

FARGO CITY COMMISSION AGENDA

Monday, June 24, 2024 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 10, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Resolution Establishing the Board of City Commissioners as the Finance Committee of the City of Fargo.
- 2. Applications for Games of Chance:
 - a. El Zagal Shrine Temple for a calendar raffle 1/1/25-6/30/25.
 - b. El Zagal Shrine Temple for a calendar raffle 7/1/25-12/31/25.
 - c. Fargo Masonic Advisory Board for a raffle on 8/14/24.
 - d. ND Grand Chapter OES for a raffle on 6/5/25.
 - e. ND Grand Chapter OES for a raffle on 6/5/25.
 - f. North Dakota Solid Waste and Recycling Association for a raffle on 10/23/24.
- 3. Gaming Site Authorization for Sharehouse Inc. at Speck's Bar.
- 4. Permanent Easement with Keith A. Ernst and Linda Vogle, as Trustees of the Fred M. Hector, Jr. Revocable Trust (Project No. DR-21-A1).
- 5. Bid advertisement for Project No. DR-21-A.
- 6. Bid advertisement for Project No. UR-24-A.
- 7. Negative Final Balancing Change Order No. 2 in the amount of -\$80,644.44 for Project No. BP-23-02.
- 8. Contract and bond for Project No. UR-24-H1.
- 9. Developer Agreement with EagleRidge Development, LLC for Selkirk Place Second Addition.
- 10. Consent to Construction with Furst Stolz Development, LLC for property located at 4102 19th Avenue North.
- 11. Memorandum of Offer to Landowner for Permanent Easements (Street and Utility) and (Utility) with Cornerstone Bank (Improvement District No. PR-24-A1).

12. Bid award to Master Construction Co Inc. in the amount of \$120,032.00 for Improvement District No. AN-24-B1.
13. Change Order No. 1 for a time extension to the interim completion date for Phase 1 of Improvement District No. BR-24-E1.
14. Change Order No. 2 for a time extension to the interim completion dates for Phase 1A and Phase 1B for Improvement District No. BR-24-A1.
15. Contract and bond for Improvement District BN-23-G1.
16. Create Improvement District No. BR-23-G (Paving and Utility Rehab/Reconstruction).
17. Set July 8, 2024 at 5:15 p.m. as the date and time for a Public Hearing on a dangerous building located at 1011 University Drive North.
18. Purchase of Service Agreement with Fargo Public School District.
19. Purchase of Service Agreement with Mapleton Public School District.
20. Purchase of Service Agreement with Kindred Public School District.
21. Notice of Grant Award from the ND Department of Health and Human Services for boosting immunization rates through LPHUs (CFDA #93.268).
22. Notice of Grant Award from the ND Department of Health and Human Services for LPHU Tobacco Prevention and Control Program.
23. Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) 2024 Action Plan, Proposed Amendments to the 2023 HUD Action Plan, Proposed Amendments to the 2020-2024 HUD Consolidated Plan and Proposed Amendments to the Citizen Participation Plan.
24. Purchase Agreement with Red River Properties, LLP.
25. Direct the City Attorney to prepare amendments to Fargo Municipal Code, Section 11-0907 – Relating to Penalty for Littering of Public Places by Contractors.
26. Change Order No. 3 from PKG Contracting, Inc. for Time Extension from May 31, 2024 to June 01, 2025 for Project No. WW1701.
27. Task Order No. 23, Amendment No. 1 with Apex Engineering Group in the amount of \$715,250.00 for Project No. WW1701.
28. Bid award to CC Steel, LLC in the amount of \$5,660,000.00 for Project No. WA2451.
29. Bills.

REGULAR AGENDA:

30. Recommendation for appointments to the following Commissions:
 - a. Special Assessment Commission.
 - b. Planning Commission.

PUBLIC HEARINGS - 5:15 pm:

32. **PUBLIC HEARING** – CONTINUE to 7/8/24 - 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 Regular Meeting.
33. **PUBLIC HEARING** – CONTINUE to 7/22/24 - Application for a Class “CW” Alcoholic Beverage License for PKPham Inc d/b/a The Nail Company to be located at 2911 45th Street South; continued from the 5/28/24 Regular Meeting.
34. **PUBLIC HEARING** – CONTINUE to 7/22/24 - Application for a Class “F” Alcoholic Beverage License for Martini Blu at the Grotto LLC d/b/a Martini Blu at the Grotto to be located at 3233 45th Street South.
35. **PUBLIC HEARING** – Hearing on a dangerous building located at 909 4th Street North.
36. **PUBLIC HEARING** – Hearing on a dangerous building located at 1449 4th Avenue South.
37. **PUBLIC HEARING** – Selkirk Place Second Addition (6655 Selkirk Drive South); approval recommended by the Planning Commission on 6/4/24:
 - a. Zoning Change from AG, Agricultural and GC, General Commercial to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, SR-4, Single-Dwelling Residential, and SR-5, Single Dwelling Residential.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Selkirk Place Second Addition.
38. **PUBLIC HEARING** - Rocking Horse Farm Seventh Addition (5155 59th Street South); approval recommended by the Planning Commission on 5/7/24:
 - a. Zoning Change from AG, Agricultural to LC, Limited Commercial with a C-O, Conditional Overlay.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Rocking Horse Farm Seventh Addition.
39. **PUBLIC HEARING** – Chas A. Roberts Addition; approval recommended by the Planning Commission on 6/4/24:
 - a. Zoning Change to repeal and re-establish a C-O, Conditional Overlay.
 - b. 1st reading of rezoning Ordinance.
40. **PUBLIC HEARING** – Appeal of a Board of Adjustment decision on a variance request at 97 23rd Avenue North to allow an overhead structure (pergola/gazebo) to encroach in the required front setback in the SR-2, Single-Dwelling Residential Zoning District as outlined in Fargo Municipal Code 20-05; denied by the Board of Adjustment on 5/28/24.
41. Flood Project Update:
 - a. Recommendation to adopt the Resolution of Necessity to acquire 1502 and 1514 South River Road South (Project No. FM-15-J).
42. Adopt Transit Reorganization Study and approve steps to address employment matters and Interim Joint Powers Agreement (JPA) development for consideration and approval.

Recommendation for approval of the items from the FAHR Staff meeting:

- a. Receive and file General Fund – YTD May 2024 Budget to Actual.
- b. Increase grant award to Southeast Human Service Center Contract from \$16,635.00 to \$18,463.00.
- c. Authorize application for the EECGB grant for funding to support sustainability in City operations.

44. Presentation on Homeless Camps in the City of Fargo.

45. Liaison Commissioner Assignment Updates.

46. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

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

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

June 24, 2024

Phone: 701.241.1310

Fax: 701.476.4136

FargoND.gov

Honorable Board of City Commissioners:

On October 23, 1997, Mayor Bruce Furness requested the City Commission consider appointing a Finance Committee to include Commissioner John Cosgriff as Chair; City Coordinator Pat Zavoral; City Auditor Carol Kraft; Finance Coordinator Kent Costin; and Mayor Bruce Furness. Since then, the Finance Committee has served as an advisory committee to the Finance Director, with action items brought to the City Commission for consideration and approval.

In 2023, the question was raised as to whether the Finance Committee should be an open meeting. The City Attorney concluded it should and the Finance Committee was opened and prior minutes kept were placed on the City's website. Prior to and since that time, there have been discussions about making such financial information available to all City Commissioners and the role of providing a comprehensive strategy for the City's overall financial operations and planning.

The resolution enclosed for your consideration and approval was previewed at the May 28, 2024 City Commission meeting. This resolution outlines the process by which to have the full Board of City Commissioners meet as the Finance Committee on a quarterly basis. Upon approval, all Commissioners will participate in discussions regarding the financial condition of the City in a dedicated meeting. The present Finance Committee established in 1997 will be reconstituted to consist of the full Board of City Commissioners.

In addition to this change, I am proposing to memorialize the establishment of a comprehensive staff committee led by City Administration and the Finance Department to provide feedback and advice on financial and human resource matters. This internal staff committee does not operate with any delegated or independent authority; rather, it makes recommendations and suggestions to the City Administrator and Finance Director for their consideration. To the extent the Board of City Commissioners has delegated authority to the City Administrator and Finance Director, either in their job descriptions, by Ordinance, or pursuant to the adopted Purchasing Policy, they would be empowered to act.

In all other instances, the recommendations of the staff committee would be presented to the Board of City Commissioners for consideration and approval, such as: budget adjustments; special assessment deferral requests; out of grade pay adjustments; grant funds applications; and other such matters previously presented to the Finance Committee and included in the City Commission agenda for final approval. The Board of City Commissioners would be assured that staff with knowledge of the matter has fully vetted the issue(s), and the City Administrator or Finance Director would present an informed recommendation of either approval or denial to the City Commission for consideration.

Suggested Motion: To reconstitute the Finance Committee established in 1997 and establish the Board of City Commissioners as the Finance Committee to meet, at minimum, on a quarterly basis to consider the long-term planning and oversight of financial matters of the City of Fargo and engage in comprehensive review and discussion of ongoing projects and analysis of financial matters impacting the financial health and well-being of the City of Fargo.



Dr. Timothy J. Mahoney, Mayor

COMMISSIONER _____ introduced the following resolution and moved its adoption:

Resolution Establishing the Board of City Commissioners as the Finance Committee of the City of Fargo

WHEREAS, pursuant to motion on October 23, 1997, the Finance Committee of the city of Fargo was established by the board of city commissioners, to consist of the Mayor, the liaison commissioner to the Finance Department, and other necessary and appropriate staff; and

WHEREAS, the Board of City Commissioners recognizes and acknowledges that the financial health and well-being of the City of Fargo is of critical importance and that it is the City Commission's duty and responsibility to be informed of the financial status and transactions of the City; and

WHEREAS, staff authority is limited to job duties and functions, and the adopted Purchasing Policy of the City of Fargo, necessitating financial decisions be presented to the City Commission for final approval in an orderly and transparent manner; and

WHEREAS, the Finance Committee is tasked with policy creation and direction of the City in all financial matters, and an in depth review and analysis of the financial position of the City on a regular basis by Finance Committee will inform staff recommendations.

NOW, THEREFORE, BE IT RESOLVED By the Board of City Commissioners of the City of Fargo that the Finance Committee of the city of Fargo is hereby established, as follows:

1. The Board of City Commissioners of the City of Fargo shall meet bi-monthly as the Finance Committee of the city of Fargo.

Dated this ____ day of _____, 2024.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.



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

2a

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 Shrine Temple		Dates of Activity (Does not include dates for the sales of tickets) Jan - June 2025	
Organization or Group Contact Person Bruce Ridgway		E-mail bruce@ridgwaylawns.com	Telephone Number 701-429-0547
Business Address 1429 3rd St N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
		ND	58102

SITE INFO

Site Name El Zagal Shrine Temple		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.) \$25/day, \$300 - 3rd Tuesday of the Month, \$100 each Sunday			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	\$25/day	4562.50
	\$100/Sunday	2600.00
	\$300/3rd Tuesday	1800.00
Total (limit \$40,000 per year)		\$8962.50

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input 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 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 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 type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer El Zagal Shrine Temple	Telephone Number 701-429-0547	E-mail Address bruce@ridgwaylawns.com
Signature of Organization Group's Permit Organizer Bruce Ridgway	Title Grand Warden	Date 6-6-24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

26

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 Zagel Shrine Temple		Dates of Activity (Does not include dates for the sales of tickets) July - Dec 2025	
Organization or Group Contact Person Bruce Ridgway		E-mail bruce@ridgwaylawns.com	Telephone Number 701-429-0547
Business Address 1429 3rd St N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
		ND	58102

SITE INFO

Site Name El Zagel Shrine Temple		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.) \$25/day, \$300 - 3rd Tuesday of the Month, \$100 each Sunday			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	\$25/day	4562.50
	\$100/Sunday	2600.00
	\$300/3rd Tuesday	1800.00
Total (limit \$40,000 per year)		\$8962.50

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input 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 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 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 type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer El Zagel Shrine Temple	Telephone Number 701-429-0547	E-mail Address bruce@ridgwaylawns.com
Signature of Organization Group's Permit Organizer Bruce Ridgway	Title Assistant Attorney General	Date 6-6-24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
Page 1 of 1
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

2c

✓ 1004

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 Masonic Advisory Board		Dates of Activity (Does not include dates for the sales of tickets) 8/14/24	
Organization or Group Contact Person D Hennebry	E-mail fargomasoniccenter@gmail.com	Telephone Number 701-235-7875	
Business Address 1405 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.) 8/14/24 50/50 raffle - 4 drawings of tickets sold every 30 minutes.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Have the money from that drawing	\$200
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Building Operations	
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 D Hennebry	Telephone Number 701-235-7875	E-mail Address fargomasoniccenter@gmail.com
Signature of Organization Group's Permit Organizer 	Title Office Manager	Date 5/28/24



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

✓ 16/115

2d

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 checked="" 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 <i>ND Grand Chapter OES</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>6-5-25</i>	
Organization or Group Contact Person <i>Heather Malone</i>		E-mail <i>star91hm@gmail.com</i>	Telephone Number <i>701-200-1133</i>
Business Address <i>1405-3rd St N</i>		City <i>Fargo</i>	State <i>ND</i>
Mailing Address (if different)		City	ZIP Code <i>58102</i>

SITE INFO

Site Name		County	
Site Physical Address		City	State
			ZIP Code
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>raffle</i>	<i>handmade lap quilt</i>	<i>\$200.00</i>
Total (limit \$40,000 per year)		\$ <i>200.00</i>

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <i>Donation to Trevor Project</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>Heather Malone</i>	Telephone Number <i>7012001133</i>	E-mail Address <i>star91hm@gmail.com</i>
Signature of Organization Group's Permit Organizer <i>Heather Malone</i>	Title <i>Worthy Grand Matron</i>	Date <i>6-1-24</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

16116
2e

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 ND Grand Chapter OES		Dates of Activity (Does not include dates for the sales of tickets) 6-5-25	
Organization or Group Contact Person Heather Malone	E-mail stav91hm@gmail.com	Telephone Number 701-200-1133	
Business Address 1405-3rd St N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name		County	
Site Physical Address	City	State	ZIP Code
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	handmade lap quilt	200.00
Total (limit \$40,000 per year)		\$ 200.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds donation to Service Dogs of America	
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 Heather Malone	Telephone Number 701 200 1133	E-mail Address stav91hm@gmail.com
Signature of Organization Group's Permit Organizer Heather Malone	Title Worthy Grand Patron	Date 6-1-24



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

Applying for (check one)	
<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 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		Dates of Activity (Does not include dates for the sales of tickets)	
North Dakota Solid Waste and Recycling Association		October 22-24, 2024	
Organization or Group Contact Person	E-mail	Telephone Number	
Linda Fisher	ndswra@ndswra.org	701-712-8263	
Business Address	City	State	ZIP Code
1605 E Capitol Ave	Bismarck	ND	58501
Mailing Address (if different)	City	State	ZIP Code
PO Box 1071	Bismarck	ND	58502-1071

SITE INFO

Site Name		County	
Hilton Garden Inn		Cass	
Site Physical Address	City	State	ZIP Code
4351 17th Ave S	Fargo	ND	58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31; Raffle - 10/16, 11/30, 12/31, etc.)			
October 22-24, 2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Winner receives 50% of the cash proceeds	N/A - Income Based
Total (N/A if \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds	
Funding Association scholarships	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-0240)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (if yes, the organization or group does not qualify for a local permit or restricted event permit)?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (if yes, indicate the total retail value of all prizes previously awarded)?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: _____ (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	Telephone Number	E-mail Address
Linda Fisher	701-712-8263	
Signature of Organization Group's Permit Organizer	Title	Date
<i>Linda Fisher</i>		



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

3

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

Full, Legal Name of Gaming Organization

Shorehouse, Inc.

