. ENVIRONMENTAL HEALTH SERVICES:

This contract applies to Environmental Health services rendered in Cass County. Fargo Cass Public Health will provide the expertise, facilities, equipment, and staff necessary to review, inspect, analyze, permit, and enforce the various local, state, and federal statutes and regulations governing environmental health issues within Cass County. The principal environmental health programs included under this agreement shall include, but are not limited to, the following

- A. Water Wells:** Perform such periodic sampling, analysis, and reporting to assure community and non-community water wells comply with applicable health standards and regulations.
- B. Aquatic Facilities:** Conduct aquatic facility inspections to assure compliance with applicable health standards and regulations. Cass County specifically retains the right to promulgate, amend, and repeal the aquatic regulations to be enforced under this Agreement
- C. On-Site Sewage Treatment Systems:** Conduct on-site sewage treatment system inspections and/or evaluations to assure compliance with applicable health standards and regulations. Cass County specifically retains the right to promulgate, amend, and repeal the on-site regulations to be enforced under this Agreement.
- D. Nuisances:** Respond to citizen complaints to verify compliance with applicable health, safety, public nuisance, or other statutes, regulations, or ordinances enacted in the public interest.
- E. Food Service:** Perform periodic inspections, as necessary, to verify all licensed school and childcare kitchens comply with applicable health standards and regulations, and to report such findings to school and state officials as required by law.
- F. Miscellaneous:** Perform such other inspections, sampling, and analysis, and file such reports as may be necessary during the term of this agreement which otherwise would be the obligation of County to perform under such statutes, rules or regulations as may hereafter be promulgated by the State or Federal governments.
- G. Enforcement:** In the event enforcement of the foregoing environmental health services should require legal assistance, Fargo Cass Public Health will approach the office of Cass County States Attorney for such legal assistance.

FCPH has a signed MOU with West Fargo, ND, for provision of select Environmental services within West Fargo, with applicable licensing fees for establishments remitted to the City of Fargo. This MOU agreement does not provide for any monetary support for programming or staffing expenditures within the FCPH budget.

8. EMERGENCY PREPAREDNESS SERVICES:

Provides emergency preparedness planning and response for Cass County and acts as a liaison between the North Dakota Department of Health and local public health to strengthen the infrastructure between emergency services and public/private healthcare to respond to public health emergencies. Coordination and planning for the deployment of the National Pharmaceutical Stockpile, along with bioterrorism and emergency response for Cass County. Assists county as needed with local emergency public health plans.

9. HARM REDUCTION SERVICES:

- A. Gladys Ray Shelter:** provide a safe, comfortable temporary shelter to people who cannot access other shelter options in the community, and to help connect people to housing and services.

B. Withdrawal Management Unit (WMU): provides short term residential, social model (non-medical) detoxification services for adult men and women.

C. Homeless Response: Staff teams provide outreach in a variety of community settings. Programs include Mobile and Street Outreach, Downtown Engagement Center, Winter Warming Initiative, and Neighborhood Response. Referrals and requests for a response typically come from local law enforcement, emergency departments, withdrawal management programs, and other area shelters.

D. Substance Use Response: offer harm reduction services, safety, and disease education, supplies for persons who inject drugs, Overdose response and Narcan/naloxone administration training, and referrals to healthcare, treatment, behavioral health, social services, housing, and peer supports for recovery.

10. INDEMNIFICATION:

County hereby agrees to indemnify and hold City, its officers, agents, employees, and members harmless from any and all claims, demands, and causes of action which may be asserted against City as a result of rendering of any of the services by City which are described in this agreement. The obligation of County under the terms of this provision shall include the duty to provide a legal defense of such claims.

11. NOTIFICATIONS:

Should unexpected difficulties arise in interpreting or implementing this agreement, or other formal notification to the parties become necessary, the primary contact persons for the respective parties are hereby designated to be:

Director of Public Health
Fargo Cass Public Health
1240 25th St S
Fargo, ND 58103-2367
701.241.1360

Cass County Administrator
Cass County
211 9th Street South
Fargo, ND 58103
701.241.5770

12. BILLING FOR FARGO CASS PUBLIC HEALTH SERVICES:

A. Vehicles: The City of Fargo will provide necessary vehicles, and maintenance on those vehicles, for the staff providing services in the County. Mileage will be charged at the current City of Fargo reimbursement rate.

B. Annual Budget: The annual operating budget for Fargo Cass Public Health Services will be submitted annually for approval by the Cass County Commission for the reimbursement of the foregoing services.

C. Monthly Billings: Fargo Cass Public Health will bill Cass County monthly for actual expenses incurred in providing the foregoing services. A report of activities will be provided as requested.

D. Refunds to Cass County: Fees received for any on-site septic services will be credited to Cass County on the final billing for each month.

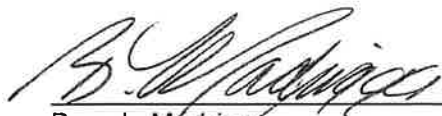
WHEREFORE, the parties have duly caused their representatives

to execute this Agreement on their behalf this 6th day of June , 2024.

CASS COUNTY:



Chad Peterson
CHAIRMAN, COUNTY COMMISSION



Brandy Madriga
COUNTY AUDITOR

FARGO CASS PUBLIC HEALTH:



Tracie Newman, MD, MPH, FAAP
HEALTH OFFICER



Desi Fleming, RN, MSN
DIRECTOR OF PUBLIC HEALTH

Timothy J. Mahoney
MAYOR, CITY OF FARGO

Attest:

Steve Sprague
CITY AUDITOR



**PUBLIC
WORKS**

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

(26)

July 3, 2024

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

RE: (1) High Compaction Front Load Refuse Truck (RFP24242).

Commissioners:

On June 28, 2024, two (2) proposals were received and read for the purchase of one (1) High Compaction Front Load Refuse Truck.

The results are as follows:

| <u>Firm</u> | <u>Price for (1) with Trade</u> |
|---------------------------|---------------------------------|
| Sanitation Products | \$357,585.00 |
| Northern Truck Equipment. | \$375,134.00 |

The review committee consisting of Scott Olson, Dave Rheault and Tom Ganje determined that all vendors met the required specifications and the prices were within expected parameters. Based on the low bid proposal, our recommendation is to award Sanitation Products for the High Compaction Front Load Refuse Truck. This item was approved during the FAHR Staff Meeting and City Commission Meeting on April 15, 2024. Funding for this project is included in the 2025 Solid Waste Budget.

Our recommendation is to purchase one (1) High Compaction Front Load Refuse Truck based on the low bid proposal from Sanitation Products.

SUGGESTED MOTION:

For RFP24242, approve the recommendation to purchase one (1) High Compaction Front Load Refuse Truck from Sanitation Products totaling \$357,585.00.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

2025 Solid Waste High Compaction Front Load Refuse Truck
RFP24242
7/2/2024

| | Sanitation Products | Northern Truck Equipment |
|---|--------------------------------|-------------------------------------|
| Chassis Make | Peterbilt | Peterbilt |
| Chassis Model | 520 | 520 |
| Body Make | Labrie | Heil |
| Body Model | Wittke | Half Pack |
| Total Price | \$366,085.00 | \$381,134.00 |
| Trade Value (Unit 157) | \$1,500.00 | \$2,000.00 |
| Trade Value (Unit 201) | \$3,500.00 | \$2,000.00 |
| Trade Value (Unit 203) | \$3,500.00 | \$2,000.00 |
| Total Price - Less Trade All Trade Values | \$357,585.00 | \$375,134.00 |
| Estimated Delivery | 1/15/2025 | 7/1/2025 |

BOARD OF CITY COMMISSIONERS
Fargo, North Dakota

Regular Meeting:

Monday:

April 15, 2024:

The Regular Meeting of the Board of City Commissioners of the City of Fargo, North Dakota, was held in the City Commission Chambers at City Hall at 4:30 o'clock p.m., April 15, 2024.

The Commissioners present or absent were as shown following:

Present: Kolpack, Piepkorn, Preston, Strand, Mahoney.

Absent: None.

Mayor Mahoney presiding.

Mayor Mahoney announced the Board of City Commissioners will retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding Case Number 09-2023-CV-02540 titled "City of Fargo v. State of North Dakota" and that discussing the risks, strengths or weaknesses of an action of the public entity in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City of Fargo. An Executive Session in accordance with North Dakota Century Code Section 44-04-19.2 for said matters is authorized pursuant to North Dakota Century Code §44-04-19.1 subsection 2.

Commissioner Kolpack moved the Commissioners meet in Executive Session in the Red River Room as authorized by NDCC Section 44-04-19.1(2) to discuss said pending litigation matter.

Second by Strand. All the Commissioners voted aye and the motion was declared carried.

At 4:31 o'clock p.m. the Board moved to the Red River Room to discuss the litigation matter in Executive Session.

Members present were: Kolpack, Piepkorn, Preston, Strand, Mahoney.

Members absent: none

The Executive Session closed at 4:50 o'clock p.m. and the meeting reconvened in public session at 5:00 o'clock p.m.

All Commissioners present. Mayor Mahoney presiding

Commissioner Kolpack moved to authorize the City Attorney's office to file an appeal of the District Court's February 20, 2024 Order and February 28, 2024 Judgement in Case Number 09-2023-CV-02540.

Second by Piepkorn. On call of the roll Commissioners Kolpack, Piepkorn, Preston, Strand and Mahoney voted aye.

No Commissioner being absent and none voting nay, the motion was declared carried.

The Mayor read a message with the following information: The Engineering Department submitted applications to the Flexible Transportation Fund and was awarded \$1.4 million for reconstruction of NP Avenue between 8th Street and Broadway in 2025; hydrant flushing and inspections begin April 16th; the Library will host the Prairie Garden Workshop on April 17th and a Craft Supply Swap on April 20th; North Dakota Poet Denise Lajimodiere will give a presentation on April 29th; and Kaylee Trana's submission of student artwork was selected to be featured on a local MATBUS and all 20 submissions of student artwork entered in the contest are on display at City Hall.

Order of Agenda Approved:

Commissioner Strand moved the Order of the Agenda be approved.

Second by Piepkorn. All the Commissioners voted aye and the motion was declared carried.