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

Name of Location

Speck's Bar

Street

2611 Main Ave

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

7/1/2024

Ending Date(s) Authorized

6/30/2025

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

0

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

games conducted and played in NE Section of Building

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

06/24/24

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

June 10, 2024

4

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

Re: Permanent Easement – Project #DR-21-A1

Dear Commissioners:

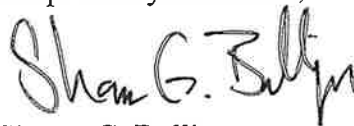
Accompanying for City Commission review and approval is an original permanent easement from **Keith A. Ernst and Linda Vogle, as Trustees of the Fred M. Hector, Jr. Revocable Trust under agreement dated September 27, 2017** in association with Project #DR-21-A1.

RECOMMENDED MOTION:

Approve permanent easement from **Keith A. Ernst and Linda Vogle, as Trustees of the Fred M. Hector, Jr. Revocable Trust under agreement dated September 27, 2017.**

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Roger Kluck

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **Keith A. Ernst and Linda Vogle, as Trustees of the Fred M. Hector, Jr. Revocable Trust** under agreement dated **September 27, 2017**, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of draining stormwater into the Red River of the North and associated improvements, together with the customary appurtenances, said tracts being more particularly described as follows:

A tract of land lying in the Southeast Quarter of Section 1, Township 138 North, Range 49 West of the Fifth Principal Meridian and the Southwest Quarter of Section 6, Township 138 North, Range 48 West of the Fifth Principal Meridian all being in Cass County, North Dakota more particularly described as follows:

Commencing at the southeast corner of said Section 1, thence South 88°07'34” West, on the south line of said Section 1, a distance of 135.57 feet; thence North 01°52'26” West a distance of 33.00 feet to a point on a line lying parallel with and 33.00 feet northerly of, as measured perpendicular to, the south line of said Section 1, the point of beginning; thence South 88°07'34” West, parallel with said south line, a distance of 421.38 feet; thence North 03°57'39” West a distance of 293.48 feet; thence 234.35 feet along a tangential curve to the right, said curve having a central angle of 41°57'37” and a radius of 320.00 feet; thence North 37°59'57” East, tangent to the preceding curve, a distance of 415.00 feet; thence 197.32 feet, along a tangential curve to the right, said curve having a central angle of 35°19'49” and a radius of 320.00 feet; thence North 73°19'46” East, tangent to the preceding curve, a distance of 374.52 feet to the ordinary high water line of the Red River of the North; thence South 04°02'32” West, on said ordinary high water line, a distance of 11.76 feet; thence South 20°22'23” East, continuing on said ordinary high water

line, a distance of 40.33 feet; thence South $41^{\circ}31'44''$ West a distance of 619.40 feet; thence 136.14 feet, along a tangential curve to the left, said curve having a central angle of $33^{\circ}54'51''$ and a radius of 230.00 feet; thence South $07^{\circ}36'53''$ West, tangent to the preceding curve, a distance of 165.43 feet; thence 211.48 feet, along a tangential curve to the left, said curve having a central angle of $57^{\circ}30'40''$ and a radius of 210.69 feet; thence South $01^{\circ}52'26''$ East a distance of 53.85 feet to the point of beginning.

Bearings based on the City of Fargo Ground Coordinate System, December 1992.

Said tract contains 370,427 square feet, more or less.

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

Grantor, their successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said drainage ditch and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the operation, maintenance or repair of said drainage ditch, including customary appurtenances.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set their hand and caused this instrument to be executed this 5th day of June, 2024.

GRANTOR:

Fred M. Hector, Jr. Revocable Trust under agreement dated September 27, 2017

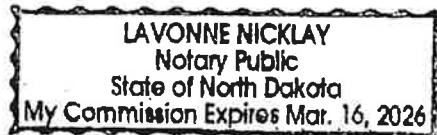


By: Keith A. Ernst
Its: Co-Trustee

STATE OF North Dakota)
COUNTY OF Cass)

On this 5th day of June, 2024, before me, a notary public in and for said county and state, personally appeared Keith A. Ernst, known to me to be the Co-Trustee of the Fred M. Hector, Jr. Revocable Trust under agreement dated September 27, 2017, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)



Lavonne Nicklay
Notary Public
My Commission Expires:
March 16, 2026

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, Grantor has set their hand and caused this instrument to be executed this 5th day of June, 2024.

GRANTOR:

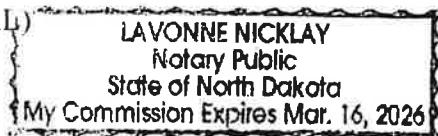
Fred M. Hector, Jr. Revocable Trust under agreement dated September 27, 2017

Linda Vogle
By: Linda Vogle
Its: Co-Trustee

STATE OF North Dakota
COUNTY OF Cass

On this 5th day of June, 2024, before me, a notary public in and for said county and state, personally appeared Linda Vogle, known to me to be the Co-Trustee of the Fred M. Hector, Jr. Revocable Trust under agreement dated September 27, 2017, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)



Lavonne Nicklay
Notary Public
My Commission Expires:
March 16, 2026

(The remainder of this page is intentionally left blank.)

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th St N
Fargo ND 58102
(701) 476-6796

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

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

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

Drain Rehab/Reconstruction

5

Project No. DR-21-A

Call For Bids	<u>June 24</u>	, <u>2024</u>
Advertise Dates	<u>July 3, 10 & 17</u>	, <u>2024</u>
Bid Opening Date	<u>July 31</u>	, <u>2024</u>
Substantial Completion Date	<u>June 13</u>	, <u>2025</u>
Final Completion Date	<u>June 27</u>	, <u>2025</u>

<u>X</u>	PWPEC Report (Attach Copy)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer Roger Kluck

Phone No. (701) 241-1545

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

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. DR-21-A1

Type: 2024 CIP Revision

Location: 64th Ave S & University Dr

Date of Hearing: 2/12/2024

RoutingDate

City Commission

6/24/24

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed a communication from Civil Engineer, Roger Kluck, regarding a drainage complaint from the City of Briarwood dating back to 2019.

Staff has been meeting with the Briarwood representatives to investigate the drainage concerns and to look at possible solutions. Engineering has been working on securing the necessary permissions from the Hector Family Trust, who own the land, to reestablish drainage into the original North Channel and back to the Red River. This project will not be constructed until all easements are acquired. Funding will come from Storm Sewer Utility.

Engineering is seeking the addition of DR-21-A1 to the 2024 CIP.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of adding Project No. DR-21-A1 to the 2024 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Project No. DR-21-A1 to the 2024 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility

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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mike Redlinger
<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer



**ENGINEER'S REPORT
DRAIN REHAB/RECONSTRUCTION
PROJECT NO. DR-21-A
64TH AVENUE EAST OF UNIVERSITY**

Nature & Scope

Improve drainage from Fargo storm sewer outfall to the Red River of the North.

Purpose

Stormwater lift station 58 discharges to an old oxbow of the Red River of the North, east of the intersection of 64 Ave S and University Drive S. The original design conveyed the stormwater thru the north leg of the oxbow to the river. Over time the north leg of the oxbow has silted in, and the stormwater now is flowing thru the south leg of the oxbow. This change in flow route is causing flooding to the backyards of the homes in the southeast area of the City of Briarwood. Briarwood has asked Fargo to help remedy this problem. The solution is to remove the silt build up in the north leg of the oxbow and to add erosion protection to the original outlet structure at the Red River.

Feasibility

The estimated cost of construction is \$143,800.00. The cost breakdown is as follows:

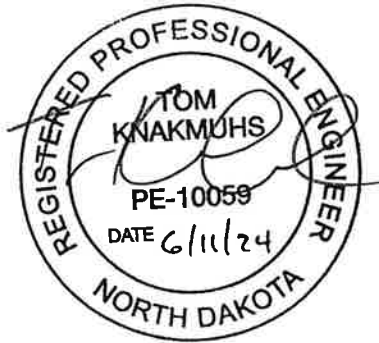
Storm Water Utility Funds			
Construction Cost			\$143,800.00
Fees			
Admin	4%		\$5,752.00
Contingency	5%		\$7,190.00
Engineering	10%		\$14,380.00
Interest	4%		\$5,752.00
Legal	3%		\$4,314.00
Total Estimated Cost			\$181,188.00
Funding			
Utility Funds - Stormwater - 524	100.00%		\$181,188.00


Project Funding Summary

Utility Funds - Stormwater - 524	100.00%	\$181,188.00
Total Estimated Project Cost		\$181,188.00

This project does not have any alternate or optional containers.

We believe this project to be cost effective.





Thomas Knakmuhs, PE
City Engineer

BID SHEET
DRAIN REHAB/RECONSTRUCTION
PROJECT NO. DR-21-A1
64TH AVENUE EAST OF UNIVERSITY

Note: Unit prices will govern and shall be in whole cents.

Base Bid

Line	Name	Quantity	Unit	Unit Value \$	Extended Value \$
Miscellaneous					
1	Mobilization	1	LS	-	-
2	Clear & Grub	1	LS	-	-
3	Topsoil - Strip & Spread	1400	CY	-	-
4	Excavate & Haul - Excess Material	780	CY	-	-
5	Site Grading	1	LS	-	-
6	Traffic Control - Type 1	1	LS	-	-
Miscellaneous Total					
Erosion Control					
7	F&I Rip Rap Precast Conc	100	SY	-	-
8	Seeding Type A	8000	SY	-	-
9	Mulching Type 1 Hydro	8000	SY	-	-
10	Sediment Control Log 16" to 20" Dia	180	LF	-	-
11	Temp Construction Entrance	1	EA	-	-
Erosion Control Total					
Grand Total in \$					-

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

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

Utility Rehab/Reconstruction

(6)

Project No. UR-24-A

Call For Bids	<u>June 24</u>	, <u>2024</u>
Advertise Dates	<u>July 3, 10 & 17</u>	, <u>2024</u>
Bid Opening Date	<u>July 31</u>	, <u>2024</u>
Substantial Completion Date	<u>June 27</u>	, <u>2025</u>
Final Completion Date	<u>July 25</u>	, <u>2025</u>

<u>N/A</u>	PWPEC Report (Attach Copy)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer Roger Kluck

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
UTILITY REHAB/RECONSTRUCTION
PROJECT NO. UR-24-A
VARIOUS SITES CITY WIDE**

Nature & Scope

Repair of storm sewer infrastructure.

Purpose

This project covers the 2024 storm sewer repair areas across Fargo. There are 19 separate sites that will repair sink holes on storm sewer lines, repair storm manhole and inlets by replacing inverts and re-grouting around pipe entering the structure, that have developed sink holes. Project will add debris screen onto lift station 53.

Feasibility

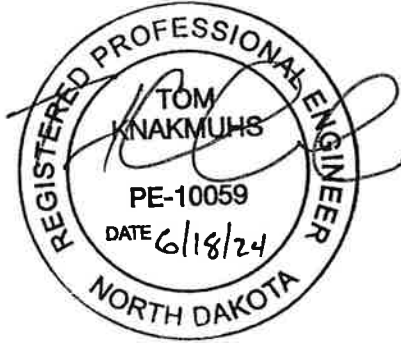
The estimated cost of construction is \$443,090.00. The cost breakdown is as follows:


Storm Water Utility Funds			
Construction Cost			\$443,090.00
Fees			
Admin	4%		\$17,723.60
Contingency	5%		\$22,154.50
Engineering	10%		\$44,309.00
Interest	4%		\$17,723.60
Legal	3%		\$13,292.70
Total Estimated Cost			\$558,293.40
Funding			
Utility Funds - Stormwater - 524	100.00%		\$558,293.40

Project Funding Summary			
Utility Funds - Stormwater - 524	100.00%		\$558,293.40
Total Estimated Project Cost			\$558,293.40

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




Thomas Knakmuhs, PE
City Engineer

BID SHEET
UTILITY REHAB/RECONSTRUCTION
PROJECT NO. UR-24-A1
VARIOUS SITES CITY WIDE

Note: Unit prices will govern and shall be in whole cents.

Base Bid

Line	Name	Quantity	Unit	Unit Value \$	Extended Value \$
Site 1 4861 47 Ave S					
1	Mobilization	1	LS	-	-
2	Topsoil - Strip & Spread	1	LS	-	-
3	Excavation	15	CY	-	-
4	Fill - Import	15	CY	-	-
5	Repair Manhole	1	EA	-	-
6	Rem & Repl Sidewalk 5" Thick Reinf Conc	10	SY	-	-
7	Casting to Grade - w/Conc	1	EA	-	-
8	Seeding Type B	15	SY	-	-
9	Mulching Type 1 Hydro	15	SY	-	-
10	Traffic Control - Type 1	1	LS	-	-
Site 1 4861 47 Ave S Total					
Site 2 LS 53 25 St N & 52 Ave N					
11	Mobilization	1	LS	-	-
12	F&I Trash Guard	1	EA	-	-
Site 2 LS 53 25 St N & 52 Ave N Total					
Site 3 Drain 27 & 52 Ave S					
13	Mobilization	1	LS	-	-
14	Topsoil - Strip & Spread	1	LS	-	-
15	Rem & Repl Sidewalk 5" Thick Reinf Conc	25	SY	-	-
16	Remove Pipe All Sizes All Types	40	LF	-	-
17	Seeding Type B	100	SY	-	-
18	Mulching Type 1 Hydro	100	SY	-	-

19	Sediment Control Log 6" to 8" Dia	30	LF	-	-
20	Traffic Control - Type 1	1	LS	-	-

Site 3 Drain 27 & 52 Ave S Total

Site 4 LS 21 1810 12 Ave N-Drain 10

21	Mobilization	1	LS	-	-
22	Topsoil - Strip & Spread	1	LS	-	-
23	Excavate & Haul - Excess Material	20	CY	-	-
24	Topsoil - Import	15	CY	-	-
25	F&I Controlled Density Fill	15	CY	-	-
26	Seeding Type B	50	SY	-	-
27	Mulching Type 1 Hydro	50	SY	-	-

Site 4 LS 21 1810 12 Ave N-Drain 10 Total

Site 5 45 St N Just So. of 16 Ave N West side

28	Mobilization	1	LS	-	-
29	Topsoil - Strip & Spread	1	LS	-	-
30	Fill - Import	15	CY	-	-
31	Rem & Repl Sidewalk 5" Thick Reinf Conc	10	SY	-	-
32	Repair Inlet	1	EA	-	-
33	Casting to Grade - no Conc	1	EA	-	-
34	F&I Flap Gate 24" Dia Stainless Steel	1	EA	-	-
35	Seeding Type B	10	SY	-	-
36	Mulching Type 1 Hydro	10	SY	-	-
37	Traffic Control - Type 1	1	LS	-	-

Site 5 45 St N Just So. of 16 Ave N West side Total

Site 6 37 Ave So. 38 St S

38	Mobilization	1	LS	-	-
39	Topsoil - Strip & Spread	1	LS	-	-
40	F&I Repair Band 42" thru 54" Dia	1	EA	-	-
41	Fill - Import	15	CY	-	-

42	Repair Manhole	1	EA	-	-
43	Casting to Grade - no Conc	1	EA	-	-
44	Seeding Type B	100	SY	-	-
45	Mulching Type 1 Hydro	100	SY	-	-
46	Traffic Control - Type 1	1	LS	-	-

Site 6 37 Ave So. 38 St S Total

Site 7 3305 39 Ave S

47	Mobilization	1	LS	-	-
48	Topsoil - Strip & Spread	1	LS	-	-
49	Excavation	10	CY	-	-
50	F&I Controlled Density Fill	16	CY	-	-
51	Seeding Type B	10	SY	-	-
52	Mulching Type 1 Hydro	10	SY	-	-

Site 7 3305 39 Ave S Total

Site 8 3310 38 Ave S

53	Mobilization	1	LS	-	-
54	Topsoil - Strip & Spread	1	LS	-	-
55	F&I Repair Band 14" thru 24" Dia	1	EA	-	-
56	Fill - Import	10	CY	-	-
57	Seeding Type B	15	SY	-	-
58	Mulching Type 1 Hydro	15	SY	-	-

Site 8 3310 38 Ave S Total

Site 9 64 Ave So. East of University Dr

59	Mobilization	1	LS	-	-
60	F&I Flap Gate 24" Dia Stainless Steel	1	EA	-	-
61	Seeding Type B	10	SY	-	-
62	Mulching Type 1 Hydro	10	SY	-	-

Site 9 64 Ave So. East of University Dr Total

Site 10 4823 51 Ave So.

63	Mobilization	1	LS	-	-
64	Topsoil - Strip & Spread	1	LS	-	-
65	Site Grading	1	LS	-	-
66	Repair Inlet	1	EA	-	-
67	Fill - Import	15	CY	-	-
68	Casting to Grade - no Conc	1	EA	-	-
69	Seeding Type B	225	SY	-	-
70	Mulching Type 1 Hydro	225	SY	-	-

Site 10 4823 51 Ave So. Total**Site 11 33 Ave So. & 25 St So.**

71	Mobilization	1	LS	-	-
72	Topsoil - Strip & Spread	1	LS	-	-
73	Repair Inlet	1	EA	-	-
74	Casting to Grade - w/Conc	1	EA	-	-
75	Rem & Repl Curb & Gutter	30	LF	-	-
76	Fill - Import	15	CY	-	-
77	Repair Pavement - Patch Asph	40	SY	-	-
78	Seeding Type B	25	SY	-	-
79	Mulching Type 1 Hydro	25	SY	-	-
80	Traffic Control - Type 1	1	LS	-	-

Site 11 33 Ave So. & 25 St So. Total**Site 12 Kandi Ln. & Broadway No. outfall**

81	Mobilization	1	LS	-	-
82	Clear & Grub	1	LS	-	-
83	Topsoil - Strip & Spread	1	LS	-	-
84	Excavation	85	CY	-	-
85	F&I Rip Rap Rock	85	CY	-	-
86	Seeding Type B	175	SY	-	-

87	Mulching Type 1 Hydro	175	SY	-	-
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Site 12 Kandi Ln. & Broadway No. outfall Total

Site 13 6188 Silverleaf Dr S

88	Mobilization	1	LS	-	-
89	Topsoil - Strip & Spread	1	LS	-	-
90	Site Grading	1	LS	-	-
91	Repair Inlet	1	EA	-	-
92	Fill - Import	10	CY	-	-
93	Casting to Grade - no Conc	1	EA	-	-
94	Seeding Type B	225	SY	-	-
95	Mulching Type 1 Hydro	225	SY	-	-

Site 13 6188 Silverleaf Dr S Total

Site 14 7 Ave No. & Drain 10

96	Mobilization	1	LS	-	-
97	Topsoil - Strip & Spread	1	LS	-	-
98	Excavation	40	CY	-	-
99	Fill - Import	20	CY	-	-
100	Repair Manhole	1	EA	-	-
101	Seeding Type B	30	SY	-	-
102	Mulching Type 1 Hydro	30	SY	-	-
103	Traffic Control - Type 1	1	LS	-	-

Site 14 7 Ave No. & Drain 10 Total

Site 15 Drain 40 & 5 Ave S

104	Mobilization	1	LS	-	-
105	Topsoil - Strip & Spread	1	LS	-	-
106	F&I Type A Repair Band 60" Plus Dia	1	EA	-	-
107	Fill - Import	20	CY	-	-
108	Seeding Type B	30	SY	-	-
109	Mulching Type 1 Hydro	30	SY	-	-

110	Traffic Control - Type 1	1	LS	-	-
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Site 15 Drain 40 & 5 Ave S Total
Site 16 1381 25 Ave So.

111	Mobilization	1	LS	-	-
112	Topsoil - Strip & Spread	1	LS	-	-
113	Repair Inlet	1	EA	-	-
114	Rem & Repl Casting - Inlet	1	EA	-	-
115	Casting to Grade - w/Conc	1	EA	-	-
116	Rem & Repl Curb & Gutter	20	LF	-	-
117	Seeding Type B	25	SY	-	-
118	Mulching Type 1 Hydro	25	SY	-	-
119	Traffic Control - Type 1	1	LS	-	-

Site 16 1381 25 Ave So. Total
Site 17 14 1/2 St So. & 16 Ave So.

120	Mobilization	1	LS	-	-
121	Topsoil - Strip & Spread	1	LS	-	-
122	Remove Pipe All Sizes All Types	24	LF	-	-
123	F&I Pipe 12" Dia Reinf Conc	24	LF	-	-
124	Repair Manhole	1	EA	-	-
125	Rem & Repl Sidewalk 5" Thick Reinf Conc	5	SY	-	-
126	Rem & Repl Curb & Gutter	30	LF	-	-
127	F&I Det Warn Panels Cast Iron	8	SF	-	-
128	Repair Pavement - Patch Asph	7	SY	-	-
129	Casting to Grade - w/Conc	1	EA	-	-
130	Seeding Type B	30	SY	-	-
131	Mulching Type 1 Hydro	30	SY	-	-
132	Traffic Control - Type 1	1	LS	-	-

Site 17 14 1/2 St So. & 16 Ave So. Total
Site 18 4826 47 St S

133	Mobilization	1	LS	-	-
134	Topsoil - Strip & Spread	1	LS	-	-
135	Topsoil - Import	20	CY	-	-
136	Casting to Grade - w/Conc	1	EA	-	-
137	Rem & Repl Curb & Gutter	30	LF	-	-
138	Rem & Repl Sidewalk 5" Thick Reinf Conc	15	SY	-	-
139	Seeding Type B	40	SY	-	-
140	Mulching Type 1 Hydro	40	SY	-	-
141	Traffic Control - Type 1	1	LS	-	-

Site 18 4826 47 St S Total

Site 19 2816 38 Ave S

142	Mobilization	1	LS	-	-
143	Topsoil - Strip & Spread	1	LS	-	-
144	Repair Inlet	1	EA	-	-
145	Seeding Type B	25	SY	-	-
146	Mulching Type 1 Hydro	25	SY	-	-
147	Traffic Control - Type 1	1	LS	-	-

Site 19 2816 38 Ave S Total

Grand Total in \$ -

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Project No. BP-23-02

Type: Negative Final Balancing Change Order #2

Location: 2414 7th Avenue N

Date of Hearing: 6/17/2024

Routing

City Commission

Date6/24/24

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Civil Engineer, Roger Kluck, regarding Negative Final Balancing Change Order #2 in the amount of \$-80,644.44, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-80,644.44, bringing the total contract amount to \$224,780.36.

On a motion by Steve Dirksen, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$-80,644.44, bringing the total contract amount to \$224,780.36 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: City Building Project Fund 402

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/AN/AN/ACOMMITTEE

Present Yes No Unanimous

✓

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

☐☐☐

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

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

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

Date: June 7, 2024

Re: Project # BP-23-02 Monarch Photo Building Demo
Negative Final Balancing Change Order #2

The project demolition started in October 2023. The project was completed May 29, 2024. Due to Change Order #1, which allowed us to plug the 20 foot deep sanitary sewer services with UV liner material rather than having to dig up the streets, considerable savings were realized on this project. The Final Balancing Change Order realized a net savings to the City of \$80,644.44.

Engineering recommends approval of this final change order. Funding for this project comes from the City Building Project Funds - 402.

Recommended Motion:

Approve Negative Final Balancing Change Order #2 in the amount of -\$80,644.44 to Master Construction.

Attachment



CHANGE ORDER REPORT
MONARCH PHOTO BLDG DEMO
PROJECT NO. BP-23-02
2414 7 AVE N

Final Balancing
Change Order

Change Order No 2 Change Order Date 6/7/2024
Contractor Master Construction 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 # 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 (\$)
Miscellaneous	2	F&I Grooved Plastic Film 8" Wide	LF	112	112	112	-112	0	\$20.00	-\$2,240.00
	3	F&I Grooved Contrast Film 7" Wide	LF	120	120	120	-120	0	\$30.00	-\$3,600.00
	4	F&I Grooved Thermoplastic Pavement Marking Message	SF	32	32	32	-32	0	\$70.00	-\$2,240.00
	7	Eliminate Sewer Service	EA	1	1	1	-0.5	0.5	\$15,000.00	-\$7,500.00
	9	Topsoil - Import	CY	285	285	285	85	370	\$17.00	\$1,445.00
	10	Fill - Import	CY	2000	2000	2000	-1230	770	\$12.50	-\$15,375.00
	12	F&I Edge Drain 4" Dia PVC	LF	110	110	110	-110	0	\$5.00	-\$550.00
	13	Rem & Repl Curb & Gutter	LF	145	145	145	-79	66	\$90.00	-\$7,110.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev		Curr		Tot		Unit Price (\$)	C/O Ext Price (\$)
					C/O Qty	Cont Qty	C/O Qty	Cont Qty	Cont Qty	Qty		
	14	Rem & Repl Pavement 10.5" Thick Reinf Conc	SY	211.58999999999997	171.11	171.11	-118.41	52.7			\$180.00	-\$21,313.80
	15	F&I Sidewalk 4" Thick Reinf Conc	SY	85		85	-28.8	56.2			\$90.00	-\$2,592.00
	16	Remove Sidewalk All Thicknesses All Types	SY	85		85	-28.8	56.2			\$10.00	-\$288.00
	17	Remove Driveway All Thicknesses All Types	SY	580		580	-35	545			\$12.00	-\$420.00
	18	Mulching Type 1 Hydro	SY	1600		1600	-583.6	1016.4			\$1.20	-\$700.32
	19	Seeding Type C	SY	1600		1600	-583.6	1016.4			\$1.20	-\$700.32
	21	Temp Construction Entrance	EA	1		1	-1	0			\$500.00	-\$500.00
	22	Sediment Control Log 6" to 8" Dia	LF	300		300	-300	0			\$3.20	-\$960.00
	28	F&I Detection In-Ground Loop	EA	2		2	-2	0			\$8,000.00	-\$16,000.00
Miscellaneous Sub Total												-\$80,644.44

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Account 402

-\$80,644.44

-\$0.20

\$305,425.00

\$224,780.36

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

APPROVED

For Contractor

Title PROJECT MANAGER

MASTER CONSTRUCTION

Zachary S. Iverson 6/7/24

ZACHARY S IVERSON

APPROVED DATE

Department Head

Mayor

Attest

T. Cole

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Type: Developer Agreement

Location: Selkirk Place Second Addition

Date of Hearing: 6/17/2024

RoutingDate

City Commission

6/24/2024

PWPEC File

X

Project File

Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding a Developer Agreement for Selkirk Place Second Addition.

Staff have been coordinating with the Developer of Selkirk Place Second Addition to waive their right to protest the resolution(s) of necessity for both the initial and future projects. Staff is recommending approval of this Agreement so that there is certainty to being able to construct the future Drain 53 crossing at 67th Avenue South.

On a motion by Tim Mahoney, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Developer Agreement for Selkirk Place Second Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for Selkirk Place Second Addition.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: N/A

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/AN/AN/ACOMMITTEE

Present Yes No Unanimous

✓

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

□□□

ATTEST:



Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: June 13, 2024
Re: Developer Agreement for Selkirk Place Second Addition

Staff has been coordinating with the Developer on the infrastructure request for the Selkirk Place Second Addition. As a result of this coordination, we have developed an Agreement to support the initial infrastructure project to serve Selkirk Place Second Addition. The Agreement also covers a future project, which is for the crossing of Southeast Cass Water Resource District's Drain 53 at 67th Avenue South. This future project is not immediately required to support the development of this addition, but instead will be constructed at a future date to be determined by the City.

The main purpose of this Agreement is to have the Developer agree to waive their right to protest the resolution(s) of necessity for both the initial and future projects. Staff is recommending approval of this Agreement so that there is certainty to being able to construct the future Drain 53 crossing at 67th Avenue South, when it is determined necessary without the risk of it being protested.

Attached with this memorandum is the full version of the Developer Agreement that provides further information on the items that the City and Developer agree upon to serve the Selkirk Place Second Addition with City infrastructure.

Recommended Motion:

Approve the Developer Agreement for the Selkirk Place Second Addition.

NAB/jmg
Attachment

Developer Agreement

This Agreement, made and entered into between EagleRidge Development, LLC, a North Dakota limited liability company (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure for the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, known as Lots 1-15 in Block 1, Lots 1-23 in Block 2, and Lots 1-10 in Block 3 of the Selkirk Place Second Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer agrees to make a request for infrastructure to the City for the design, bidding, and construction administration of public infrastructure of 32nd Street South, 33rd Street South, 67th Avenue South and Belding Drive South within the Development Property (the “Initial Project”). The funding of this initial request for infrastructure will follow the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district for the Initial Project.
3. City shall complete street construction and improvements of the 67th Avenue South crossing over Southeast Cass Water Resource District’s Drain 53 (Drain 53), from Selkirk Drive South to 28th Street South, at a future date to be determined by the City (the “Future Project”), which shall be determined at the sole discretion of the City. The funding of the future 67th Avenue South crossing over Drain 53 will follow the City’s Infrastructure Policy in effect at the time of creation of the improvement district for the Future Project.
4. Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to

North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Initial Project and Future Project, and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Initial Project and Future Project. The project costs which may be assessed against the Development Property, which will be in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, include all costs of completing the construction of the Initial Project and Future Project.

5. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchaser of any portion of the Development Property of the existence and content of this Agreement. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.
6. The parties hereby agree that this Agreement may be recorded against the Development Property.
7. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
8. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.
9. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

10. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
11. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

EagleRidge Development, LLC

Dated: 6/17/24

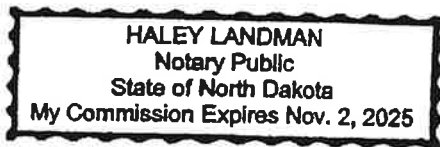


By: Jonathan Young

Its: VP

STATE OF North Dakota)
) ss.
COUNTY OF CASS)

On this 10th day of June, 2024, before me, a notary public in and for said county and state, personally appeared Jonathan, an authorized signatory of EagleRidge Development, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Haley Landman
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

City of Fargo, a municipal corporation

Dated: _____

Timothy J. Mahoney, Mayor

ATTEST

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

Notary Public
Cass County, ND
My Commission expires: _____

(SEAL)

Exhibit A- Development Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 in Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 in Block 2; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 in Block 3 of the Selkirk Place Second Addition in the City of Fargo, Cass County, North Dakota.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Consent to Construct

(10)

Location: 4102 19th Ave N

Date of Hearing: 6/15/2024

RoutingDate

City Commission

6/24/24

PWPEC File

X

Project File

Kevin Gorder

The Committee reviewed the attached correspondence from Division Engineer, Kevin Gorder, regarding plans for Olaf Anderson to expand their office building at 4102 19th Avenue North. The property owner is Furst Stolz Development.