Minutes Approved:

Commissioner Kolpack moved that the Minutes of the Regular Meeting of the Board held on April 1, 2024 be approved as read.

Second by Preston. All the Commissioners voted aye and the motion was declared carried.

Consent Agenda Approved:

Commissioner Piepkorn moved the Consent Agenda be approved as follows:

1. Letter of Support for the Hale Properties and Sioux Surgical application to the ND Opportunity Fund.
2. 2nd reading and final adoption of an Ordinance Amending Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations; 1st reading, 4/1/24.
3. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Golden Valley Fourth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 4/1/24.
4. Gift Agreement and Quit Claim Deed with Lake Agassiz Habitat for Humanity, Inc.
5. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo for property located at 1022 9th Avenue North.
6. Findings, Conclusions and Order of the Board of City Commissioners of the City of Fargo regarding the Liquid Hospitality, LLC d/b/a Windbreak Saloon License Violation.
7. Site Authorizations for Games of Chance:
 - a. Boys and Girls Club of the Red River Valley at Suite Shots (5/6/24).
 - b. North Dakota Association for The Disabled, Inc. at Bulldog Tap.
 - c. North Dakota Association for The Disabled, Inc. at Cowboy Jack's.

- d. North Dakota Association for The Disabled, Inc. at O'Kelly's.
 - e. Northern Prairie Performing Arts at SouthTown PourHouse.
 - f. Northern Prairie Performing Arts at The Windbreak.
 - g. Fraser Ltd. at Golf Addiction.
 - h. Fraser Ltd. at Space Aliens.
 - i. Fraser Ltd. at Cairo Restaurant and Bar.
 - j. Red River Human Service Foundation at Doublewood Lounge.
 - k. Red River Human Service Foundation at Fargo Elks Lodge #260.
8. Applications for Games of Chance:
- a. Bella Garcia Fundraiser for a raffle on 4/28/24; Public Spirited Resolution.
 - b. Hope Blooms for a raffle board on 5/7/24.
 - c. Lincoln Elementary PTA for a raffle on 4/26/24.
 - d. Benefit for Buretta Family for raffle on 4/27/24; Public Spirited Resolution.
 - e. Pray for Gray for a raffle on 5/10/24.
 - f. El Zagal Provost Guard for a raffle on 9/12/24.
 - g. Red River Valley Woodcarvers for a raffle, calendar raffle and raffle board 4/26/24-4/28/24.
9. Sponsorship of the 2024 Juneteenth event up to \$15,000.00.
10. Revisions to the Excavation Fees and Guidelines, as presented.
11. Developer Agreement with Scheels All Sports, Inc. for Crossroads Corporate Center Second Addition.
12. Change Order No. 1 in the amount of \$38,420.00 for Project No. ER-23-A1.
13. Bid advertisement for Project No. UR-24-G.
14. Bid award to Border States Paving, Inc. in the amount of \$638,811.80 for Project No. SR-24-B1.
15. Contract and bond for Project No. PR-24-C1.
16. Contract and bond for Project No. TM-24-A1.
17. Final Balancing Change Order No. 2 in the amount of \$0.00 for Improvement District No. UR-23-C1.
18. Memorandum of Offer to Landowner for Permanent Easement (Sidewalk) with L S Development, LLP (Improvement District No. SR-24-B1).
19. Easement (Temporary Construction Easement) with North Dakota State University Development Foundation (Improvement District No. BR-24-F1).
20. Create Improvement District No. AN-24-A (Alley Paving).

21. Create Improvement District No. PR-24-A (Concrete Paving Rehab/Lane Widening).
22. Bid award to Master Construction Company, Inc. in the amount of \$1,253,194.00 for Improvement District No. BN-24-A1.
23. Access Easement (44th Street and Utilities) with Southeast Cass Water Resource District (Improvement District No. BN-24-B1).
24. Contract and bond for Improvement District No. PR-24-F.
25. Items from the FAHR staff meeting:
 - a. Budget adjustment using CDBG funds in the amount of \$124,034.00 for downtown mobile unit.
 - b. Funding in the amount of \$21,500.00 for an investigation and report on the North Parking Deck at City Hall.
 - c. Adjusted bid award to Bailey Nurseries in the amount of \$82,500.00 (RFP23151).
 - d. Early order for 4 trucks for Solid Waste totaling approximately \$1.25 million.
 - e. Extension of the Prairie Public Lease Agreement to include the two, 3-month extension option at a rate of \$18,667.67/month from 5/24-10/24.
 - f. Purchase Agreement with Holm Properties, LLC for City owned property located at 924 15th Street North.
26. Resolution Authorizing the Issuance and Sale of \$25,705,000.00 City of Fargo Refunding Improvement and Refunding Improvement Refunding Bonds, Series 2024 (Improvement District No. FP-19-A) (Attachment "A").
27. Selection of the top three submissions of artwork for bus wraps.
28. Resolution approving Plat of The Pines at the District Sixth Addition (Attachment "B").
29. Resolution approving Plat of Crossroads Corporate Center Second Addition (Attachment "C").
30. Resolution approving Plat of Brekke's Addition (Attachment "D").
31. Notice of Grant Award from the ND Department of Emergency Services for FY2023 State Homeland Security Program for the purchase of a TCV from NABCO for the Red River Valley Bomb Squad (CFDA #97.067) (RFP24162).
32. Direct the City Attorney's Office to Amend Fargo Municipal Code 5-0406 - Terms of Office.
33. Receive and file Bias Motivation and Hate Crime Report for year-end 2023.
34. Extension of unpaid leave for Brett Schaible through 7/9/24.

35. Bills in the amount of \$6,882,242.11.

Second by Kolpack. On call of the roll Commissioners Piepkorn, Kolpack, Preston, Strand and Mahoney voted aye.

No Commissioner being absent and none voting nay, the motion was declared carried.

Resident Comments:

Patrick Kelly spoke about freedom of speech and music; Paul Stalcup spoke in appreciation of what staff and Commissioners do for the City; KJ Atkinson, Alen Fejzic, Prairie Johnson, Julianna Soliman, Asher Lorentzen and Allison Slavik spoke about the Israel-Hamas war; and Wess Philome spoke about the Police Advisory and Oversight Board.

High Plains Fair Housing Center Presentation:

Commissioner Strand said several months ago, Michelle Rydz from High Plains Fair Housing gave a presentation to the Human Rights Commission on demographic trends in Fargo neighborhoods and he thought since April is Fair Housing Month it would be good to have Ms. Rydz give her presentation to the Board.

Ms. Rydz said the High Plains Fair Housing Center is a nonprofit organization with its main focuses being education and outreach, enforcement of housing discrimination and advocacy. In North Dakota, she said, under the Fair Housing Act, it is illegal to discriminate based on race, color, religion, sex, familial status, a home with a child under 18 or disabilities. The Center has taken over 1,400 fair housing intake calls since 2016, she said, with the majority based on disability discrimination. In Fargo in 2023 there were 275 calls and of them 143 were related to housing discrimination, she said. Higher calls were not due to more discrimination, she said, it is that more people know what their rights are and are doing something about it. She said cities such as Fargo that receive Federal funding, must administer programs and activities in a way that addresses inequity, promotes integration, reduces segregation and transforms racially or ethnically concentrated areas of poverty into areas of opportunity. She shared data showing North Dakota was the fourth fastest growing state according to the 2020 census, growing 16%. Cass County alone grew by 23%, she said, with Fargo, Bismarck and areas near the oil fields being epicenters of this growth. She shared maps showing predominant racial groups and shifting school demographics and said there are segregation patterns reflecting in the schools and housing choices are being affected. The Fargo-Moorhead Regional Housing Analysis projects a need for nearly 15,000 housing units in the next 10 years, she said. One way to determine if barriers to housing choice exists, she said, is to analyze zoning and what kind of permits are being requested and making sure to promote affordable housing development in areas of high opportunity to address disproportionate needs based on race and color and ensure developments are not built in census tracts that are minority or trending that way. The next steps, she said, is, at a minimum, Fargo must insure that developers and property managers are addressing increasing segregation patterns in our neighborhood and schools, are educated in fair housing law and can effectively demonstrate how they will affirmatively further fair housing. She said other ideas are to address the segregation of opportunity and related

inequitable distribution of resources, Fair Housing training for Planning Commission and housing professionals, penalties for “slum landlords” and more diversity in the housing provider professionals.

Discussion on Board of City Commissioners Governance Policies: City Attorney and Mayor Directed to Prepare Policies for Adoption by Resolution:

Mayor Mahoney thanked the Commissioners for their time and input at the April 4th session and thanked Dr. Jeffry Schatz for his excellent facilitation services. A thoughtful consensus was achieved on the items discussed in the eight working sessions. The Mayor summarized the clean and redlined versions of the document and pointed out the following policies that were updated:

Policy No. 1 was clarified to include that the Mayor coordinates the performance review of the City Administrator.

Policy No. 2 has several elements, the financial planning and administrative section is strengthened and includes clarification on how the City Administrator handles fund balances and reserves. There is reference to the new purchasing policies and expectations for communicating the financial conditions of the City.

Policy No. 3 there is no change.

Policy No. 4 a row was added for clarity for agenda management including how citizens are to work through Commissioners for agenda items. Included is a new conflict of interest process.

Policy No. 5 includes the agreed upon updates of the Resident Comment portion of City Commission meetings. Three separate comment opportunities are described including: Resident Comment for agenda items; comments for Public Hearing items; and general resident comments will be at the end of the Commission meeting for those items not on the agenda. Mayor Mahoney said the policy had not been looked at for many years and this is an attempt to match Ordinance with policy.

Policy No. 6 has been updated for consistency back to Policy 4.

Policy No. 7 there is no change.

He said he is asking the Commission to authorize the City Attorney and himself to prepare the proposed Governance Policies for adoption by Resolution on Monday, April 29, 2024. After approval on April 29th, he said, the Commission and staff will work to implement the Governance Policies.

Commissioner Strand moved the Mayor and City Attorney be authorized to prepare the proposed City of Fargo Governance Policies as presented for adoption by Resolution at the April 29, 2024 City Commission meeting.

Second by Kolpack.

Commissioner Preston moved to amend the motion to include the addition of the following to Policy No. 2a, Operational Expectation – Policy V (Financial Planning and Administration) under the Financial Administration Section: 10. Budget line items are not transferred from one fund to another unless reviewed by the Finance Committee and authorized by the Board of City Commissioners.