Building plans submitted by Olaf Anderson show the new building will be adjacent or nearly adjacent to the sanitary sewer easement. As a condition of the permit approval, Engineering requested a Consent to Construct that assured the City could dig as needed to repair the sanitary sewer without damaging the new building adjacent to the easement.

On a motion by Brenda Derrig, seconded by Tom Knakmuhs, the Committee voted to recommend approval of the Consent to Construct with Furst Stolz Development.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Consent to Construct with Furst Stolz Development.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: N/A

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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: June 14, 2024
Re: Consent to Construct – 4102 19th Ave N (Furst Stolz Development)

Olaf Anderson submitted plans to expand their office building at 4102 19th Avenue North. The property owner is Furst Stolz Development. The City of Fargo has a 36" sanitary sewer main that is an easement through this property. The building plans submitted by Olaf Anderson show the new building will be adjacent or nearly adjacent to the sanitary sewer easement. The sanitary sewer is approximately 18' deep in a 20' wide easement. As a condition of permit approval, Engineering requested a consent to construct that assured the City could dig as needed to repair the sanitary sewer without damaging the new building adjacent to the easement.

It appears Olaf Anderson will construct deeper building footings adjacent to the sewer easement in an effort to ensure the building remains stable if the sanitary sewer needs to be exposed.

Attached is an agreement negotiated between the City and Furst Stoltz Development with liability waivers and acknowledgement of the easement rights granted to the City. Olaf Anderson has been parking on the easement and additional language has been added to memorialize the parking on the easement with some restrictions.

Recommended Action:

Recommend approval of the Consent to Construct with Furst Stolz Development.

CONSENT TO CONSTRUCTION

COME NOW, the City of Fargo, a North Dakota municipal corporation, 225 4th Street North, Fargo, ND (hereafter "City"), and Furst Stolz Development, L.L.C., a North Dakota limited liability company, 4102 19th Avenue North, Fargo, ND (hereafter "Property Owner"), and enter into this Consent to Construction Agreement.

WHEREAS, the City of Fargo obtained an Easement from Esther Hornbacher dated July 25, 1977 (the "Easement"). This Easement affords the City the right, privilege, and authority to excavate for, construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove and maintain a sanitary sewer, including necessary conduits, vaults, manholes and facilities related and appurtenant thereto. The Easement is more particularly described as follows:

A strip of land 20 feet wide lying 10 feet on each side of the following described centerline: Commencing at the Northeast corner of Lot 13 of Hector's Subdivision; thence westerly on and along the North lot line of Lot 13 for a distance of 30 feet to the point of beginning; thence southerly and parallel to the East lot line of Lot 13 for a distance of 1369.39 feet to the south lot line of Lot 13, the side lines of said strip to be shortened or lengthened to terminate at the South lot line of Lot 13.

(the "Easement Area").

WHEREAS, Property Owner is the successor in interest of the real property subject to this Easement.

WHEREAS, Property Owner has submitted plans to expand the existing building located upon the real property and such building expansion will result in the structure being more closely adjacent to or nearly upon the Easement Area.

WHEREAS, the Property Owner seeks approval of the City to the extent the building expansion may impact the Easement Area in a manner inconsistent with the original grant and purpose of the Easement.

NOW, THEREFORE, the parties hereby agree, and the City consents that Property Owner may expand the existing building under the following terms and conditions:

1. Property Owner obtains the necessary permits to construct the expanded building provided for herein, which must be approved by City in advance of such construction. Property Owner, during all phases of construction, shall protect the sanitary sewer and customary appurtenances ("City Infrastructure") located within and upon the Easement Area, and ensure the City Infrastructure is not damaged during construction. No part of the expanded building, foundation, or footings shall be constructed within the Easement Area. Property Owner shall follow all North Dakota One Call requirements, N.D. Cent. Code § 49-23-01, prior to any construction activity taking place.
2. Property Owner shall be responsible for the costs and expenses of any repairs, removals, replacements, or relocation to the City Infrastructure within or upon the Easement Area damaged or negatively impacted by the construction of the expanded building and related construction activities.
3. Property Owner hereby releases the City from liability and waives all claims against the City and the City shall not be responsible for any damages, costs, expenses, or repairs to the building and appurtenances related to City's use of the Easement Area or exercising its rights and privileges afforded by the Easement. Property Owner is solely responsible for designing and constructing the proposed building expansion and shall not interfere with the grant of the Easement or the City's rights and privileges afforded by the Easement. Any structural improvements or protective measures necessary to ensure the building is not damaged by the City's operations within or upon the Easement Area are the sole responsibility of Property Owner. Notwithstanding the foregoing, the City will use all reasonable methods and measures to avoid causing damage to the building and appurtenances outside the Easement Area.
4. To the extent possible, City shall provide Property Owner with 30 days' prior written notice of any scheduled or necessary work on City Infrastructure within or upon the Easement Area, except in the event of an emergency. If the City, in its sole discretion, determines an emergency exists, the City will begin any necessary repairs without notice to Property Owner. The City will give notice as soon as possible after emergency repairs have started.
5. Property Owner, as may become necessary during construction, shall be responsible for the removal or protection of any improvements Property Owner placed within or upon the Easement Area, including but not limited to landscaping. Property Owner shall also be solely responsible for maintaining the current ground elevation of the Easement Area and, to the extent the ground elevation is altered during construction, restoring the ground elevation to the pre-construction level upon completion of construction.

6. Upon the completion by City of any repairs or maintenance within the Easement Area, City shall fill the excavation site, if necessary, and return the Easement Area to level surface. City shall not be liable nor have any responsibility for costs, expenses, damage to, or destruction of any improvements placed within or upon the Easement Area by Property Owner. To the extent Property Owner places improvements of any kind within or upon the Easement Area without City's express written consent, Property Owner shall be responsible for replacing such improvements at Property Owner's sole cost and expense.
7. City shall have no responsibility and shall not be liable for any costs or expenses incurred by Property Owner related to the proposed construction of the expanded building and related improvements. Property Owner shall be solely responsible for all construction and improvements, and to ensure protection of the City Infrastructure located within or upon the Easement Area during the construction.
8. Property Owner shall not be allowed to place any excavation, inventory, supplies, vehicles, construction materials, or other items upon the Easement Area during construction, which will in any way interfere with City's rights and privileges granted by the Easement. Notwithstanding the foregoing, Property Owner will be allowed to park or store items upon the Easement Area so long as the items store or parked upon the Easement Area shall be easily moved if the City needs to complete an emergency repair to the underlying sanitary sewer or related appurtenance located within the Easement Area. If the stored items impede access required by the City, the Property Owner grants a right to enter outside of the Easement Area as access only for any repairs on the sanitary sewer. Property Owner understands and agrees that the City has no liability for items stored upon the Easement Area. Property Owner will be responsible for the restoration and replacement of any improvements placed upon the Easement Area should the City need to excavate or otherwise remove such improvements to maintain or repair the sanitary sewer. City will be responsible for restoring the Easement Area to a level area after excavation but is not responsible to replace any improvements made by the Property Owner.
9. To the fullest extent permitted by law, Property Owner agrees to hold the City harmless against any and all expenses, demands, claims or suits for damages or injury of any kind that may be brought against the City, its officers, agents and employees arising from Property Owner's construction and expansion of the existing building structure upon Property Owner's property.
10. Property Owner hereby recognizes and acknowledges that City's Easement located upon the subject property affords City the reasonable right of access to the Easement Area for the customary use and purpose of the grant, including the rights of ingress and egress to perform maintenance, repairs, and improvements to the City's infrastructure located within, upon, or below the Easement Area. Property Owner hereby agrees it will not undertake any actions to impede or impair the City's right of access.

11. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree that any dispute arising out of this Agreement shall be venued in State District Court in Cass County, North Dakota, and the parties hereby expressly waive any objection to personal jurisdiction.
12. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
13. This Agreement constitutes the entire agreement between the parties regarding the matters described herein.
14. Any modifications or amendments of this Agreement must be in writing and signed by both parties.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this
12 day of June, 2024.


Furst Stolz Development, a North Dakota limited
liability company

By: 

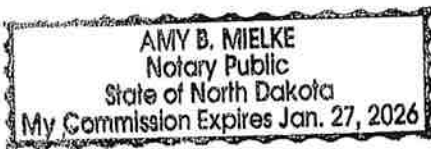
Its: General Partner

STATE OF North)
COUNTY OF Dakota) ss.

On this 12 day of June, 2024, before me, a notary public in and for said county
and state, personally appeared Jeff Furst, the General Partner of Furst Stolz
Development, LLC the person described in and that executed the within and foregoing
instrument, and acknowledged to me that said person executed the same.


Notary Public
Cass County, North Dakota
My Commission expires: 11/27/26

(SEAL)



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

Steven Sprague, City Auditor

[illegible]

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

Notary Public
Cass County, ND
My Commission expires:

June 18, 2024



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

**Re: Memorandum of Offer to Landowner
Permanent Easements – Improvement District #PR-24-A1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a (2) permanent easements in association with Improvement District #PR-24-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of (2) permanent easements from **Cornerstone Bank** in association with Improvement District #PR-24-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement documents on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Jeremy Engquist

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project PR-24-A1	County Cass	Parcel(s) 01827000300000
Landowner Cornerstone Bank		
Mailing Address 2280 45th St S Fargo, ND 58104		

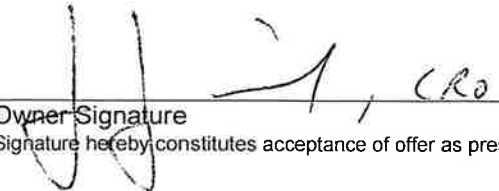
The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See enclosed easement(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 7,200.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	7,200.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	7,200.00

*Description of Damages to Remainder are as follows:


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


 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

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

CITY OF
Fargo

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **Cornerstone Bank**, a North Dakota state bank, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land being that part of Lot 3, Block 1 of LIBERTY SQUARE SECOND ADDITION on file as document 1202159 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota lying southwesterly of and coincident with the following described line:

Beginning at a point on the west line of said Lot 3 lying 30.00 feet northerly of the southwest corner of said Lot 3; thence southeasterly to a point on the south line of said Lot 3 lying 30.00 feet easterly of said southwest corner and said line there terminating.

Said tract contains 450 square feet, more or less.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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

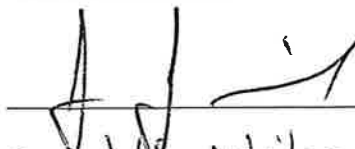
Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and public utilities and customary appurtenances was begun.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 18th day of June, 2024.

GRANTOR:

Cornerstone Bank



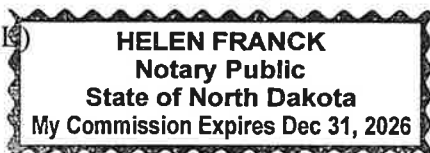
By: Jeff Weiler

Its: Chief Risk officer

STATE OF ND)
)
COUNTY OF Cass)

On this 18 day of June, 2024, before me, a notary public in and for said county and state, personally appeared Jeff Weiler to me known to be the Chief Risk officer of **Cornerstone Bank**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)



Notary Public

My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

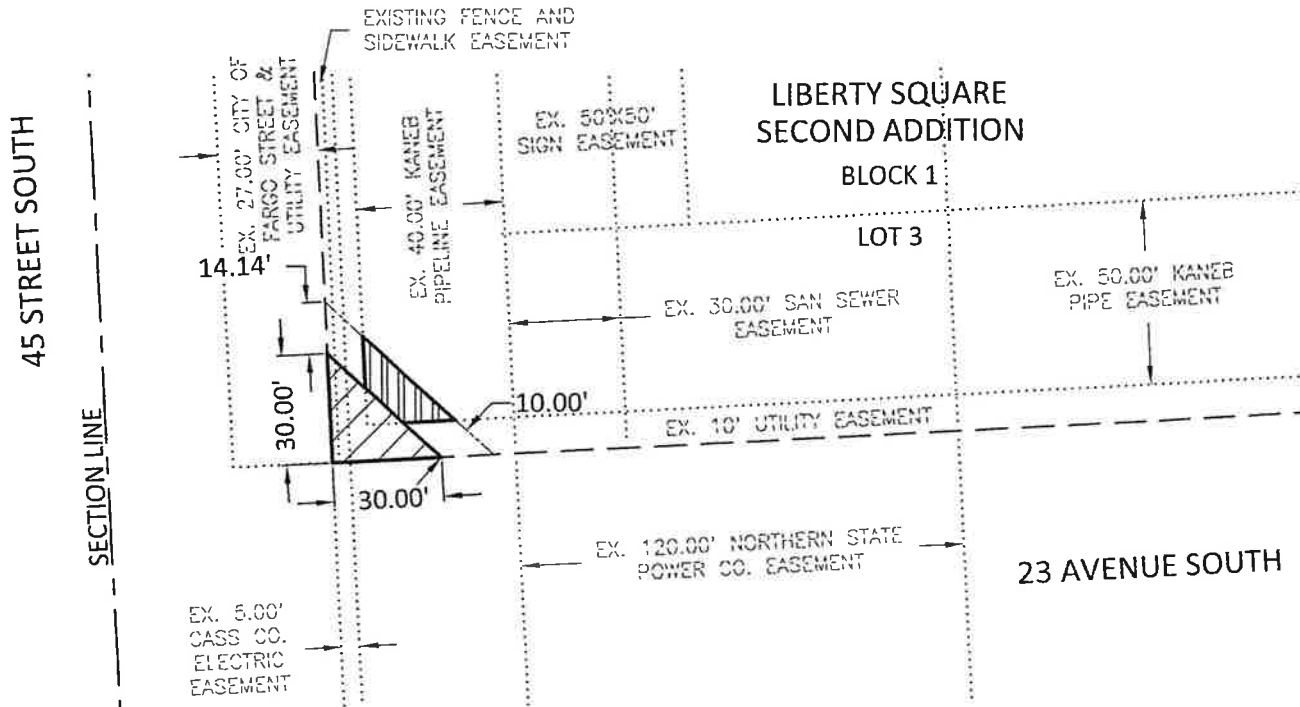
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering
225 4th Street North
Fargo ND 58102
(701) 476-6638

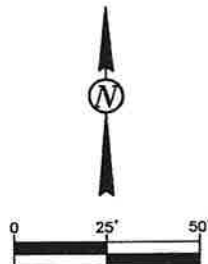
This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N.
Fargo, ND 58102
(701) 232-8957

EXHIBIT A



LEGEND

- STREET & UTILITY EASEMENT
- UTILITY EASEMENT
- RIGHT OF WAY
- EXISTING EASEMENT
- SECTION LINE
- REFERENCE LINE



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



ENGINEERING DEPT.

PERMANENT EASEMENT

LOT 3, BLOCK 1, LIBERTY SQUARE SECOND ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: APRIL 11, 2024

SHEET 1 OF 2

EXHIBIT A

Street & Utility Easement Description:

A tract of land being that part of Lot 3, Block 1 of LIBERTY SQUARE SECOND ADDITION on file as document 1202159 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota lying southwesterly of and coincident with the following described line:

Beginning at a point on the west line of said Lot 3 lying 30.00 feet northerly of the southwest corner of said Lot 3; thence southeasterly to a point on the south line of said Lot 3 lying 30.00 feet easterly of said southwest corner and said line there terminating.

Said tract contains 450 square feet, more or less.

Utility Easement Description:

A 10.00 foot wide strip of land in Lot 3, Block 1 of LIBERTY SQUARE SECOND ADDITION on file as document 1202159 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota lying northeasterly of, parallel and coincident with the following described line:

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LESS

The westerly 10.00 feet and southerly 10.00 feet of said Lot 3.

Said strip contains 241 square feet, more or less.



ENGINEERING DEPT.

PERMANENT EASEMENT

LOT 3, BLOCK 1, LIBERTY SQUARE SECOND ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: BWV

DATE: APRIL 11, 2024

SHEET 2 OF 2

PERMANENT EASEMENT
(Utility)

KNOW ALL MEN BY THESE PRESENTS that **Cornerstone Bank**, a North Dakota state bank, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A 10.00 foot wide strip of land in Lot 3, Block 1 of **LIBERTY SQUARE SECOND ADDITION** on file as document 1202159 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota lying northeasterly of, parallel and coincident with the following described line:

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LESS

The westerly 10.00 feet and southerly 10.00 feet of said Lot 3.

Said strip contains 241 square feet, more or less.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said public utilities and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said public utilities and customary appurtenances was begun.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 18th day of June, 2024.

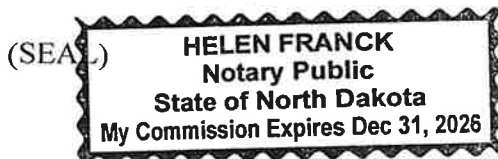
GRANTOR:

Cornerstone Bank

[Signature]
By: Jeff Weiler
Its: Chief Risk officer

STATE OF ND)
)
COUNTY OF Cass)

On this 18 day of June, 2024, before me, a notary public in and for said county and state, personally appeared Jeff Weiler to me known to be the Chief Risk Officer of **Cornerstone Bank**, and executed the within and foregoing instrument, and acknowledged the same.



Helen Franck
Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

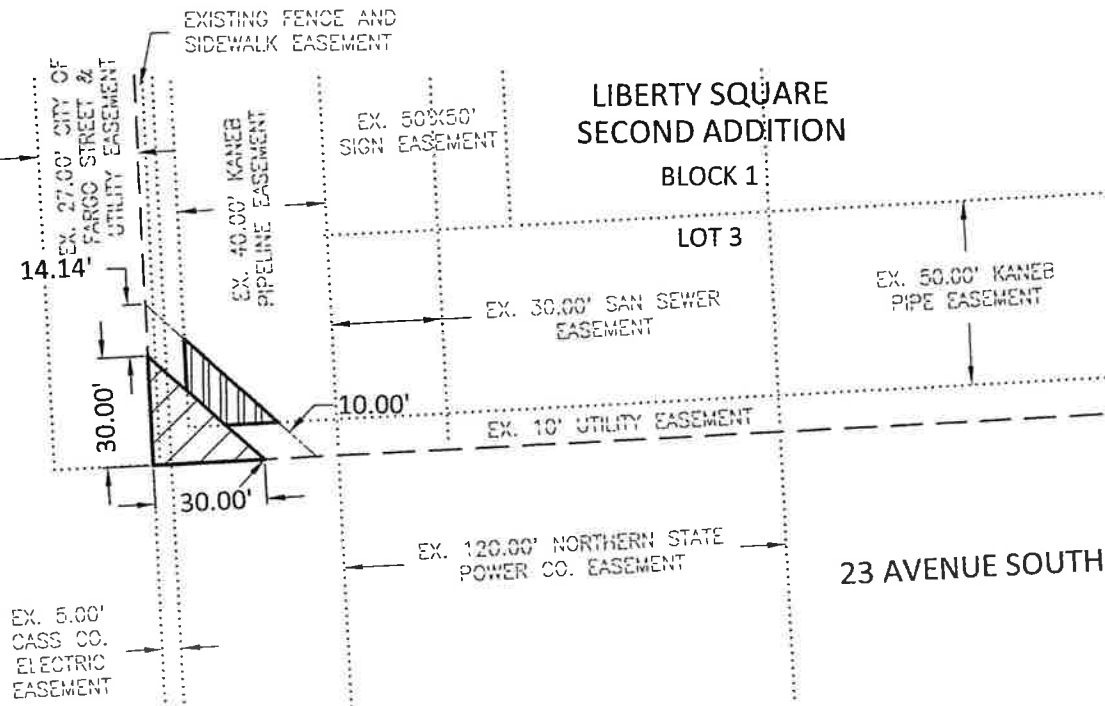
The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering
225 4th Street North
Fargo ND 58102
(701) 476-6638

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

EXHIBIT A

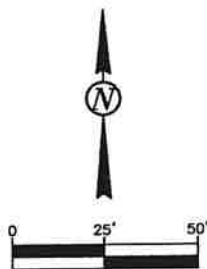
45 STREET SOUTH

SECTION LINE

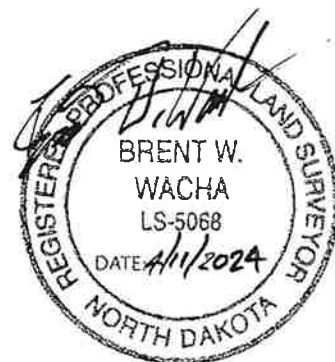


LEGEND

- STREET & UTILITY EASEMENT
- UTILITY EASEMENT
- RIGHT OF WAY
- EXISTING EASEMENT
- SECTION LINE
- REFERENCE LINE



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



PERMANENT EASEMENT

LOT 3, BLOCK 1, LIBERTY SQUARE SECOND ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: APRIL 11, 2024

SHEET 1 OF 2

EXHIBIT A

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Said tract contains 450 square feet, more or less.

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LESS

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ENGINEERING DEPT.

PERMANENT EASEMENT

LOT 3, BLOCK 1, LIBERTY SQUARE SECOND ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: APRIL 11, 2024

SHEET 2 OF 2

12

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

June 12, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. AN-24-B1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, June 12th, 2024, for Alley Paving, Improvement District No. AN-24-B1, located as follows: From 4 St to 5 St S between 8 Ave & 9 Ave S

The bids were as follows:

Master Construction Co Inc	\$120,032.00
Northern Improvement Co	\$122,882.50
Dirt Dynamics	\$139,674.00
Opp Construction LLC	\$182,052.75
Border States Paving Inc	\$189,834.00
Engineers Estimate	\$116,842.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Master Construction Co Inc. in the amount of \$120,032.00 as the lowest and best bid.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Knakmuhs', written over a horizontal line.

Thomas Knakmuhs, PE
City Engineer



Engineer's Statement Of Cost
Improvement District # AN-24-B1
Alley Paving

From 4 St to 5 St S between 8 Ave & 9 Ave S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Alley Paving Improvement District # AN-24-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving					
1	Excavation	CY	350.00	12.00	4,200.00
2	Subgrade Preparation	SY	1,000.00	4.00	4,000.00
3	Remove Gravel	SY	977.00	4.00	3,908.00
4	F&I Pavement 6" Thick Reinf Conc	SY	1,000.00	97.00	97,000.00
5	Remove Driveway All Thicknesses All Types	SY	23.00	20.00	460.00
6	Mulching Type 1 Hydro	SY	372.00	6.00	2,232.00
7	Seeding Type B	SY	372.00	6.00	2,232.00
8	Inlet Protection - Existing Inlet	EA	4.00	250.00	1,000.00
9	Traffic Control - Type 1	LS	1.00	5,000.00	5,000.00
Paving Total					120,032.00
Total Construction in \$					120,032.00
Engineering				10.00%	12,003.20
Admin				4.00%	4,801.28
Legal				3.00%	3,600.96
Interest				4.00%	4,801.28
Contingency				5.00%	6,001.60
Total Estimated Costs					151,240.32
Special Assessments					151,240.32
Unfunded Costs					0.00

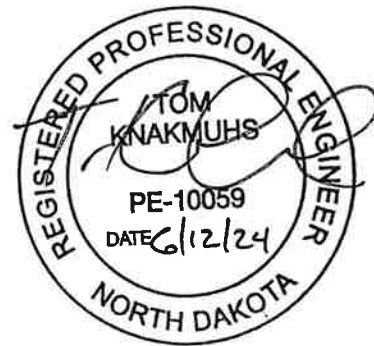
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/12/2024



Thomas Knakmuhs

City Engineer



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

13

Improvement District No. BR-24-E1

Type: Interim Time Extension (Change Order #1)

Location: 1st St N, 32nd Ave – 35th Ave

Date of Hearing: 6/17/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/24/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Brian Skanson</u>

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, regarding an Interim Time Extension (Change Order #1), which is a time extension to the Interim Completion Date extending the time allowed for Phases 2 from 60 days to 70 days.

Staff is recommending approval of the Interim Time Extension (Change Order #1).

On a motion by Steve Dirksen, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Interim Time Extension (Change Order #1) to KPH, Inc.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Interim Time Extension (Change Order #1) to KPH, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments & Prairie Dog Funds

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
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>


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

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Brian Skanson, Project Engineer

Date: June 12, 2024

Re: Improvement District No. BR-24-E1 –Interim Time Extension Change Order #1

Background:

Improvement District BR-24-E1 is for the Paving and Utility Rehab/Reconstruction of 1st Street North between 32nd Avenue and 35th Avenue.

KPH is the Prime Contractor for this project.

Originally, the interim completion time allowed for Phase 2 was 60 days. However, due to the significant amount of rain received during this period, the Contractor has requested a 10-day time extension on the interim completion date. Upon review, it has been determined that all 10 days of this extension are justified.

Engineering has assessed the situation and believes that the Contractor was delayed by a total of 12 days. Additionally, when calculating the original interim completion duration, we had anticipated 2 rain days for this time period. Therefore, the 12 days of delay minus the anticipated 2 rain days result in a net delay of 10 days, which warrants an extension to the interim completion date.

Recommended Motion:

Approve Change Order #1 for a change in the interim completion durations as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Phase 1 Interim Completion – 60 Days	-	Phase 1 Interim Completion – 70 Days

BJS/jmg
Attachment



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-E1
1ST ST. N. FROM 32ND AVE. TO 35TH AVE.

Change Order No	1	Change Order Date	6/12/2024
Contractor	KPH, 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 # 1

Originally, the interim completion time allowed for Phase 2 was 60 days. However, due to the significant amount of rain received during this period, the Contractor has requested a 10-day time extension on the interim completion date. Upon review, it has been determined that all 10 days of this extension are justified.

Engineering has assessed the situation and believes that the Contractor was delayed by a total of 12 days. Additionally, when calculating the original interim completion duration, we had anticipated 2 rain days for this time period. Therefore, the 12 days of delay minus the anticipated 2 rain days result in a net delay of 10 days, which warrants an extension to the interim completion date. Therefore, the new duration for Interim Completion for Phase 1 is extended from 60 days to 70 days.

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 (\$)
									Sub Total	\$0.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, Prairie Dog funds

\$0.00

\$0.00

\$1,340,525.95

\$1,340,525.95

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

APPROVED

For Contractor

Title

6/12/24
Jon Smith
Project Manager

APPROVED DATE

Department Head

Mayor

Attest

T-R-C-E

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

14

Improvement District No. BR-24-A1

Type: Interim Time Extension (Change Order #2)

Location: 7 St N, 7 Ave – 10 Ave; 8 Ave N, 7 St – Bdwy; 9 Ave N, 8 St – Bdwy; 10 Ave N, 7 St - Bdwy

Date of Hearing: 6/17/2024

RoutingDate

City Commission

6/24/2024

PWPEC File

X

Project File

Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, regarding an Interim Time Extension (Change Order #2), which is a time extension to the Interim Completion Date extending the time allowed for Phases 1A and 1B by adding 16 and 10 days respectively.

Staff is recommending approval of the Interim Time Extension (Change Order #2).

On a motion by Steve Dirksen, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Interim Time Extension (Change Order #2) to Dakota Underground Co., Inc.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Interim Time Extension (Change Order #2) to Dakota Underground Co., Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW, Water, 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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Aaron Edgar, Project Manager

Date: June 12, 2024

Re: Improvement District No. BR-24-A1 –Interim Time Extension Change Order #2

Background:

Improvement District BR-24-A1 is for the Paving and Utility Rehab/Reconstruction of 7th Street North from 7th Avenue to 10th Avenue, on 8th Avenue North from 7th Street to Broadway, on 9th Avenue North from 8th Street to Broadway, and on 10th Avenue North from 7th Street to Broadway.

Dakota Underground is the Prime Contractor for this project.

Dakota Underground is requesting a time extension on the interim completion dates for Phase 1A and Phase 1B due to weather. The original Interim completion time allowed was 65 days to complete Phase 1A and 42 days to complete Phase 1B. Due to all the rain that we received, the Contractor asked for a 25 day time extension on the interim completion date on Phase 1A, of which 16 days were justified, and a 12 day time extension on Phase 1B, of which 10 days were justified.

Recommended Motion:

Approve Change Order #2 for a change in the interim completion durations as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Phase 1A Interim Completion – June 14 Phase 1B Interim Completion - June 26	- -	Phase 1A Interim Completion-June 30 Phase 1B Interim Completion-July 6

ADE/jmg

CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-A1

ON 7TH STREET NORTH FROM 7TH AVENUE TO 10TH AVENUE, ON 8TH AVENUE
NORTH FROM 7TH STREET TO BROADWAY, ON 9TH AVENUE NORTH FROM 8TH
STREET TO BROADWAY, AND ON 10TH AVENUE NORTH FROM 7TH STREET TO
BROADWAY.

Change Order No	2	Change Order Date	6/11/2024
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 # 2

Dakota Underground is requesting a time extension on the interim completion dates for Phase 1A and Phase 1B due to weather. The original Interim completion time allowed was 65 days to complete Phase 1A and 42 days to complete Phase 1B. Due to all the rain that we received, the Contractor asked for a 25 day time extension on the interim completion date on Phase 1A, of which 16 days were justified, and a 12 day time extension on Phase 1B, of which 10 days were justified.

Section	Line	Item	Unit	Orig Cont	Prev C/O	Prev Cont	Curr C/O	Tot Cont	Unit Price	C/O Ext Price
	No	Description		Qty	Qty	Qty	Qty	Qty	(\$)	(\$)
									Sub Total	\$0.00

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Wastewater Utility, Water utility, Infrastructure Sales Tax, and Special Assessments

\$0.00

\$4,675.00

\$3,413,321.83

\$3,417,996.83

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

10/4/2024

Current Final Completion Date

11/3/2024

Additional Days Substantial Completion

0

Additional Days Final Completion

0

New Substantial Completion Date

10/4/2024

New Final Completion Date

11/3/2024

Interim Completion Dates

APPROVED
For Contractor
Title

Jared Heller, PE

Dakota Underground Company
Project Manager

APPROVED DATE
Department Head
Mayor
Attest



COVER SHEET
CITY OF FARGO PROJECTS

16

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

Exact, full name of Improvement District as it will appear in the Contract:

Paving and Utility Rehab/Reconstruction

Improvement District No. BR-23-G

Call For Bids June 24, 2024

Advertise Dates July 3 & 10, 2024

Bid Opening Date August 9 (NDDOT), 2024

Substantial Completion Date October 13, 2025

Final Completion Date November 1, 2025

N/A PWPEC Report (Part of 2024 CIP)

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids (to be bid by NDDOT)

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Special Assessments)

N/A Supplemental Funding Language Included

Project Engineer Eric Hodgson

Phone No. 701-241-8582

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-G

Nature & Scope

The project is on 32nd Avenue South from 22nd Street South to 15nd Street South.

This project will upgrade the existing infrastructure by replacing the existing concrete roadway, curb and gutter, intersection crossings improvements, sidewalk and incidentals. Portions of the existing water distribution system, sanitary sewer system, and storm sewer system will be replaced or rehabilitated. A new storm sewer mainline will be added adjacent to the existing system to increase the system's capacity and reduce street flooding.