Second by Strand.

In response to a question from Commissioner Kolpack asking about concerns that this is counter to current policy, City Administrator Michael Redlinger said in

discussions on April 4th, the attempt for Item No. 2 was clarifying and amplifying that the authorities that do exist are derived from the Finance Committee, derived from the Commission, and so if the language in the Amendment was desired it would be consistent with Charter and it at the Commission's discretion on how it is handled.

In response to a question from Commissioner Strand asking which this policy triggers, the staff Finance Committee and the Quarterly Committee combination of the Finance Committee and the Board, Mr. Redlinger said going forward, the Finance Committee is now the Quarterly Committee and is derived of the Commissioners. He said the Staff Committee is not a Committee at all, it is a staff meeting with no delegated authority.

Commissioner Piepkorn said with the Finance Committee abolished, there is nothing and the set-up now is inadequate for a budget the size of Fargo's. The prior committee had monthly meetings, and looking at the budget quarterly for a multi-million dollar budget, with no oversight, is not even close to sufficient, he said.

Mayor Mahoney said the quarterly meetings allow any Commissioner to weigh in on any budget changes or fund transfers and has more clarity and transparency than ever. All Commissioners should be aware of any budget changes and the staff meeting will deal with smaller items not at the level to reach the Commission. He said the Commission sets the goals of the budget every year and the quarterly meetings are to check-in and see where things are with the budget, how things are changing and what to do. In the past, he said, Commissioners would weigh in on the budget and a year later the budget would be reported on to say how well things fared. He said quarterly meetings of the whole Commission are an opportunity for all to know where things sit, for comments and to vote up and down on any fund changes. Quarterly meetings give the Commissioners more opportunities to intervene on the budget, he said, and is truly a change.

Commissioner Kolpack said the general resident comments were never removed from the draft, so the confusion on that issue could have been avoided. She said the policies and protocols being proposed should help citizens understand and add more transparency to expectations. There is additional work not completed, she said, including a new Commissioner orientation packet and work for the Boards and Commissions for more transparency and consistency.

On call of the roll on the motion to amend, Commissioners Preston, Strand, Kolpack, Piepkorn and Mahoney voted aye.

No Commissioner being absent and none voting nay, the motion was declared carried.

On call of the roll on the original motion as amended Commissioners Strand, Kolpack, Piepkorn, Preston, and Mahoney voted aye.

No Commissioner being absent and none voting nay, the motion was declared carried.

Update on the Riverfront Renewal Plan and Tax Increment Financing District:

Director of Strategic Planning and Research Jim Gilmour said the Board approved a Riverfront Renewal Plan and Tax Increment Financing (TIF) District in 2021. The overall plan included activities to remove blighted conditions, improve public spaces and encourage private and public sector redevelopment. Two activities have begun, he said, TIF funds were used for demolition of the former Mid-America

Steel site buildings and the City approved using future TIF funds for costs of Riverhouse Apartments at 419 3rd Street North. He shared a list of the activities in the plan that would use TIF funds to implement the plan, the initial estimate of costs, status of the activity and a very approximate estimate of remaining costs. He said the activities are all very different; however, they can be grouped into three types of activities:

- Affordable housing (Lashkowitz, Prairie St. John site, Burell site)
- Public Realm (Civic Plaza, Riverfront at Mid-America site, parking)
- Redevelopment (Mid-America site, former PD and Health buildings, private surface parking lots and older buildings appropriate for redevelopment)

He said two activities could be implemented in the next year, and another that could be ready later this year:

- The Fargo Housing Authority has requested \$536,000.00 to enhance the appearance and amenities, he said, in the new Lashkowitz housing project. An agreement is being drafted for your consideration in two weeks, he said and TIF money would not be needed until 2025 TIF funds are available.
- The Downtown Infocus plan recommends some short-term steps to activate the City Hall Plaza, he said. The recommendation was to "Focus on temporary public art, upgrades to better support programming, clear connections to the Red River Trail and new trees and landscaping with a focus on supporting local habitats (butterflies), he said. No de-paving is anticipated at this time, he said. The recommendation further stated that the City should, "Target funding for tactical improvements for \$100,000.00/year for the next five years, anticipating maintenance and repainting on an annual basis," he said.
- Prairie St. John (PSJ), he said, may be willing to sell property south of the hospital for a low-income housing project. There are discussions between the developer and PSJ, he said, and there could be a decision to sell later this year. The cost for site acquisition and demolition may be \$500,000.00, he said.

He said most of the TIF funds available from 2023 and 2024 were used for demolition of buildings on the Mid-America Steel site and the balance in the Riverfront TIF fund, projected 2025 income, the costs of Lashkowitz and the Civic Plaza and the estimated balance are:

| | |
|-----------------------|-----------------------|
| Balance March 2024 | \$ 84,469.45 |
| Projected FY 2025 TIF | \$ 572,000.00 |
| Available – 2025 | \$ 656,469.45 |
| Fargo Housing | \$(536,000.00) |
| Civic Plaza | <u>\$(100,000.00)</u> |
| Balance | \$ 20,469.45 |

The Infocus Report includes Implementation Steps for the Downtown Riverfront, he said and these steps will require advance planning and work could begin soon. Annual TIF funds will increase in future years to provide money to implement activities in the InFocus Implementation Report and Riverfront Renewal Plan, he stated, and he estimates that \$4.8 million will be available from 2026 to 2030 for Riverfront Renewal Plan implementation, with another \$8.2 million available between 2031 and 2035. He shared annual estimates of revenue and said the TIF District may continue until 2046. He said he will bring the Housing Authority concept forward at the next meeting to see if the Board is interested in funding that. He said whether it be at a Special Meeting, a brown bag meeting, a quarterly Finance meeting or part of next year's budget

request, there needs to be discussion on the questions about which activities to still include or exclude, should new things be added and what are the priorities. He said input from Downtown residents and businesses is important on which of the activities are most important.

Mayor Mahoney said it is important that the new Lashkowitz housing project move forward and an update on what that involves would be timely to allow the Board to decide whether or not to fund that.

Commissioner Preston said she would encourage a brown bag for more discussion, and suggested a pro forma of the revenue and projected expenses of the proposed projects in order to get a sense of when the projects are getting plugged into a timeline. She said she has questions about what will happen with the Mid-America site and the planning for that.

Commissioner Strand said this is a good example of collaboration.

Amendments to the Tax Increment Financing (TIF) Policy Approved:

Strategic Planning and Research Director Jim Gilmour said the Economic Development Incentives Committee (EDIC) is recommending an amendment to the TIF Policy to encourage developers to remove blighted buildings in the first phase of redevelopment. He said the second phase would be review of the details of the proposed new development and a financial review to determine if additional incentives are needed. He said he is seeing situations of buildings that are economically and functionally obsolete and the owner does not know what will be done with the property in the long term and it is probably best for them and the community if the sites were cleared. He said for example, the entire Sahr's block is vacant and the developer is not ready to move ahead. The new policy provides that the Renewal Plan would be written right away, a Development Agreement would state within five years the site would be redeveloped and certain costs would be reimbursed; however, only from the new development, he said. The City is not putting any money up front, he said, and it puts the developer on the clock to get something redeveloped. Cost limitations would be stricter than currently, he said, it would be the cost of demolition and cost of the value of the building as determined by the City Assessor. TIF assistance would be limited to a 5-year window, he said, and if they have an exemption, the 5-year period would start after the exemption was over. He said with construction costs, interest rates and demand for housing, developers have sort of a hit pause button on developments that otherwise may move forward. Evaluations will include conditions of existing building, short term benefits, potential for redevelopment and factors why the development cannot happen right away and time needed for redevelopment, he said. Requests would go to the Economic Development Incentives Committee who would make their recommendation to create the renewal plan, he said, which would come to the Board and include a Public Hearing.

Fire Chief Steve Dirksen said he supports the policy change and incentives to help take them down. The Fire Department responds to deficient buildings regularly and the Police Department responds to calls other than fires. As a public safety official, he said, if they can be taken out it would help keep employees safe, keep the community safe and make it a better place.

Commissioner Kolpack moved the amendments to the Tax Increment Financing Policy be approved as presented.

Second by Preston. On call of the roll Commissioners Kolpack, Preston, Strand, Piepkorn and Mahoney voted aye.

No Commissioner being absent and none voting nay, the motion was declared carried.

Police Chief and City Attorney Directed to Research Enforcement of Vehicles Illegally Altered to Create Noise:

Commissioner Preston said she has heard from constituents frustrated with the noise generated by vehicles illegally altered for creating noise. She said noise caused by these altered vehicles cause sleep disturbances and irritation, particularly Downtown. While it is not clear what, if anything, can be done she would like the Police Department and City Attorney to discover what can be done at a local level.

Police Chief David Zibolski said this has been discussed; however, under current City Ordinance, there is nothing he can do. He said normally when something is seen to be illegal, it would be kept until the illegality was cured; however, a mechanism for that would be needed. He said this motion gives the PD and City Attorney an opportunity for some options and items to look at that could be brought forward for the Board's consideration. Enforcement is hit and miss as far as catching vehicles with the altered mufflers or dangerous driving and the authority to do something needs to be assembled, he said.

Commissioner Strand said this is one of many topics of concern such as street racing and speeding. He would like to see the motion expanded to include more than just noisy modified vehicles.

Commissioner Preston moved the Police Chief and City Attorney be directed to research enforcement of vehicles illegally altered to create noise and report their findings to the City Commission.

Second by Kolpack.

Commissioner Strand moved to amend the motion to include speed racing and other safety issues on City streets.

Second by Preston. On call of the roll Commissioners Strand, Preston, Kolpack, Piepkorn and Mahoney voted aye.

No Commissioner being absent and none voting nay, the motion was declared carried.

On call of the roll on the original motion as amended Commissioners Strand, Preston, Kolpack, Piepkorn and Mahoney voted aye.

No Commissioner being absent and none voting nay, the motion was declared carried.