Purpose

This project is necessary because the existing corridor's infrastructure is deteriorating and/or inadequate for current use. This project will repair, replace, and install necessary infrastructure along the corridor to better serve the operations of the City. The finished product will update portions of the water distribution network, will increase the storm drainage capacity to reduce flooding events, will repair the existing sanitary sewer that has deteriorated to a substandard level, will provide new roadway and pedestrian facilities for continued use, and improve overall safety and functionality of the corridor.

The project will be funded by a combination of Federal Funds, Street Sales Tax Funds, Storm Utility Funds, Waste Water Utility Funds, Water Utility Funds, Traffic Signal/Street Light Utility, and Special Assessments to the benefitting properties. Special Assessments will be applied per City policy.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$ 18,775,132.10. The cost breakdown is as follows:

Paving:	\$ 7,211,715.10
Amount Federally Funded	\$ 5,836,441.03
Amount Locally Funded	\$ 1,375,274.07
Plus 4% Administration Fee:	\$ 55,010.96
Plus 3% Legal Fee:	\$ 41,258.22
Plus 4% Interest Fee:	\$ 55,010.96
Plus 10% Contingency:	\$ 137,527.41
Total Estimated Cost:	\$ 1,664,081.62
Special Assessments	\$ 1,664,081.62
Sales Tax	\$ -

Storm Sewer	\$ 5,982,005.00
Amount Federally Funded	\$ 2,871,362.40
Amount Locally Funded	\$ 3,110,642.60
Plus 4% Administration Fee:	\$ 124,425.70
Plus 3% Legal Fee:	\$ 93,319.28
Plus 4% Interest Fee:	\$ 124,425.70
Plus 10% Contingency:	\$ 311,064.26
Total Estimated Cost:	\$ 3,763,877.55
Special Assessments - Capacity Expansion	\$ 773,409.67
Special Assessments - Remaining Paving Cap	\$ 386,591.64
Storm Utility	\$ 1,694,584.50
Prairie Dog	\$ 909,291.74

Sanitary Sewer	\$ 2,248,807.32
Amount Federally Funded	\$ -
Amount Locally Funded	\$ 2,248,807.32
Plus 4% Administration Fee:	\$ 89,952.29
Plus 3% Legal Fee:	\$ 67,464.22
Plus 4% Interest Fee:	\$ 89,952.29
Plus 10% Contingency:	\$ 224,880.73
Total Estimated Cost:	\$ 2,721,056.86
Special Assessments - Local Cap	\$ 203,135.89
Special Assessments - 30% (Oversized Main)	\$ 744,623.69
Waste Water Utility	\$ 1,737,455.29
Prairie Dog	\$ 35,841.99

Water Main	\$ 2,440,917.68
Amount Federally Funded	\$ -
Amount Locally Funded	\$ 2,440,917.68
Plus 4% Administration Fee:	\$ 97,636.71
Plus 3% Legal Fee:	\$ 73,227.53
Plus 4% Interest Fee:	\$ 97,636.71
Plus 10% Contingency:	\$ 244,091.77
Total Estimated Cost:	\$ 2,953,510.39
Special Assessments - Local Cap	\$ 292,337.79
Special Assessments - 30% (Oversized Main)	\$ 782,877.46
Water Utility	\$ 1,826,714.07
Prairie Dog	\$ 51,581.07


Traffic Signals/Street Lights	\$ 891,687.00
Amount Federally Funded	\$ 721,642.29
Amount Locally Funded	\$ 170,044.71
Plus 4% Administration Fee:	\$ 6,801.79
Plus 3% Legal Fee:	\$ 5,101.34
Plus 4% Interest Fee:	\$ 6,801.79
Plus 10% Contingency:	\$ 17,004.47
Total Estimated Cost:	\$ 205,754.10
Special Assessments	\$ -
Traffic Signal/Street Light Utility	\$ 205,754.10
Prairie Dog	\$ -

Miscellaneous Costs		
Right-of-Way and Easements:	\$	400,000.00
Utility Relocation	\$	400,000.00
Outside Engineering:	\$	1,877,513.21
Incentive	\$	150,000.00
Total Miscellaneous Costs:	\$	2,827,513.21
Federal	\$	450,554.28
Special Assessments	\$	2,226,958.93
Traffic Utility	\$	-
Storm Utility	\$	-
Waste Water Utility	\$	-
Water Utility	\$	-
Prairie Dog	\$	-
Sales Tax	\$	150,000.00

Project Funding Summary		
Federal	41.93%	\$ 9,880,000.00
Special Assessments	30.02%	\$ 7,074,016.69
Traffic Signal/Street Light Utility	0.87%	\$ 205,754.10
Storm Utility	7.19%	\$ 1,694,584.50
Waste Water Utility	7.37%	\$ 1,737,455.29
Water Utility	7.75%	\$ 1,826,714.07
Sales Tax	0.64%	\$ 150,000.00
Prairie Dog	4.23%	\$ 996,714.80
Total Estimated Project Cost		\$ 23,565,239.45

We believe this project to be cost effective.




 Tom Knakmuhs, P.E.
 City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-G

LOCATION:

On 32nd Avenue South from 22nd Street South to 15th Street South.

COMPRISING:

Starting on the NW corner heading east. Bounded on the West by Gold Drive South, and bounded on the North by 21st Avenue South and ending at University Drive South.

Starting at 21st Avenue South heading south. Bounded on the East by University Drive South to 25th Avenue South, and then along 25th Avenue South from University Drive South to 14th Street South, and then along 14th Street South from 25th Avenue South to 15th Street South, then along 15th Street South from 14th Street South and ending at the East-West ¼ Section Line of Section 25, Township 139 N, Range 49 W, and excluding the following parcels:

Lot 1, inclusive, Block 1.
All in Oak Manor First Addition.

Lot 2, inclusive, Block 1.
Less the West 20 feet of the South 150 feet and the East 16.5 feet of the North 290 feet of Lot 3, inclusive, Block 1, all in Oak Manor First Addition.

Lots 1, 2, 3, and 4, inclusive, Block 1.
All in University South Third Addition, A Minor Subdivision being a Replat of Lot 2, Block 1, University South Second Addition.

Lots 1 and 2, inclusive, Block 1.
All in University South Addition, A Minor Subdivision being a Replat of part of Lot 1, Block 2, Oak Manor First Addition.

Starting at 15th Street South heading west. Bounded on the South by the East-West ¼ Section line of Section 25, Township 139 N, Range 49 W, ending at 22nd Street South, and the following parcels which are included:

Lots 13, inclusive, Block 6.
All in Ruby Dell Schnell Addition.

Lots 2, inclusive, Block 2.
All in S & W 4th Addition, part of East half of Section 25, T139N, R49W, Cass
County North Dakota.

And

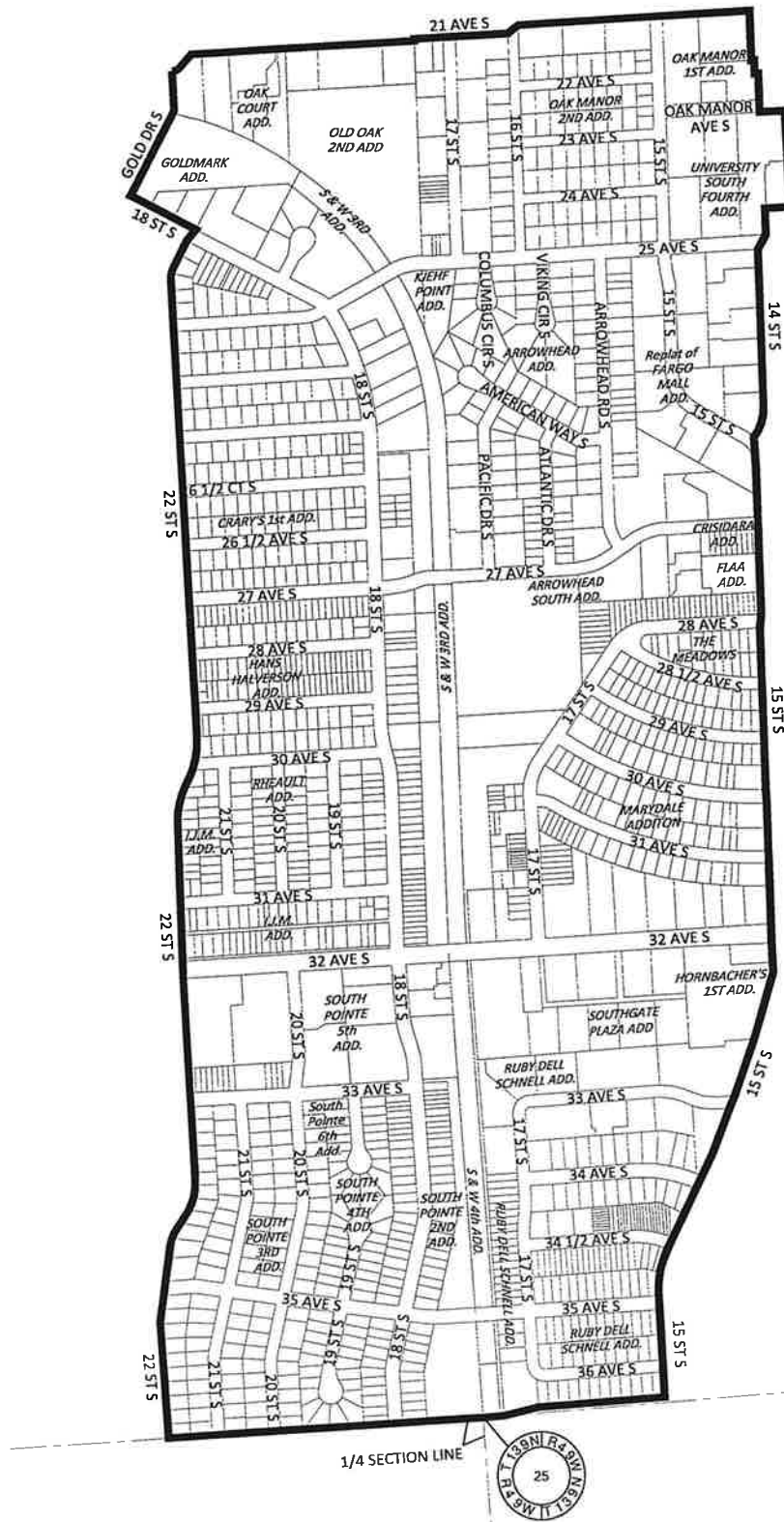
Excluding the following parcels:

Lots 26, 27, 28, 29, 30, 31, 32, and 33, inclusive, Block 6A.
All in the Replat of Lots 12 thru 21, Block 3; Lots 1 thru 18, Block 4; Lots 10 thru
18, Block 5; Lots 14 thru 28; Block 6; Lots 1 thru 6, Block 7; Ruby Dell Schnell
Addition.

Lots 29, 30, and 31, inclusive, Block 6.
All in Ruby Dell Schnell Addition.

Starting at the East-West $\frac{1}{4}$ Section Line of Section 25, Township 139 N, Range 49 W,
heading north. Bounded on the West by 22nd Street South to 18th Street South, and then
along 18th Street South from 22nd Street South to Gold Drive South, and then along Gold
Drive South from 18th Street South and ending at 21st Avenue South.

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



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-23-G



17

Memorandum

DATE: June 24, 2024
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building Hearing Request for 1011 UNIVERSITY DR N FARGO ND

The property owner of 1011 UNIVERSITY DR N FARGO ND PHILIP H & MARTHA A GROTENHUIS REVOCABLE LIVING TRUST ETAL has failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.


The recommendation is **to make a motion, in accordance with FMC Article 21-04, to set 5:15 pm Monday, July 8, 2024 as the time and date for the hearing regarding the dangerous building order for the structures at 1011 UNIVERSITY DR N FARGO ND 58102.**



18

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 19, 2024

**RE: PURCHASE OF SERVICE AGREEMENT WITH FARGO PUBLIC
SCHOOL DISTRICT FOR NURSING SERVICES**
FUNDS: \$779,929.62
PRJ: HE98
EXPIRES: 06/30/2025

The following purchase of service agreement is with Fargo Public School District for Nursing Services for the school year July 1, 2024 to June 30, 2025.

No Budget Adjustment.

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

Suggested Motion:

Move to approve the purchase of service agreement with Fargo Public School District.

DF/lls
Attachment



Whereas the Fargo Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for the school year 2024-2025, beginning on July 1, 2024, and ending on June 30, 2025. This contract may be renewed for subsequent school years by written agreement of the parties. Provided that either party may terminate this contract at any time upon thirty (30) days' written notice to the other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 70 percent for the District and 30 percent for the Provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel on a scheduled school day and holiday pay as determined by the Provider.
2. In the event of a preplanned absence of a secondary school nurse greater than 3 days, the Provider will attempt to provide coverage if requested by the school principal. This coverage may not be at the same level as the regularly scheduled nurse and may not always be available. If more than one secondary school nurse has a qualifying absence, the Provider will have the discretion to assign substitute nursing based on routine level of nursing needs within the school.
3. The Provider will attempt to get substitute nursing coverage when the regularly scheduled nurse is on an extended leave greater than 2 weeks. This coverage may not be at the same level as the regularly scheduled nurse. This attempt to provide extended leave substitute coverage will pertain to both elementary and secondary schools.



4. The Provider will ensure all staff assigned to the District communicate absences and adjustments to scheduled hours in advance, as able, with the building principal or administrative assistant. Attendance concerns will be handled immediately by the Provider upon notice from District.
5. As per the request of the District, the Provider agrees to hire an additional two health aides. The Provider will do the following in regard to these positions:
 - a. Follow current recruitment and hiring practices as prescribed by the City of Fargo
 - b. Work with the District to assign these health aides to the buildings based on needs. These positions will not be utilized as float positions.
 - c. In the event this staff is absent, as with any of the health aide positions employed by Fargo Cass Public Health, substitute staff will not be provided.
 - d. The District will be invoiced a 10% administrative fee directly related to these 4 positions which encompasses all recruiting, hiring, and onboarding costs (Attachment B).

V. CHANGES

No change or amendment to this agreement may be made unless made in writing and signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. NO EMPLOYER/EMPLOYEE RELATIONSHIP WITH DISTRICT

No person providing services on behalf of the Provider to the District will be considered an employee of the District. This includes, but is not limited to, all registered nurses, nurse aides, and administrative nursing staff provided by the Provider. The Provider shall be responsible for all applicable employment taxes, and benefits attributable to said staff including unemployment, worker's compensation and vacation pay on non-scheduled school days.



X. COPYRIGHT

The District reserves the right to copy or reproduce any materials created or produced by the Provider, in performance of this agreement except with confidential health information.

XI. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XII. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XIII. INTEGRATION AND MODIFICATION

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

XIV. COLLATERAL CONTRACTS

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

XV. ACCESS TO RECORDS

As allowed by law, Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District, which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XVI. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including all electronic health information, if applicable, and will follow their own retention policy.

XVII. CONFIDENTIALITY

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



adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the District and not Fargo Cass Public Health.

XVIII. APPLICABLE LAW

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

XIX. CAPTIONS

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

XX. EXECUTION AND COUNTERPARTS

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

XXI. AMENDMENTS

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

XXII. NOTICES

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

XXIII. SUCCESSORS IN INTEREST

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

XXIV. SEVERABILITY

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

XXV. WAIVER

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



XXVI. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON-DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.