New Paving and Utility Construction Improvement District No. BN-23-E1: Protests Received and Declared Insufficient:

The Statutory Resolution of Necessity for the construction of New Paving and Utility Construction Improvement District No. BN-23-E1 in the City of Fargo, North Dakota, was duly published in the official newspaper for the City of Fargo, North Dakota, on February 28 and March 6, 2024 and protests representing 41.5 percent of the legal protest area have been received and filed in the office of the City Auditor within the legal protest period.

City Engineer Tom Knakmuhs said typically project awards are on the Consent Agenda; however, this had a high rate of protest so he wanted to share information on the project. The project is a one mile stretch on 45th Street North from 19th to 32nd Avenue. The project supports developer requested adjacent commercial and limited industrial development. He said there has been growth in recent years in the area, Lavernes 1st Addition, EW Wylie and Laverne's 2nd Addition and the question became whether 45th Street should be paved. It is currently gravel, he said and maintenance is about \$50,000.00 annually and recent development will increase traffic volumes and maintenance costs. Paving would support development to the east and the west, he said. Project limits were discussed, and consideration was given to pave only 19th Avenue to 28th Avenue, or 19th Avenue to 32nd Avenue, he said; however, it was best to go from 19th Avenue all the way to 32nd. Otherwise, he said, a half-mile of gravel roadway would be left to maintain from 29th to 32nd Avenue. The developable land north of 28th Avenue, in Fargo's ET would also benefit, and Reile's Acres was approached and willing to cost participate in their portion, he said, which is about \$624,495.99. As far as pavement type, he said, knowing there will be a lot of truck traffic on the road, concrete was selected. He said it has a higher initial cost but lower calculated life cycle costs and asphalt would require load restrictions each spring. He said Century Code describes how protests should be calculated and basically says if owners of the majority of the area protest that bars proceeding utilizing special assessments. A total of 9 protests were received for a total of 41.5% of the Improvement District, he said, and had it been 50% or more State law would require the bids be rejected. There was a meeting on April 9th with 2 property owners who protested and represent 33.6% of the Improvement District and the reasoning was discussed, he said. He encouraged them to reach out to Commissioners if they still did not support the project, he said.

Commissioner Piepkorn said it was good that Mr. Knakmuhs met with property owners. He said he has not heard from any of them.

In response to a question from Commissioner Piepkorn regarding the weight restrictions in Reile's Acres, Mr. Knakmuhs said the property owners would like to see that modified; however, Reile's Acres fully controls that roadway with their City limits on both sides. There are year-round restrictions on that road that limit weights of vehicles, he said, and he does not believe they have any intention of changing the load limits as there are a number of residential properties that front that roadway.

In response to a question from Commissioner Preston asking whether deferrals are expected on both sides of 45th, Mr. Knakmuhs said the property owner to the west is likely to seek a deferral for the special assessments associated with this project and there is a potential that some of the properties within Laverne's 2nd Addition could also make that request.

In response to a question from Commissioner Strand asking about the assessment district, Mr. Knakmuhs outlined it and said it runs a mile east of 45th to the Interstate and a quarter mile is in the City of Fargo ET and a quarter mile on the north end is within Reile's Acres city limits. He said if no deferral is given the land would be special assessed and the area outside Fargo's city limits would be quantified to the benefit and once the land comes into city limits then special assessments would get attached to the property.

Commissioner Piepkorn moved the protests be received and filed and declared insufficient.

Second by Kolpack. On call of the roll Commissioners Piepkorn, Kolpack, Strand, Preston and Mahoney voted aye.

No Commissioner being absent and none voting nay, the motion was declared carried.

Bids Received for New Paving and Utility Construction Improvement District No.

BN-23-E1:

The bids for New Paving and Utility Construction Improvement District No. BN-23-E1 in the City of Fargo, North Dakota were opened at 11:45 o'clock a.m., March 27, 2024 and the bids were found to be as follows:

| | |
|---|-----------------------------------|
| Dakota Underground Company Inc. Bid: | Fargo, ND \$3,643,790.33 |
| Northern Improvement Company Bid: | Fargo, ND \$3,855,398.54 |
| Park Construction Company Bid: | Minneapolis, MN \$4,194,135.97 |
| Border States Paving Inc Bid: | Fargo, ND \$4,237,986.48 |
| KPH, Inc. Bid: | Fargo, ND \$4,360,482.20 |
| All Finish Concrete, Inc. Bid: | West Fargo, ND \$4,653,523.30 |

Contract for New Paving and Utility Construction Improvement District No. BN-23-E1 Awarded to Dakota Underground Company Inc. in the Amount of \$3,643,790.33:

Commissioner Piepkorn offered the following Resolution and moved its adoption:

WHEREAS, The City Engineer has prepared and filed a detailed statement of the estimated costs of New Paving and Utility Construction Improvement District No. BN-23-E1; and

WHEREAS, The Board of City Commissioners of the City of Fargo has considered the bids received March 27, 2024 for New Paving and Utility Construction Improvement District No. BN-23-E1 in the City of Fargo, North Dakota; and

WHEREAS, The City Engineer's tabulation of the bids received for New Paving and Utility Construction Improvement District No. BN-23-E1 shows the bid of Dakota Underground Company Inc. of Fargo, North Dakota, in the sum of \$3,643,790.33 to be the lowest and best bid received.

NOW, THEREFORE, BE IT RESOLVED, That the Board of City Commissioners finds and declares the bid received from Dakota Underground Company Inc. in the sum of \$3,643,790.33 is the lowest and best bid received.

BE IT FURTHER RESOLVED, That the contract for New Paving and Utility Construction Improvement District No. BN-23-E1 in the City of Fargo, North Dakota, be and the same is hereby awarded to Dakota Underground Company Inc. for the sum of \$3,643,790.33, subject to the supervision, inspection and approval of the City Engineer, and in accordance with the Plans and Specifications filed in the office of the City Auditor.

Second by Kolpack. On the vote being taken on the question of the adoption of the Resolution Commissioners Piepkorn, Kolpack, Strand, Preston and Mahoney voted aye.

No Commissioner being absent and none voting nay, the Resolution was adopted.

Application for Property Tax Exemptions for Improvements Made to Buildings Approved:

- a. Bell Bank, 520 Main Avenue (5 years).
- b. Austin and Annika Avery, 1532 36th Avenue South (5 years).

Commissioner Preston moved the applications be approved.

Second by Kolpack. On call of the roll Commissioners Preston, Kolpack, Piepkorn, Strand and Mahoney voted aye.

No Commissioner being absent and none voting nay, the motion was declared carried.

Dean Bresciani Appointed to the Airport Authority:

The Board received a communication from Mayor Mahoney recommending that Dean Bresciani be appointed to the Airport Authority.

Commissioner Strand moved Dean Bresciani appointed to the Airport Authority for a five-year term ending April 8, 2029.

Second by Piepkorn. On call of the roll Commissioners Strand, Piepkorn, Preston and Mahoney voted aye.

Commissioner Kolpack voted nay.

The motion was declared carried.

Troy Goergen and Mike Ellingson Reappointed to the Fargo Dome Authority:

The Board received a communication from Mayor Mahoney recommending that Troy Goergen and Mike Ellingson be reappointed to the Fargo Dome Authority.

Commissioner Kolpack moved Troy Goergen and Mike Ellingson be reappointed to the Fargo Dome Authority for four-year terms ending April 1, 2028.

Second by Piepkorn. On call of the roll Commissioners Kolpack, Piepkorn, Preston, Strand and Mahoney voted aye.

No Commissioner being absent and none voting nay, the motion was declared carried.

Liaison Commissioner Assignment Updates:

The Commissioners gave reports on the Boards and Committees on which they serve.

The time at adjournment was 6:54 o'clock p.m.

MEMORANDUM

(27)

To: Honorable Board of City Commissioners
From: Jen Pickett, Recycling Supervisor JP
 Scott Olson, Solid Waste Utility Director SO
Date: June 25, 2024
Subject: 2024 Drop Site Lease Agreements

The Solid Waste Division currently maintains and services 20 recycling drop sites throughout the city. Many of the sites were originally established around 1990 as a solution to the North Dakota legislature establishing waste stream reduction goals for municipal solid waste landfills in the State, and the resultant City banning of yard waste in the landfill. The current intent of the drop sites is to provide yard waste drop sites for residents and recycling opportunities for businesses, residents of multi-family homes, and residents of single-family homes that elect to not participate in the current curbside collection program.

The sites are located within the following categories: city-owned property (8), privately owned property without lease agreements (3), Fargo Public School (**FPS**) property (4), Fargo Park District (**FPD**) property (4), and Diocese of Fargo including Fargo Catholic Schools Network (**FCSN**) property (1). Those sites located on properties owned by **FPS**, **FPD**, and **FCSN**, have annual lease agreements in place, with an annual rent payment of \$2,500.00 per site.

Specific locations include:

FPS (6) – *Lewis & Clark, Lincoln, McKinley, and North High.*

FPD (3) – *Longfellow Park, Rheault Farm, Park District Maintenance Building and Centennial Area.*

FCSN (1) – *Shanley High School.*

The proposed lease agreements with Fargo Public Schools and The Diocese of Fargo (see attached) would provide for a lease term of one year which would renew automatically and without notice for a period of (10) ten years until either party would provide written notice for the termination of the lease. This would eliminate the need for Mayoral signature on an annual basis.

Your consideration in this matter is certainly appreciated.

Recommended Motion

Approve the *Drop Site Lease Agreements* between the City of Fargo and Fargo Public Schools, and Diocese of Fargo, which provide for automatic renewal of successive one year leases over a period of (10) ten years.

LEASE AGREEMENT

This agreement, made effective and entered into the 1st day of August, 2024, by and between the City of Fargo, North Dakota, a municipal corporation ("City"); and Diocese of Fargo (including Blessed John Paul II Catholic Schools Network), of Fargo, ND ("Owner").

WITNESSETH:

WHEREAS, Owner has real property located in the City of Fargo; and

WHEREAS, City desires to rent a portion of Owner's property for use as a depository and pick-up point for recycling containers; and

WHEREAS, the parties desire to enter into a lease agreement to define their respective rights, duties, and liabilities relating to said premises:

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

- 1. Owner hereby leases to City, the premises which are described as being in the southwest corner of Lot 2, Block 1, Sullivan Addition, and made a part hereof by reference.**
- 2. The demised premises shall be used for the purpose of a depository and pick-up point for recycling. Equipment to be located on the demised premises shall consist of one or more receptacles (commonly known as "dumpsters") or other devices for containment of recyclables therein by citizens of Fargo.**

3. Rent for the demised premises shall be the sum of \$2,500 per year, per site, payable in advance.
4. The term of the lease shall be for one year commencing on the 1st day of August, 2024, and ending on the 31st day of July, 2025, subject to annual renewals for successive periods of one (1) year each through July 31, 2034, said renewals to occur automatically and without notice until either party provides written notice to the other for the termination of the lease, said notice to be delivered at least thirty (30) days before the end of any of the said successive annual lease terms.
5. City covenants with Owner that it will pick up the recyclables from the demised premises periodically as needed.
6. City agrees to make improvements at the site as may be necessary to facilitate its use as a recycling pick-up point. Such improvements may include, but shall not be limited to, a fence, appropriate signs, an asphalt pad, a curb cut for access, and any other improvements which may be necessary to facilitate use of the site as a recycling pick-up point.
7. City agrees to make timely repairs on any damage to Owner's property which may result from City vehicles driving on Owner's property for utilization of the demised premises. City's obligation to repair shall be limited to actual damage resulting from operation of City vehicles on Owner's property.


8. Upon expiration of the lease, or any renewal thereof, City agrees to restore the premises to essentially the same condition, normal wear and tear expected, as existed at the commencement of the lease.
9. City and owner agree that (a) City will name Owner as "additional insured" on its public liability insurance policy, and provide evidence thereof, provided; however, that so long as the City is self-insured under an authorized self-insurance program, this requirement shall be deemed to be satisfied and (b) that Owner does not waive any rights of recovery against City, either by itself or through its insurer(s), for damages that are covered by Owner's property or liability insurance coverages.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed as of the effective date of the lease.

CITY OF FARGO

DIOCESE OF FARGO

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

By 
Its: CFO / Treasurer

Date _____

Date 6-20-2024

ATTEST _____
Steve Sprague, City Auditor

FARGO PUBLIC SCHOOL DISTRICT LEASE AGREEMENT

I. PARTIES

The parties to this Lease Agreement (“Agreement”) are Fargo Public School District (“District”) and the City of Fargo, a North Dakota municipal corporation (“City”).

II. SCOPE OF THE AGREEMENT

District, in consideration of the rent to be paid and the covenants to be performed by City, hereby leases to City, the premises (Premises) as specifically identified in Exhibit A, which are situated at the following District locations in the City of Fargo, County of Cass, State of North Dakota: Lewis and Clark Elementary School, Lincoln Elementary School, McKinley Elementary School, and Fargo North High School.

III. TERM OF LEASE

The term of this Agreement (“Term”) shall commence on April 1, 2024, and terminate on June 30, 2034.

IV. HOLDING OVER

If City remains in possession of the Premises after this Agreement expires, and District accepts rent from City, this Lease shall be deemed renewed on a month-to-month basis with all other terms and conditions of this Agreement remaining in effect until otherwise agreed in writing.

V. RENTAL PAYMENTS

City will pay rent for the Premises in the amount of \$2,500 per site, per year, or a total per annum amount of \$10,000, which shall be due in advance of July 15 each year.

VI. TENANT’S OBLIGATIONS

The City’s obligations under this Agreement are as follows:

1. Pay the rent when due.
2. Utilize the Premises for purposes of depository and pick-up point for recycling.
3. Pick up recyclables from the Premises periodically as needed.
4. Make improvements at the site as may be necessary to facilitate its use as a recycling pick-up point. Such improvements may include, fencing, appropriate signage, asphalt pad, a curb cut for access, and any other improvements necessary to facilitate use of the site as a recycling pick-up point. City shall also be responsible for the costs and expenses associated with the installation and maintenance of such improvements and any equipment or fixtures required for recycling that are located on the Premises.

5. Make timely repairs of any damage to District's property which may result of City vehicles driving on District's property for utilization of the Premises. City's obligation to repair shall be limited to actual damage resulting from operation of City vehicles on Owner's property.
6. Not to make any unlawful, improper, or offensive use of the Premises, and to observe all the laws of the State of North Dakota and the ordinances of the City of Fargo force from time to time relating to the leased Premises.
7. Surrender the Premises to District at the end of the Term; and, in default of the payment of rent due or failure to perform its obligations under this Lease, to surrender the Premises upon demand by District. At such time, City agrees to restore the Premises to the same condition, normal wear expected, as existed at the commencement of this Agreement.
8. Be responsible for any and all claims, demands, or causes of action which may be brought against the District as a result of the utilization of the Premises by the City as a pick-up point for recyclables.

VII. TERMINATION

1. Termination by Either Party

Either party may terminate this Agreement upon thirty (30) days written notice.

2. Termination for Cause

District may terminate this Agreement effective upon delivery of written notice to City, or any later date stated in the notice if City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

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

VIII. MERGER AND MODIFICATION

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

IX. SEVERABILITY

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

X. ASSIGNMENT

This agreement may not be assigned or subleased by City without District's written consent.

XI. NOTICE

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

| | CITY | DISTRICT |
|-------------------|----------------------------|----------------------------------|
| Name: | Jen Pickett | Jackie Gapp |
| Title: | Recycling Supervisor | Business Manager |
| Address: | 2301 8 th Ave N | 700 7 th Street South |
| City, State, Zip: | Fargo, ND 58102 | Fargo, ND 58103 |

XII. INDEMNIFICATION

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

XIII. INSURANCE

District and City each shall secure and keep in force during the Term of this Agreement, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, commercial general liability insurance with minimum limits of \$250,000 per person and \$1,000,000 per occurrence.

XIV. EFFECTIVENESS OF AGREEMENT

This Agreement is not effective until fully executed by both parties. If no start date is specified in the Term of Agreement the most recent date of the signatures of the parties shall be deemed the Effective Date.

**FARGO PUBLIC SCHOOL
DISTRICT**

By: 

Its: CFO

Date: 6/24/2024 | 9:13:58 AM CDT

CITY OF FARGO

By: _____

Its: _____

Date: _____



DIVISION OF SOLID WASTE
2301 8th Avenue North
Fargo, North Dakota 58102
Office: 701.241.1449 | Fax: 701.241.8109
FargoND.gov

(28)

Memorandum

TO: Board of City Commissioners
FROM: Scott Olson, Solid Waste Utility Director
DATE: June 28, 2024
RE: RFP for Front Load Containers (RFP24228)

Commissioners:

On June 13th, 2024, requests for proposals were received for a variety of Steel and Rotationally Molded, 2, 3, 4, 6, and 8 cubic yard Front Load containers. Seven proposals were submitted by five (5) vendors.

The review committee consisting of Scott Olson, Dave Rheault, and Tanner Smedshammer evaluated each product and determined that selecting all steel containers was most advantageous to the City of Fargo – Solid Waste's operations. The decision was based on specification met along with lowest cost of products. Two vendors proposed at or lower than expected parameters.

The results are as follows:

| <u>Firm</u> | <u>Total Cost</u> |
|---------------------|-------------------|
| Poynette Iron Works | \$362,390.00 |
| Wastequip | \$382,877.65 |

Funding for this project is included in the 2024 Solid Waste Capital Budget.

SUGGESTED MOTION:

I/we hereby move, based on the request for proposal (RFP24228), award the Front Load Containers to Poynette Iron Works for the total cost of \$362,390.



RFP24228 - Front Load Containers

Project Overview

| Project Details | |
|---------------------|---|
| Reference ID | RFP24228 |
| Project Name | Front Load Containers |
| Project Owner | Tanner Smedshammer |
| Project Type | RFP |
| Department | Solid Waste |
| Project Description | The City of Fargo is issuing a Request for Proposals (RFP) from qualified vendors to provide Front Load Steel and Rotationally Molded Containers. |
| Open Date | May 31, 2024 10:30 AM CDT |
| Close Date | Jun 13, 2024 1:00 PM CDT |

| Highest Scoring Supplier | Score |
|--------------------------|-----------|
| Poynette Iron Works LLC | 91.25 pts |



Scoring Summary

Active Submissions

| | Total |
|---|-----------|
| Supplier | / 100 pts |
| Poynette Iron Works LLC | 91.25 pts |
| Wastequip Manufacturing Company LLC | 85 pts |
| Box Gang Manufacturing LLC | 70.75 pts |
| Taza Supplies Inc. | 66.5 pts |
| Technology International, Inc. | 64 pts |



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

(24) b

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: FAHR Staff meeting – Items for Commission Review/Approval
DATE: May 13, 2024

APPROVED BY THE BOARD
OF CITY COMMISSIONERS
5-13-24

Receive & File: Sales Tax Update

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

Budget Adjustments

Solid Waste – Front Load Containers

IS – Fiber at Fire Station 8

FARGODOME – Portable Basketball Floor

Personnel Requests

Fire - Reclassification

Other Financial Considerations

Report of Action:
FAHR Meeting of 5/6/2024



☐ Purchase Policy
☒ Budget Adjustment/Reallocation
☐ Personnel Request
☐ Other Financial

Department: Solid Waste
Description: In conjunction with an efficiency-driven transition to some routes with solely front-loading vehicles, reallocate funds to allow the purchase of 450 front-load containers for Route 535.
Net Financial Impact: \$0

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve transfer of \$200,000 from Landfill Capital Improvements to the Commercial Collection M&E Budget.



DIVISION OF SOLID WASTE
2301 8th Avenue North
Fargo, North Dakota 58102
Office: 701.241.1449 | Fax: 701.241.8109
FargoND.gov

MEMORANDUM

DATE: May 1, 2024
TO: Honorable Board of City Commissioners
FROM: Scott Olson, Solid Waste Utility Director
Subject: Request budget transfer for order of front load containers

The Solid Waste Department recently completed a major re-routing in the commercial collection division which will make day-to-day activities much more efficient and allow a more uniform transition as we begin the transition from mostly rear-load garbage collection to front-load garbage collection. Front-load collection is much more efficient and greatly reduces safety concerns as drivers no longer are required to exit the vehicle and manually handle heavy containers.