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

**PURCHASE OF SERVICE AGREEMENT-
FARGO PUBLIC SCHOOL DISTRICT**

NURSING

HLT1318 - 05/04/2024 - Page 6 of 11

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

Timothy J. Mahoney, Mayor, City of Fargo

Date

FARGO PUBLIC SCHOOLS

Jackie Gapp

Jackie Gapp, CPA, SFO
Business Manager

6/20/2024

Date

ATTEST:

[Steven Sprague], City Auditor

Desi Fleming

Desi Fleming, Director of Public Health

06/12/2024

Date

**ATTACHMENT A
 SCHOOL HEALTH PROGRAM
 ATTACHMENT A**

**SCHOOL HEALTH PROGRAM
 COLLABORATIVE PROGRAM BETWEEN
 FARGO PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Fargo Public School District health program: education, environment, and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home, and community.
 The nurse will:

- A. Manage health care in the school health program.
 The nurse will participate in planning, implementation, and evaluation of the program.
 For purposes of license renewal, the nurse will validate competency of the Certified Nursing Assistants (CNA) employed by the District, however the supervision of these employees will be the sole responsibility of the District.
- B. Deliver health services.
 The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow-through related to health referrals. The nurse aide, if applicable, will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.

- C. Advocate for the health rights of children.
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. Provide health consult for individuals and groups.
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. Provide health education.
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B
SCHOOL NURSING BUDGET PROPOSAL
FOR 7/1/2024 TO 06/30/2025

NURSING COVERAGE – FPS at 70% and FCPH at 30%

<u>Staff</u>	<u>Hours/day</u>	<u>Days/week</u>	<u>Weeks</u>	<u>Hourly Compensation</u>	<u>Total</u>	
SECONDARY RNs	40	5	37	49.54	\$ 366,596.00	
ELEMENTARY RNs	28	5	37	49.54	\$ 256,617.20	
AIDES	31	5	37	29.16	\$ 167,232.60	
RN ADMINISTRATION COST	574 hours per budget year			55.85	\$ 32,057.90	
RN ADD'L HOURS-COVERAGE HOURS (AS PER CONTRACT)	Up to 350 hours			49.54	\$ 17,339.00	
MILEAGE AT IRS RATE	Approximately 7,500 per year			Currently at 0.67/mile	\$ 5,025.00	
					Total	\$ 844,867.70
					FPS at 70%	\$ 591,407.39
					FCPH at 30%	\$ 253,460.31

SPECIAL EDUCATION COVERAGE – FPS 100%

<u>Staff</u>	<u>Hours/day</u>	<u>Days/week</u>	<u>Weeks</u>	<u>Hourly Compensation</u>	<u>Total</u>
RN	7	5	37	49.50	\$ 64,102.50
LPN	7	5	37	29.71	\$ 38,474.45
RN SUMMER SESSION	45 hours total			49.54	\$ 2,229.30
RN ADMINISTRATION COST	1 hour per week		35	55.85	\$ 1,954.75
MILEAGE AT IRS RATE	Approximately 7,500 per year			Currently at 0.67/mile	\$ 5,025.00
				Total (FPS at 100%)	\$ 111,786.00

HEALTH AIDES AS REQUESTED BY FPS – FPS 100%

<u>Staff</u>	<u>Hours/day</u>	<u>Days/week</u>	<u>Weeks</u>	<u>Hourly Compensation</u>	<u>Total</u>
AIDES	12	5	37	29.16	\$ 64,735.20
MILEAGE AT IRS RATE	Approximately 7,500 per year			Currently at 0.67/mile	\$ 5,025.00
				Total	\$ 69,760.20
ADMINISTRATION FEE	10% of total cost for Additional Health Aides				\$ 6,976.02
				Total (FPS at 100%)	\$ 76,736.22

NURSING COVERAGE TOTALS

NURSING COVERAGE

Total FPS at 70%	\$ 591,407.40
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SPECIAL EDUCATION COVERAGE

Total FPS at 100%	\$ 111,786.00
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HEALTH AIDES REQUESTED BY FPS

Total FPS at 100%	\$ 76,736.22
-------------------	--------------

TOTAL COST FOR FPS 7/1/2024 TO 06/30/2025	\$ 779,929.62
--	----------------------

NOTE: TOTAL COST FOR FCPH 7/1/2024 TO 06/30/2025 = \$253,460.31

ATTACHMENT C

PROVIDER ASSURANCES

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







FPS Contract Draft 2024-25R

Final Audit Report

2024-06-20

Created:	2024-06-12
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPeYfj4YV9T4iXATaEnBkVWr9wFiOI87O

"FPS Contract Draft 2024-25R" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2024-06-12 - 1:37:59 PM GMT
-  Document emailed to Jackie Gapp (gappj@fargo.k12.nd.us) for signature
2024-06-12 - 1:38:28 PM GMT
-  Email viewed by Jackie Gapp (gappj@fargo.k12.nd.us)
2024-06-17 - 1:19:12 PM GMT
-  New document URL requested by Jackie Gapp (gappj@fargo.k12.nd.us)
2024-06-20 - 1:17:25 PM GMT
-  Email viewed by Jackie Gapp (gappj@fargo.k12.nd.us)
2024-06-20 - 1:17:51 PM GMT
-  Document e-signed by Jackie Gapp (gappj@fargo.k12.nd.us)
Signature Date: 2024-06-20 - 1:21:05 PM GMT - Time Source: server
-  Agreement completed.
2024-06-20 - 1:21:05 PM GMT






19

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 19, 2024

**RE: PURCHASE OF SERVICE AGREEMENT WITH MAPLETON
PUBLIC SCHOOL DISTRICT FOR NURSING SERVICES
FUNDS: \$7,854.90
PRJ: HE94
EXPIRES: 06/30/2025**

The following purchase of service agreement is with Mapleton Public School District for Nursing Services for the school year July 1, 2024 to June 30, 2025

No Budget Adjustment.

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

Suggested Motion:

Move to approve the purchase of service agreement with Mapleton Public School District.

DF/ls
Attachment



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

**PURCHASE OF SERVICE AGREEMENT-
MAPLETON PUBLIC SCHOOL DISTRICT
NURSING**

HLT1306 · 05/04/2024 · Page 1 of 8

Whereas the Mapleton Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 581032367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2024-2025, beginning on July 1, 2024 and ending on June 30, 2025. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 65 percent for the district and 35 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Mapleton Public School District will have 6 hours of nursing services per week and agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 6 hours per week, including any overtime accrued. The school nurse hourly rate for those hours over the originally contracted amount of 6 hours per week with salary and benefits will be billed at \$52.19.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims.

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor' s or provider' s obligations under these acts may be directed to the Provider' s representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH

MAPLETON PUBLIC SCHOOL DISTRICT

Timothy J. Mahoney, Mayor, City of Fargo

Jenna Farkas
Jenna Farkas, Superintendent

Date

Date _____

ATTEST:

[Steven Sprague], City Auditor

Desi Fleming
Desi Fleming, Director of Public Health

05/04/2024

Date

ATTACHMENT A

SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN MAPLETON PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Mapleton Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

- A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.
- B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B
2024-2025
SCHOOL HEALTH SERVICES BUDGET

SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2024 to 6-30-2025				
NURSING COVERAGE- Mapleton at 70% and FCPH at 30%				
Staff	Hours/week	Weeks	Hourly compensation	Total
Nurse	6	35	\$49.54	\$10,403.40
RN ADD'L HOURS- COVERAGE HOURS (AS PER CONTRACT)	12 hours/year		\$49.54	\$594.48
RN ADMINISTRATION COST	4 hours per budget year		\$55.85	\$223.40
			Total	\$11,221.28
			Mapleton at 70%	\$7,854.90
			FCPH at 30%	\$3,366.38
NOTE: TOTAL COST FOR FCPH 7-1-2024 TO 6-30-2025= \$3,366.38				

ATTACHMENT C

PROVIDER ASSURANCES

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




Mapleton School 2024-2025 HLT1306a

Final Audit Report

2024-05-14

Created:	2024-05-04
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8m9GQQZRc_0Eu05sLKIZmTBBM513OpSS

"Mapleton School 2024-2025 HLT1306a" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2024-05-04 - 10:26:23 PM GMT
-  Document emailed to Jenna Farkas (jenna.farkas@mapletonfalcons.org) for signature
2024-05-04 - 10:26:39 PM GMT
-  Email viewed by Jenna Farkas (jenna.farkas@mapletonfalcons.org)
2024-05-13 - 10:06:20 PM GMT
-  New document URL requested by Jenna Farkas (jenna.farkas@mapletonfalcons.org)
2024-05-13 - 10:06:24 PM GMT
-  Document e-signed by Jenna Farkas (jenna.farkas@mapletonfalcons.org)
Signature Date: 2024-05-14 - 3:05:09 PM GMT - Time Source: server
-  Agreement completed.
2024-05-14 - 3:05:09 PM GMT






20

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 19, 2024

**RE: PURCHASE OF SERVICE AGREEMENT WITH KINDRED
PUBLIC SCHOOL DISTRICT FOR NURSING SERVICES
FUNDS: \$45,225.04
PRJ: HE96
EXPIRES: 06/30/2025**

The following purchase of service agreement is with Kindred Public School District for Nursing Services for the school year July 1, 2024 to June 30, 2025

No Budget Adjustment.

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

Suggested Motion:

Move to approve the purchase of service agreement with Kindred Public School District.

DF/lis
Attachment



Whereas the Kindred Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2024-2025, beginning on July 1, 2024 and ending on June 30, 2025. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 70 percent for the district and 30 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Kindred Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement. Therefore, Kindred Public School District agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 30 hours per week, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$42.99.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims.

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor' s or provider' s obligations under these acts may be directed to the Provider' s representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH

KINDRED PUBLIC SCHOOL DISTRICT

Mike Kolness

Mike Kolness (May 13, 2024 11:02 CDT)

Mike Kolness, Superintendent

Timothy J. Mahoney, Mayor, City of Fargo

Date

Date

ATTEST:

[Steven Sprague], City Auditor

Desi Fleming

Desi Fleming, Director of Public Health

05/04/2024

Date

ATTACHMENT A

**SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
KINDRED PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Kindred Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

- A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.
- B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B

2024-2025

SCHOOL HEALTH SERVICES BUDGET

SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2024 to 6-30-2025					
NURSING COVERAGE- Kindred at 70% and FCPH at 30%					
<u>Staff</u>	<u>Hours/week</u>	<u>Weeks</u>	<u>Hourly compensation</u>		<u>Total</u>
Nurse	30	35	\$49.54		\$52,017.00
RN ADD'L HOURS- COVERAGE HOURS (AS PER CONTRACT)	40 hours/year		\$49.54		\$1,981.60
RN ADMINISTRATION COST	36 hours per budget year		\$55.85		\$2,010.60
			Total		\$56,009.20
Additional Hours at 100%	4	35	\$42.99		\$6,018.60
			Kindred at 70%		\$45,225.04
			FCPH at 30%		\$16,802.76
NOTE: TOTAL COST FOR FCPH 7-1-2024 TO 6-30-2025= \$16,802.76					








Kindred School 2024-2025 HLT1308a

Final Audit Report

2024-05-13

Created:	2024-05-04
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvGa0_koIAIfJWpbj83IMCwbWWMY0WheQ

"Kindred School 2024-2025 HLT1308a" History


-  Document created by Lori Sall (lsall@FargoND.gov)
2024-05-04 - 10:40:19 PM GMT
-  Document emailed to mike.kolness@k12.nd.us for signature
2024-05-04 - 10:40:29 PM GMT
-  Email viewed by mike.kolness@k12.nd.us
2024-05-13 - 11:46:48 AM GMT
-  New document URL requested by mike.kolness@k12.nd.us
2024-05-13 - 11:46:51 AM GMT
-  Signer mike.kolness@k12.nd.us entered name at signing as Mike Kolness
2024-05-13 - 4:02:31 PM GMT
-  Document e-signed by Mike Kolness (mike.kolness@k12.nd.us)
Signature Date: 2024-05-13 - 4:02:33 PM GMT - Time Source: server
-  Agreement completed.
2024-05-13 - 4:02:33 PM GMT



21

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 19, 2024

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES.**
GRANT: G23.855 CFDA #: 93.268
FUNDS: \$252,489
PRJ: HE161
EXPIRES: 06/30/2025

The attached Notice of Grant Award is for boosting immunization rates in the ND through Local Public Health Units.

Budget Adjustment

Revenue

Boosting Immunization Rates	101-0000-331-12-73	\$126,245
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Expense

Marketing	101-6020-451-34-20	\$ 25,248
Travel	101-6020-451-56-60	\$ 5,000
General Supplies	101-6020-451-61-40	\$ 37,800

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

Suggested Motion:

Move to approve the notice of grant award with ND Department of Health and Human Services.

DF/ls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

Grant Number G23.855	CFDA Name Immunization Cooperative Agreements		CFDA Number 93.268
FAIN Number NH23IP922623	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 6/1/2024	Grant End Date 6/30/2025
Federal Award Date 3/31/2021	Federal Awarding Agency Centers for Disease Control and Prevention		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Boosting Immunization Rates in North Dakota through Local Public Health		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 2201 HLH 4776 01	
Grantee Name Fargo Cass Public Health		Project Director Jenny Galbraith	
Address 1240 25 th 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 Desi Fleming		Contact Name Jenny Galbraith	
Telephone Number 701-241-1380		Telephone Number 701-328-2335	
Email Address dfleming@fargond.gov		Email Address jgalbraith@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$252,489	\$0	\$252,489
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$252,489	\$0	\$252,489
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimis rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Scope of service requirements are defined in Attachment A.			
Reporting Requirements Grantee must submit expenditure reports monthly via the Program Reporting System (PRS) and the immunization monthly activity report via Qualtrics. Expenditure report for the period ended June 30, 2024 must be received by July 15, 2024. Expenditure report for the period ended June 30, 2025 must be received by July 15, 2025. Reimbursement will be processed upon Department approval of expenditures and receipt of monthly activity report.			
Special Conditions Funding calculations are defined in Attachment B.			
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		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 Sara E. Stolt, 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.			

**Fargo Cass Public Health
G23.855
Attachment A**

Boosting Immunization Rates in North Dakota through Local Public Health

Scope of Service:

In an effort to increase North Dakota immunization rates, Grantee will implement strategies and activities to:

- Increase county and statewide routine immunization rates.
- Increase the number of convenient immunization clinics in under-vaccinated communities.
- Increase patient knowledge and awareness of the importance of routine immunization.
- Increase patient confidence in vaccines.

Required Activities: *All tasks outlined below are required*

- ☐ Assign a “project lead” or “coordinator for this agreement.
- ☐ Assign a “vaccine champion” for your agency (may be the same as the “project lead”)
- ☐ Attend monthly calls with the North Dakota Department of Health and Human Services (HHS).
- ☐ Attend monthly HHS Immunization Unit Lunch and Learn webinars (live or archived).
- ☐ Review the Standards for Adult Immunization Practice <https://www.cdc.gov/vaccines/hcp/adults/for-practice/Standards/index.html> and Implement at least one strategy.
- ☐ Review the Standards for Pediatric Immunization Practice <https://www.hhs.gov/vaccines/nvac/reports-and-recommendations/the-standards-for-pediatric-immunization-practice/index.html> and implement at least one new strategy.
- ☐ Conduct enhanced Reminder/ Recall for specific patient populations (i.e., Children past due for Measles, Mumps and Rubella (MMR) vaccine, adults due for Tetanus-Diphtheria-Pertussis (Tdap), diabetes patients who have not received annual influenza vaccine) a minimum of **4 times**.
- ☐ Offer **at least 10 convenient and/or off-site clinics annually**. Clinics can include but are not limited to:
 - weekend clinics
 - evening clinics
 - on-site vaccine clinics at schools and/or childcares
 - on-site vaccine clinics at large workplaces
 - on-site vaccine clinics at other locations or events (i.e., churches, jails, conferences, etc.)
- ☐ Increase awareness around need for vaccinations. A maximum of **10% of funding** may be used on media related activities. Activities may include, but are not limited to:
 - Social Media Posts
 - Ask a Doctor Media Spots
 - Radio Ads
 - TV Ads
 - Health fairs
 - Townhalls
- ☐ Educate clinical staff. **Education should occur at least two times during the project period.** Topics should include but are not limited to:
 - Motivational interviewing or other training to improve vaccine confidence amongst patients.
 - NDIIS training.
 - Updated immunization recommendations.