Originally, the estimated delivery date of the 2024 front-load truck was scheduled to be December 2024 or January of 2025. We had planned to purchase a portion of the front-load containers needed to transition the northern-most route (Route 535) in 2024 with budgeted funds, and purchase the remaining containers needed in quarter 1 of 2025 with 2025 budgeted funds. We were recently informed that this truck is now expected to be in our possession as soon as August/September of 2024.

The remaining 2024 budgeted amount for containers is approximately \$265,000. In checking with our local vendors the total cost to transition the entirety of Route 535 to front-load collection will be just over \$420,000, this includes the 450 containers of various sizes (2yd – 8yd) and accessories needed to serve each customer. By transitioning the entire route at one time this will remove the need to bring a rear-load truck from its current route to handle a portion of the 535 route.

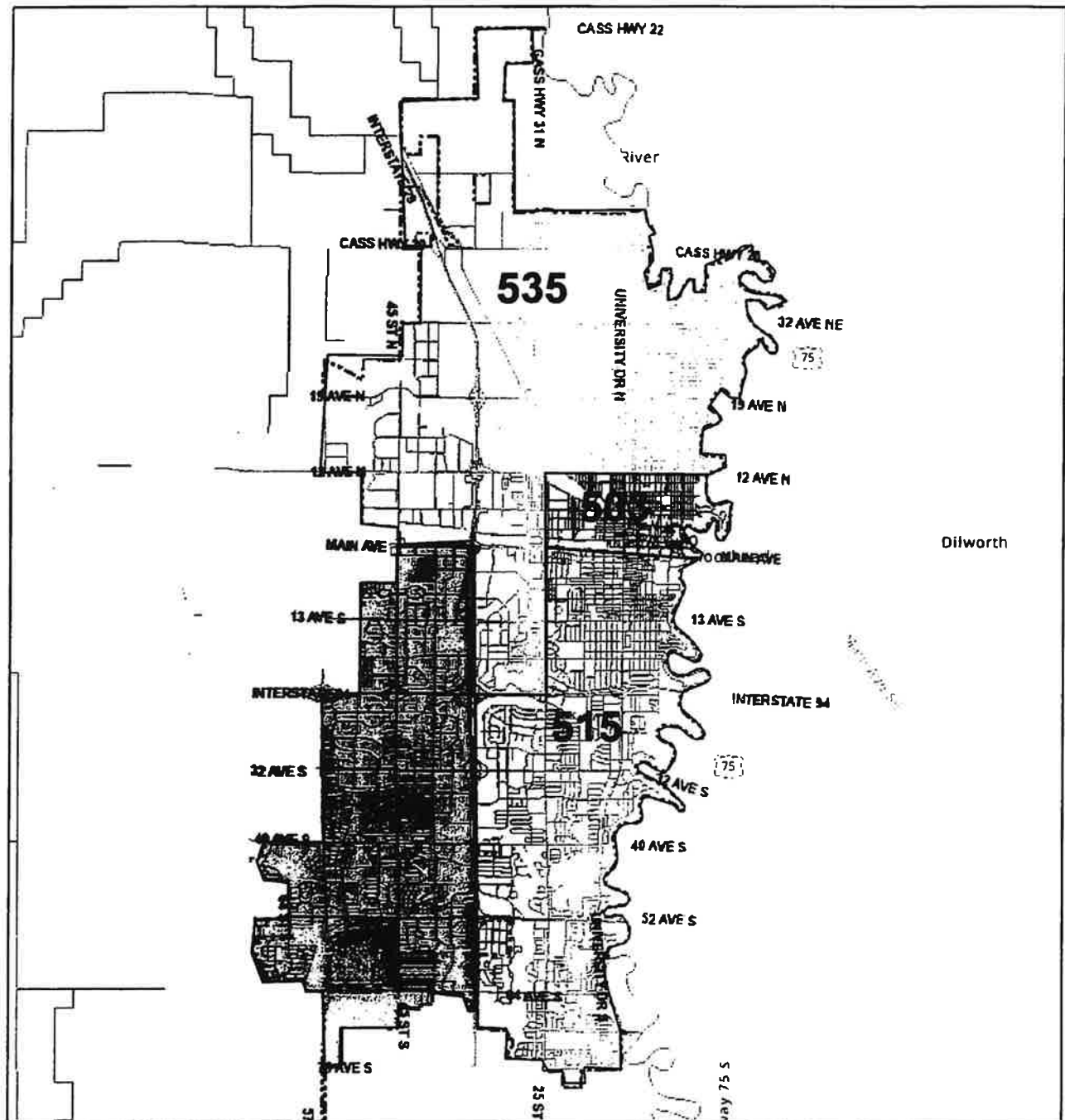
FUNDING

Solid Waste had carried over \$500,000 in the Landfill Capital Improvement (531-3074-433.73-10) from the 2023 budget to the 2024 budget to account for infrastructure needs that were planned but not completed. In collaboration with the Engineering Department we were able to secure and will use recycled asphalt millings from an upcoming 2024 roadway project to improve one of our main roads at the Landfill. Landfill staff will also be installing material as it is delivered to site. This will free-up a relatively significant amount of those dollars that were planned to be used for infrastructure.

REQUEST

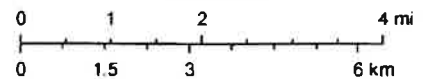
We are requesting City Commission approval to transfer \$200,000 from the Landfill Capital Improvements budget (531-3074-433.73-10) to the Commercial Collection Machinery & Equipment budget (531-3073-432.74-10) to complete the purchase of all containers necessary to transition the 535 route from rear-load to front-load for reasons described above.

Commercial Collection Routes



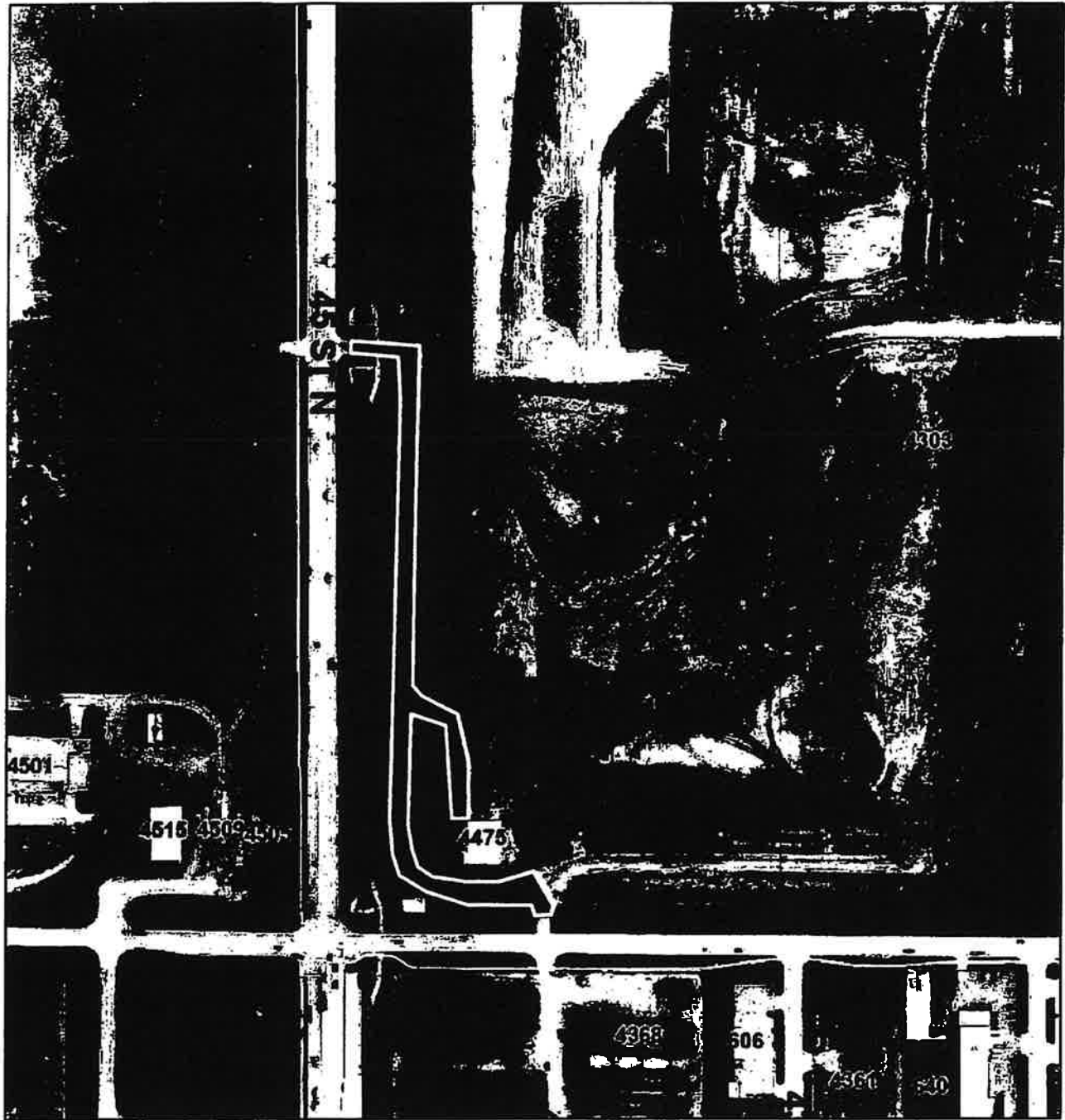
5/1/2024

1:173,939

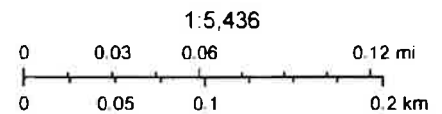


Esri, NASA, NGA, USGS, City of Fargo, County of Cass, ND, State of North Dakota, Esri, TomTom, Garmin, SafeGraph, MET/NASA, USGS, EPA, NPS, USDA, USFWS, City of Fargo, ND

Roadway Improvements Using RAP from Engineering Project



5/1/2024



City of Fargo, ND Fargo North Dakota Maxar

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: Solid Waste

REQUESTED BY: Scott Olson

PROJECT NUMBER : _____

DATE PREPARED: _____

DESCRIPTION OF REQUEST:

$\log_{10} \frac{1}{\alpha} = 0.0004$, $\log_{10} \frac{1}{\beta} = 0$, $\log_{10} \frac{1}{\gamma} = 0.0004$, $\log_{10} \frac{1}{\delta} = 0$, $\log_{10} \frac{1}{\epsilon} = 0$

| REVENUE ACCOUNT NUMBER: | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|-------------------------|---------------------------------|-------------------------|------------|
| | | | |
| | | | |
| | | + | = \$ - |
| | | + | = \$ - |
| | TOTAL REVENUE ADJUSTMENTS: \$ - | | |

| EXPENSE ACCOUNT NUMBER: | | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|-------------------------|---------------------------|----------------------------|-------------------------|--------------|
| 531-3073-432.74-10 | Commercial Collection M&E | \$ 385,000 | \$ 200,000 | \$ 585,000 |
| 531-3074-433.73-10 | Landfill Cap Improvements | \$ 2,000,000 | \$ (200,000) | \$ 1,800,000 |
| | | + | = \$ | - |
| | | + | = \$ | - |
| | | + | = \$ | - |
| | | + | = \$ | - |
| | | + | = \$ | - |
| | | 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#

(29)

July 3, 2024

City of Fargo Commissioners
225 N 4th Street
Fargo, ND 58102

Dear Commiissioners:

The City of Fargo has provided transit service in West Fargo for many years. An annual Mass Transit Agreement defines the level and cost of the service, and West Fargo provides Fargo with an appropriate amount of funds to pay for local costs of the transit service. A portion of the cost of transit service is paid for with grants from the Federal Transit Administration and the State of North Dakota.

An agreement for these services for 2024 is attached for your consideration. Under the terms of these agreements, the City of West Fargo will contribute mont hly toward s the cost of fixed route transit and paratransit services.

RECOMMENDED MOTION: Approval of the Mass Transit Agreements between the Cities of Fargo and West Fargo for 2024.

Sincerely,



Cole Swingen
City of Fargo Assistant Transit Director – Operations

/enc

MASS TRANSIT AGREEMENT

This AGREEMENT made and entered into this 1st day of January, 2024, by and between the City of West Fargo, North Dakota (hereinafter "West Fargo") and the City of Fargo, North Dakota (hereinafter "Fargo").

WHEREAS, Fargo provides regular transit service and Paratransit service for its citizens; and

WHEREAS, West Fargo would like to provide such services to the citizens of West Fargo; and

WHEREAS, Fargo is agreeable to provide such transit service to West Fargo on the terms and conditions set out below;

NOW THEREFORE, be it agreed between West Fargo and Fargo as follows:

1. Fargo will provide regular transit service to West Fargo during the term of this agreement under the following conditions:
 - A. Fargo and West Fargo shall agree to routes, schedules, and stopping points of the transit service in West Fargo. It is understood that such West Fargo routes will tie into the Fargo route system at West Acres. Route 20 and stopping points must be such that the route can be completed in approximately thirty (30) minutes; the route will run once each hour. Route 24 and stopping points must be such that the route can be completed in approximately 60 minutes; the route will run once each hour.
 - B. West Fargo shall pay Fargo, on a monthly basis, \$19,755.29 a month in 2024, with payment being due by the 10th day of each month, for Route 20 and Route 24 transit service to be available in West Fargo. Fargo will use these funds for the local share of the overall cost of these services and for transit capital needs.
 - C. Persons who get onto the bus in West Fargo shall not be charged a fee to transfer onto other bus routes of the bus system, and may transfer onto another bus with no transfer fee.
 - D. The bus fare for using the buses in West Fargo shall be the same fare that is charged to passengers using the bus service in Fargo.
 - E. Fargo shall be responsible for all administrative responsibilities regarding the bus transit service provided to West Fargo, including dispatching, complaint issues, annual grant applications, marketing of routes, preparation and revision of route maps and schedules, and filing of any necessary reports.
2. Fargo shall provide West Fargo transit service for persons with disabilities through the Paratransit service on the following conditions:

- A. The service shall be available to the citizens of West Fargo on the same basis that it is available to citizens in Fargo.
 - B. The cost of the service to the citizens of West Fargo shall be the same cost as available to the citizens of Fargo.
 - C. It is understood between West Fargo and Fargo, that Fargo contracts with a provider for drivers services for the Paratransit service. West Fargo shall pay Fargo \$19.13 per ride in 2024, for paratransit services taken by a resident of West Fargo, except for those rides that are paid at an agency rate or those rides that are paid by Medicaid. West Fargo will not pay for rides billed at an agency rate or those rides that are paid by Medicaid. Fargo will track the number of rides for which West Fargo will be billed, as described herein, and will submit a monthly invoice to West Fargo. West Fargo will remit payment to Fargo by the 10th day of the following month. Fargo will use these funds for the local share of the overall cost of these services and for transit capital needs.
 - D. West Fargo, by written notification to Fargo, may limit the hours of Paratransit service in West Fargo, provided that such limitation would not cause any violation of any state or federal law.
- 3. West Fargo shall adhere to the Emergency Service Guidelines that Fargo has implemented.
 - 4. This agreement shall be for a period of twelve (12) months, beginning on January 1, 2024 and terminating on December 31, 2024.
 - 5. Either party may terminate or reduce the amount of service to be rendered if there is, in the opinion of either party's City Commission, a significant increase in local costs; or, in the opinion of either party's City Commission, insufficient state or federal funding available for the service, thereby terminating this agreement or reducing the service and compensation to be paid under this agreement. In such event the terminating party will notify the other party in writing one hundred eighty (180) days in advance of the date such actions are to be implemented. In the event of any termination, West Fargo shall pay the agreed rate only for services delivered up to the date of termination. West Fargo has no obligation to Fargo, of any kind, after the date of termination.
 - 6. This agreement shall not be amended, except in writing executed by both parties.
 - 7. Nothing in this agreement shall be deemed a waiver by West Fargo or Fargo of the limits of liability set forth in N.D.C.C. § 32-12.1-03 or a waiver of any available immunities or defenses. Additionally, the limitations on liability for West Fargo and Fargo shall not be added together or stacked to increase the maximum amount of liability.
 - 8. West Fargo and Fargo are each responsible for securing liability insurance that it believes, in its discretion, will be adequate for this agreement. Additionally, West Fargo and Fargo are each responsible for securing workers' compensation insurance and

employer's liability insurance at levels required under state law, or within its discretion, to cover any of its respective employees working under this agreement.

9. Both parties agree to indemnify, save, and hold harmless the other and its agents and employees from any and all liability, loss, cost, damages, expenses, claims, or causes of action, including attorney's fees, arising out of or by reason of actions of the other or its agents or employees in connection with or in the execution, performance, or failure to adequately perform obligations pursuant to this agreement. The indemnification and hold harmless obligations set forth in this agreement shall survive the termination of this Agreement.
10. The parties will cooperate and use their best efforts to ensure that the various provisions of this agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this agreement.
11. The District Court of Cass County, North Dakota, will be the sole and exclusive venue for any lawsuit pertaining to this agreement, and the Parties consent to the personal jurisdiction in said court in the event of any such lawsuit.
12. This agreement shall not be assigned without the express written consent of the other party.
13. Each provision, section, sentence, clause, phrase, and word of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid whatsoever, such illegality or invalidity will not affect the validity of the remainder of this agreement.
14. No party will be liable to another party during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials, or a restriction imposed by legislation, an order or a rule, or regulation of a governmental entity. If such a circumstance occurs, the party claiming the delay must undertake reasonable action to notify the other party of the same.
15. All notices, certificates, or other communications required under this agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to West Fargo:

City Administrator
City of West Fargo
800 4th Avenue East, Suite #1
West Fargo, ND 58078

If to Fargo:

City Administrator
City of Fargo
225 4th Street North
Fargo, ND 58102

16. This agreement will be controlled by the laws of the State of North Dakota.
17. This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. All parties will receive a fully-executed counterpart. The facsimile, email, or other electronically delivered signatures of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicable originals.
18. This agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.

IN WITNESS WHEREOF, the parties have caused this Mass Transit Agreement to be executed on the day and year first above written.

CITY OF WEST FARGO

BY: _____

Bernie L. Dardis, President, City Commission

ATTEST: _____

City Auditor

CITY OF FARGO

BY: _____

Timothy J. Mahoney, M.D., Mayor

ATTEST: _____

City Auditor



WATER RECLAMATION

**REGIONAL WATER
RECLAMATION FACILITY**

3400 North Broadway

Fargo, ND 58102

Phone: 701.241.1454 | Fax: 701.241.8159

FargoND.gov

July 8th, 2024

(30)

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

**RE: Exempt Purchase – (EX24254) Filmtec Corporation
Water Reclamation Facility (Effluent Reuse - Ultra Filtration Membranes)**

Dear Commissioners:

The Water Reclamation Facility (WRF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis (RO) quality water for industrial use at an ethanol plant in Casselton. The ERF provides over a million gallons per day that would ordinarily be discharged into the river. A critical "first step" component of the treatment process is the Ultra Filtration (UF) Membranes. The UF membranes are exposed to a wide range of contaminants and a constant, rigorous cleaning regimen. A failure of one of the UF skids would result in 40% less water produced and greater wear and tear of the remaining 3 skids.

The UF membranes have been in service for over 8 years, but recently there has been some reduction in performance. The cleaning regimen has increased, resulting in additional cost in labor and chemicals. While this is not creating current issues for the ethanol plant, it would be prudent to have a supply of replacement UF membranes to ensure that there will not be a reduction/gap in water production.

The attached quote delineates a unique/specific series of UF membrane that can be seamlessly installed into the UF skids. Features of "like or similar" membranes from other vendors may result in improper fit/alignment creating installation, performance and efficiency issues. Replacing deteriorating membranes will increase production efficiencies, cost savings and improved water quality. The L20N PVDF Ultra Filtration membrane was the original membrane installed in 2007, and is proprietary to the Filmtec/Evoqua/Dupont Corporations. The Water Reclamation Utility would like to procure Filmtec replacement UF membranes (for one skid) to obtain a known quality, performance and sizing for our current ultra-filtration system.

The cost of 120 membranes @ \$970 each = \$116,400 (plus freight surcharge @ \$8,250) for a total price of \$124,650. Funding for this purchase is not included in the 2024 Budget, but the Water Reclamation/ERF Rehab and Renewal Sales Tax Fund 455, has available unused dollars to fund this membrane replacement. Note: The Finance Purchasing Manager has previously approved this purchase.

Recommended Motion

Approve the Exempt Purchase for the Effluent Reuse Facility Ultrafiltration Membranes from Filmtec Corporation for \$124,650

Respectfully Submitted,

Jim Hausauer
Water Reclamation Utility Director



EXEMPT PURCHASE REQUEST FORM (EX)

| | | | |
|----------------------|-----------------------|--|-------------------|
| Requested by: | James Hausauer | Department: | Water Reclamation |
| Date of Request: | July 8, 2024 | Phone Number: | 701 476 6692 |
| E-mail: | jhausauer@fargond.gov | Reference exemption table justification on page 1 <u>C</u> | |
| Dept Head Signature: | James Hausauer | Estimated Amount of Purchase: | \$124,650 |

Product or Service description:

The Water Reclamation Facility (WRF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis (RO) quality water for industrial use at an ethanol plant in Casselton. The ERF provides over a million gallons per day that would ordinarily be discharged into the river. A critical "first step" component of the treatment process is the Ultra Filtration (UF) Membranes. The UF membranes are exposed to a wide range of contaminants and a constant, rigorous cleaning regimen. A failure of one of the UF skids would result in 40% less water produced and greater wear and tear of the remaining 3 skids.

The UF membranes have been in service for over 8 years, but recently there has been some reduction in performance. The cleaning regimen has increased, resulting in additional cost in labor and chemicals. While this is not creating current issues for the ethanol plant, it would be prudent to have a supply of replacement UF membranes as the next ethanol plant shut-down will be in the end of September for this replacement.

The attached invoice delineates a unique/specific series of UF membrane that can be seamlessly installed into the UF skids. Features of "like or similar" membranes from other vendors may result in improper fit/alignment creating installation, performance & efficiency issues. Replacing deteriorating membranes will increase production efficiencies, cost savings and improved water quality. The L20N PVDF Ultra Filtration membrane was the original membrane installed in 2007, and is proprietary to the Filmtec/Evoqua/Dupont Corporations. The Water Reclamation Utility would like to sole source procure Filmtec replacement UF membranes (for one skid) to obtain a known quality, performance and sizing for our current ultra-filtration system.

The cost of 120 membranes @ \$970 each = \$116,400 (plus freight @ \$8,250) for a total price of \$124,650. Funding for this purchase is not directly included in the 2024 Budget, but the Water Reclamation/ERF Rehab and Renewal Sales Tax Fund 455/Project WW2301, has available unused dollars to fund this membrane replacement.

Is a Contract required? Yes ☐ No ☒

| | | | |
|--|-----------|------------------------------------|--|
| Vendor Name: Filmtec Corporation | | | |
| Address: 5400 Dewey Hill Road | | | |
| City: Edina | State: Mn | Zip Code: 55439-2085 | |
| Contact Person: Vincent (Joe) Marzullo | | Title: Sales Rep-Western Region | |
| Telephone: 719 331 1614 | | Email: Vincent.Marzullo@dupont.com | |
| Purchasing Manager Approval: | | | |
| Exempt Purchase (EX) Number: | | EX24254 | |

Exempt Purchase Instructions

1. Complete the Exempt form if the purchase meets the Exempt Purchase Requirements listed below.
2. All funds expended for these types of activities or services will be properly receipted and accounted for with supporting documentation. All documentation will be maintained by the Purchasing Manager and shall be subject to internal audit.
3. Return completed form to the purchasing division for approval and assignment of an Exempt (EX) number at Purchasing@FargoND.gov
4. Return the Purchase Order and Vendor Invoice referencing the EX #, and Fixed Asset sheet (if applicable) to your AP Tech in Finance for processing.
5. Purchases over \$100,000 must go to City Commission for approval.

Exempt Purchase Requirement Table:

The City of Fargo departments may purchase such materials and services without quotation, request of proposals or bid for the following:

- (a) Land, building, space, or the rental thereof.
- (b) Procurement of publicly provided or publicly regulated gas, electricity, water, sewer, and refuse collection services.
- (c) Compatibility with equipment currently owned by the City which is essential to the proper functioning of that equipment.
- (d) Equipment maintenance or servicing of equipment when the service can best be performed by the manufacturer or authorized service agent. (i.e., preventative, annual, and warranty)
- (e) Employee benefit services, trust-related services, insurance services, and cash and investment management services obtained by a department with a fiduciary responsibility regarding those services.
- (f) Recurring support costs associated with implemented information technology solutions, including licensing, service agreements, maintenance, and subscriptions for software as a service, platform as a service, and infrastructure as a service.
- (g) Marketing in all media. (i.e., billboard, magazine, etc.)
- (h) Law enforcement K9.
- (i) Professional or technical service contracts necessary for the investigation of activities or in conjunction with litigation or court proceedings.
- (j) Any contract for asbestos removal.
- (k) Event related goods, equipment and services requested by event promoter and to be billed back to the event.
- (l) Maintaining and purchasing of books and periodicals from publisher or copyright holders thereof.
- (m) Procurement funded by grants when any special conditions require the purchase of particular materials and/or services as assigned in the grant award.
- (n) Recipients of donations, pledges or appropriations as approved by the Board of City Commission.
- (o) Material testing awarded on a Master Services Agreement.
- (p) Director of Finance and Purchasing Manager discretion on departmental requests.

| | | | | | | | |
|---|---|--|--|--|--------------------|---------------------------------|-------------------|
| FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES | | FilmTec Corporation | | Document Date 06/14/2024 | | Order Number 41169656 | |
| | | | | Customer P.O. number 5152024 05/15/2024 | | | |
| Ship-to / Consignee CITY OF FARGO 3400 N BRDWY FARGO ND 58102-0000 | | 11005546 | | Sold-to 11005875 | | | |
| | | | | CITY OF FARGO WASTE WATER DEPARTMENT c/o FARGO WASTEWATER TREATMENT PLANT PO Box 2083 FARGO ND 58107 | | | |
| Forwarding Agent/Notify Party/End User | | | | | | | |
| Transport Mode Road | | Shipping Point MARLBOROUGH VIRT 0014 WS | | | | | |
| Carrier / Drayage CUSTOMER PICKUP | | Country Shipped From United States | | Country of Destination United States | | | |
| Unloading Point | | INFORMATION | | | | | |
| Terms of Delivery and Payment PPD Fargo ND NET 30 DAYS FROM INVOICE DATE | | | | | | | |
| Item # | Goods Description Shipping Marks | | | Quantity | Unit Price* | | Amount* |
| 10 | Valid from: 05/15/2024 Valid to: 12/31/2024 | | | 120 EA | 970.00 USD / EA | | 116,400.00 USD |
| | 12038353 MODULE, SPARE L20N PVDF | | | | | | |
| | Freight Surcharge | | | | | | 8,250.00 |
| | ESTIMATED DELIVERY DATE 05/15/2024 | | | Quantity 120 EA | | | |

| | | | | |
|--|---|----------------------------|--|---------------------------------|
| FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES | | FilmTec Corporation | Document Date 06/14/2024 | Order Number 41169656 |
| | | | Customer P.O. number 5152024 | 05/15/2024 |
| Item # | Goods Description Shipping Marks | Quantity | Unit Price* | Amount* |
| | | | | |
| | | Subtotal | | 124,650.00 |
| | 0.00 % Sales Tax (State) | | | 0.00 |
| | E-4168 | | | |
| | 0.00 % Sales Tax (Local) | | | 0.00 |
| | E-4168 | | | |
| | 0.00 % Sales Tax (Local) | | | 0.00 |
| | E-4168 | | | |
| | | Total | | 124,650.00 USD |
| | INFORMATION: Att: Jeff Hoff @ 701-730-8716 | | | |
| | <p>*THE PRICE SHOWN MAY NOT INCLUDE ALL REQUIRED CHARGES. THE INVOICE PRICE WILL GOVERN ALL SALES MADE. The price effective at the time of shipment/delivery will be applicable to your order, regardless of the price shown on this document.</p> <p>Regardless of the title of, or any delivery date or other statements or descriptions, THIS CONFIRMATION/ORDER ACKNOWLEDGEMENT CONSTITUTES RECEIPT OF YOUR ORDER ONLY AND DOES NOT CONSTITUTE ACCEPTANCE. UPON ACCEPTANCE AND DELIVERY OF PRODUCTS BY SELLER, THE SALE WILL BE SUBJECT TO THE ATTACHED CONDITIONS OF SALE OR THE PROVISIONS OF ANY SIGNED WRITTEN CONTRACT BETWEEN US THAT COVERS THIS SHIPMENT. THIS CONFIRMATION LIMITS ANY ACCEPTANCE BY BUYER OF THIS CONFIRMATION TO THE TERMS OF THE CONFIRMATION AND CONDITIONS SELLER'S ACCEPTANCE OF TERMS PROVIDED BY BUYER TO BUYER'S ACCEPTANCE OF ALL TERMS PROVIDED BY THIS CONFIRMATION, WHETHER SUCH TERMS ARE ADDITIONAL TO OR DIFFERENT FROM BUYER'S TERMS OR OTHERWISE. SUBJECT TO ANY SIGNED WRITTEN CONTRACT BETWEEN THE PARTIES COVERING THE SHIPMENT, THIS CONFIRMATION PREVAILS OVER ANY TERMS CONTAINED IN ANY OTHER BUYER DOCUMENTS, TO WHICH SELLER HEREBY OBJECTS, AND THE PARTIES EXPRESSLY EXCLUDE FROM THEIR AGREEMENT ANY TERMS IN ANY DOCUMENT PROVIDED BY BUYER.</p> | | | |
| CONTACT: John Shibilski Ph.: JOHN.SHIBILSKI@DUPONT.COM Fax: | | | | |

| | | |
|--|--|---------------------------------|
| FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation | Document Date 06/14/2024 | Order Number 41169656 |
| | Customer P.O. number 5152024 | 05/15/2024 |

STANDARD CONDITIONS OF SALE

1. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
2. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.
4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
6. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
9. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
10. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
11. Dispute Resolution and Arbitration - Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.
12. In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, title, liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.
13. This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.
14. Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
15. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement. <https://www.dupont.com/privacy.html>
16. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

Ver. 3/5/07