☐ Conduct education sessions with administrative staff (as applicable). **Education should occur at least two times during the project period.** Topics should include but are not limited to:

- Immunization Recommendations – using standardized language.
- Scheduling vaccine appointments – appropriate intervals, appointments for next dose prior to leaving, etc..
- Providing Immunization Records.

☐ Ensure availability of COVID-19 vaccine at local public health, clinic, and off-site locations.

☐ Attend/Coordinate at least quarterly meetings with community partners to discuss current immunization trends and updates. Suggested partners include, but are not limited to:

- Private Healthcare Providers
- Long Term Care
- Pharmacies

☐ Maintain North Dakota Immunization Information System (NDIIS) data quality by utilizing the patient list report and patient status <https://www.hhs.nd.gov/health/diseases-conditions-and-immunization/immunizations/ndiis/trainings> function.

☐ Monitor immunization coverage rates monthly/quarterly throughout the project period.

Suggested Activities: Tasks outlined below are optional but strongly encouraged

☐ Purchase additional vaccine storage, data loggers, and vaccine transport supplies. Up to **5%** of funding can be used on these purchases.

☐ Travel to the North Dakota Immunization Conference and/or National Immunization Conference

☐ Vaccine education townhall with members of public

☐ Quarterly Public Health Fairs that include vaccine education and administration

☐ Other (Be creative!) _____

Funding cannot pay for:

Incentives for vaccination

Vaccine

Food

Lobbying

Funding may be used for:

Staff Time

Travel to convenient clinics or state conference.

Supplies

Media – Maximum of 10% of funding can be used for this purpose.

Storage Units/Data Loggers/Transport Equipment – Maximum of 5% of funding can be used for this purpose

Reminder/recall supplies – Envelopes, printing, postage, etc.

**Fargo Cass Public Health
G23.855
Attachment B**

Funding Calculations

**Base Allotment \$20,000
Total Amount Distributed \$2,000,000**

**2023 CDC Immunization Funding Estimate
Local Public Health Allocations
(2022 Census)**

<u>LPH</u>			2022 Census	Base Allotment	Per Capita Amount	Total Grant
NW	Divide	UMDHU	2,187	20,000	2,638	22,638
	McKenzie	UMDHU	13,908	20,000	16,777	36,777
	Mountrail	UMDHU	9,290	20,000	11,206	31,206
	Williams	UMDHU	38,109	20,000	45,970	65,970
	Total (UMDHU)	UMDHU	63,494	\$80,000	\$76,591	\$156,591
SW	Adams	SWDHU	2,115	20,000	2,551	22,551
	Billings	SWDHU	1,018	20,000	1,228	21,228
	Bowman	SWDHU	2,894	20,000	3,491	23,491
	Dunn	SWDHU	4,015	20,000	4,843	24,843
	Golden Valley	SWDHU	1,744	20,000	2,104	22,104
	Hettinger	SWDHU	2,406	20,000	2,902	22,902
	Slope	SWDHU	672	20,000	811	20,811
	Stark	SWDHU	32,803	20,000	39,569	59,569
	Total (SWDHU)	SWDHU	47,667	\$160,000	\$57,499	\$217,499
NW Central	Bottineau	FDHU	6,376	20,000	7,691	27,691
	Burke	FDHU	2,155	20,000	2,600	22,600
	McHenry	FDHU	5,189	20,000	6,259	26,259
	McLean	FDHU	9,824	20,000	11,850	31,850
	Renville	FDHU	2,220	20,000	2,678	22,678
	Sheridan	FDHU	1,295	20,000	1,562	21,562
	Ward	FDHU	68,870	20,000	83,076	103,076
	Total (FDHU)	FDHU	95,929	\$140,000	\$115,716	\$255,716
SE Central	Logan	Central Valley	1,855	20,000	2,238	22,238
	Dickey	Dickey	4,923	20,000	5,938	25,938
	McIntosh	McIntosh	2,475	20,000	2,986	22,986
	LaMoure	LaMoure	4,098	20,000	4,943	24,943
	Barnes(City County)	City County	10,758	20,000	12,977	32,977
	Foster	Foster	3,378	20,000	4,075	24,075
	Wells	Wells	3,930	20,000	4,741	24,741
	Stutsman	Central Valley	21,487	20,000	25,919	45,919
	Total		52,904	\$160,000	\$63,817	\$223,817


SW Central	Grant	Western Plains	2,243	20,000	2,706	22,706
	Mercer	Western Plains	8,333	20,000	10,052	30,052
	Burleigh	Bismarck Burleigh	99,280	20,000	119,759	139,759
	Emmons	Emmons	3,250	20,000	3,920	23,920
	Kidder	Kidder	2,393	20,000	2,887	22,887
	Morton	Western Plains	33,710	20,000	40,663	60,663
	Oliver	Western Plains	1,856	20,000	2,239	22,239
	Sioux	Western Plains	3,711	20,000	4,476	24,476
	Total		154,776	\$160,000	\$186,702	\$346,702
NE Central	Benson	LRDHU	5,770	20,000	6,960	26,960
	Eddy	LRDHU	2,314	20,000	2,791	22,791
	Cavalier	Cavalier	3,597	20,000	4,339	24,339
	Towner	Towner	2,064	20,000	2,490	22,490
	Rolette	Rolette	11,933	20,000	14,394	34,394
	Pierce	LRDHU	3,942	20,000	4,755	24,755
	Ramsey	LRDHU	11,515	20,000	13,890	33,890
	Total		41,135	\$140,000	\$49,619	\$189,619
NE	Nelson	Nelson-Griggs	2,995	20,000	3,613	23,613
	Walsh	Walsh	10,438	20,000	12,591	32,591
	Grand Forks	Grand Forks	72,413	20,000	87,350	107,350
	Pembina	Pembina	6,763	20,000	8,158	28,158
	Griggs	Nelson-Griggs	2,252	20,000	2,717	22,717
	Total		94,861	\$100,000	\$114,429	\$214,429
SE	Fargo/Cass	Fargo/Cass	192,734	20,000	232,489	252,489
	Ransom	Ransom	5,640	20,000	6,803	26,803
	Richland	Richland	16,580	20,000	20,000	40,000
	Sargent	Sargent	3,795	20,000	4,578	24,578
	Steele	Steele	1,788	20,000	2,157	22,157
	Trail		7,958	20,000	9,600	29,600
			228,495	120,000	275,627	395,627
Total LPHU			779,261	1,060,000	940,000	\$2,000,000



22

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 20, 2024

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES.**
GRANT: G23.818 **CFDA #: NA**
FUNDS: \$535,993
PRJ: HE49
EXPIRES: 06/30/2025

The attached Notice of Grant Award is for local public health unit tobacco prevention and control program.

Budget Adjustment

Revenue

Tobacco Prevention	101-0000-334-10-45	\$20,000
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Expense

General Supplies	101-6035-451-61-40	\$20,000
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If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the notice of grant award with 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 G23.818	CFDA Name Not Applicable	CFDA Number Not Applicable
FAIN Number Not Applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2024
Federal Award Date Not Applicable	Federal Awarding Agency Not Applicable	Grant End Date 6/30/2025
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.		
Title of Project/Program Local Public Health Unit Tobacco Prevention and Control Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code 4521 HL 1248 01	
Grantee Name Fargo Cass Public Health	Project Director Neil Charvat	
Address 1240 25 th St S	Address 600 E. 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 Abby Erickson	
Telephone Number 701-241-1380	Telephone Number 701-328-3337	
Email Address dfleming@fargond.gov	Email Address abbyerickson@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share
Amount Awarded	\$535,993	\$0
Previous Funds Awarded	\$0	\$0
Total Funds Awarded	\$535,993	\$0
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10%
		<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will implement Tobacco Prevention and Control Program (TPCP) services in accordance with the Grantee's TPCP work plan and budget as approved by the North Dakota Department of Health and Human Services (Department). Grantee will follow the <i>Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs 2014</i> as approved by the Department to conduct TPCP services within its service area. Grantee will submit any requests for use of the NDQuits logo (i.e. newspaper, newsletter, ads, banners, signs, etc.) to the Department for approval prior to publication. Contractor will support Kelly-Buettner Schmidt to develop the partner project for NDQuits Youth Treatment project.		
Reporting Requirements Grantee must submit at least quarterly a request for reimbursement on the Program Reporting System (PRS) by the 15th of the following month. Grantee must submit a quarterly progress report of activities completed as described in the Grantee's approved work plan and budget. Final request for reimbursement for the period ending June 30, 2025 must be received by July 15, 2025. Reimbursements will be processed upon Department approval of request for reimbursements and progress reports.		
Special Conditions None.		
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
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Unit Director Health Promotion & Chronic Disease Prevention
Date	Signature	Date
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Sara E. Stolt, 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.		

23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: KRISTI SYLSKAR, HUD ADMINISTRATOR
NICOLE CRUTCHFIELD, PLANNING DIRECTOR

DATE: JUNE 20, 2024

RE: APPROVE THE 2024 ACTION PLAN; PROPOSED AMENDMENTS TO 2023 ACTION PLAN; 2020-2024 CONSOLIDATED PLAN; AND CITIZEN PARTICIPATION PLAN, AND AUTHORIZE SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Following the required 30-day public comment period and Public Hearing held during the June 10, 2024 City Commission meeting, staff is seeking approval of the proposed 2024 Action Plan for Community Development Block Grant (CDBG) and HOME programming and expenditures. In addition, staff have proposed amendments to the City's 2023 Action Plan, 2020-2024 Consolidated Plan, and Citizen Participation Plan. To date, two comments have been received during the public comment period (attached).

The proposed 2024 Action Plan and amendments to the 2023 Action Plan, 2020-2024 Consolidated Plan, and Citizen Participation Plan have been drafted in compliance with federal regulations for the Department of Housing and Urban Development (HUD) CDBG and HOME programs and are detailed in the attached public notice, which was published in the May 22, 2024 Forum newspaper. The draft 2024 Action Plan is also available on the City website.

Upon approval by the City Commission, the 2024 Action Plan and amendments to the 2023 Action Plan, 2020-2024 Consolidated Plan, and Citizen Participation Plan will be forwarded to HUD for review and final approval.

Recommended Action: Approve the 2024 Action Plan for Community Development Block Grant (CDBG) / HOME Investment Partnership Grant programming and proposed amendments to the 2023 Action Plan, 2020-2024 Consolidated Plan, and Citizen Participation Plan, and authorize submittal to the U.S. Department of Housing and Urban Development.

City of Fargo
Notice of Public Hearing & Public Comment Period
Community Development Block Grant (CDBG) & HOME Programs
2024 Action Plan

Amendments to 2023 Action Plan, 2020-2024 Consolidated Plan, and Citizen Participation Plan

The City of Fargo is opening a 30-day public comment period on May 23, 2024, which also includes a public hearing on Monday, June 10, 2024 during the regular Fargo City Commission meeting. Multiple items under the City's HUD programs will be open for comment during this period. All items will be given final consideration at the June 24, 2024 City Commission meeting. Each item is summarized in this notice.

2024 HUD ACTION PLAN DRAFT

The City has prepared a draft version of the 2024 HUD Action Plan. The priorities established within the draft plan result from community meetings and citizen participation in the development of the 2020-2024 Consolidated Plan, and from a public input meeting held on November 30, 2023. The City's 5-Year priorities include affordable housing, ending and preventing homelessness, neighborhood improvements and initiatives, and assistance for vulnerable populations. Comments on this draft plan should be provided during the public comment period (May 23 through June 21, 2024).

ESTIMATED RESOURCES FOR 2024

Community Development Block Grant (CDBG):

• \$822,824	2024 Community Development Block Grant (CDBG) allocation from HUD
• \$120,000	Available for Reallocation at Prior Year-End (unused Planning & Admin)
• \$31,037.38	Available for Reallocation at Prior Year-End (unused Contingency/Blight Demolition)
• \$135,000	Available for Reallocation at Prior Year-End (canceled 2023 project)
• \$21,798	2024 CDBG Program Income (actual)
<hr/>	
\$1,130,659.38	Total CDBG

HOME Investment Partnerships Program (HOME):

• \$444,620	2024 HOME PJ allocation from HUD
• \$31,000	Available for Reallocation at Prior Year-End (unused Planning & Admin dollars)
• \$10,857.14	Available for Reallocation at Prior Year-End (unused Contingency dollars)
• \$152,228.97	2023 HOME PJ Program Income (actual)
• \$5,000	2023 HOME State Program Income (actual)
<hr/>	
\$643,706.11	Total HOME

Total = \$1,774,365.49 CDBG & HOME

PROPOSED ACTIVITIES FOR 2024

Planning, Administration & Fair Housing

- 1. CDBG Planning and Administration** - \$97,058.38 in CDBG funds. Planning, implementation, reporting, and monitoring of CDBG resources. Prior year admin dollars may be used for startup planning and administration costs in future years. *National Objective: Not applicable for administration. Eligibility & Regulation Citation: 21A General Program Administration, 24 CFR Part 570.206.*
- 2. HOME Planning and Administration** - \$40,000 in HOME funds. Planning, implementation, reporting, and monitoring of HOME resources. Prior year admin dollars may be used for startup planning and administration costs in future years. *National Objective: Not applicable for administration.*

3. **High Plains Fair Housing Center** - \$42,601 in CDBG funds. Support a part-time fair housing specialist who will provide ongoing outreach, test coordination, and technical assistance in Fargo, ND. This includes comprehensive outreach and fair housing education as part of the requirement to affirmatively further fair housing under the Fair Housing Act (42 U.S.C. 3601-20). *Eligibility & Regulation Citation: 21D Fair Housing Activities (subject to 20% Admin. Cap), 24 CFR Part 570.206(c).*

Capital/Neighborhood Improvements

1. **YWCA Cass-Clay Emergency Shelter Facility Improvements** - \$547,000 in CDBG funds. CDBG funds will be used towards substantial rehabilitation of the emergency shelter's HVAC system. Activities will be carried out by the YWCA Cass Clay. The location of the project is at 3000 University Drive South in Fargo, ND. *National Objective, Eligibility, & Regulation Citation: Low-Mod Clientele (LMC) Benefit [24 CFR Part 570.208(a)(2)], 03C Homeless Facilities (not operating costs), 24 CFR Part 570.201(c).*

Public Service

1. **Downtown Engagement Center Operations** - \$100,000 in CDBG funds. Provide operational support for homeless and housing-related services at the Downtown Engagement Center (DEC) located in downtown Fargo. *National Objective, Eligibility, & Regulation Citation: Low-Mod Clientele (LMC) Benefit [24 CFR Part 570.208(a)(2)], 03T Operating Costs of Homeless/Aids Patient Programs, 24 CFR Part 570.201(e).*

Affordable Housing

- 1a. **Acquisition for Affordable Multi-Family Rental Housing Project** - \$336,000 in CDBG funds. Acquisition of land for new construction of an affordable multi-family rental housing complex in partnership with Beyond Shelter, Inc. The location of this project is not yet determined. A public comment period will occur at a later date when a project location is identified. *National Objective, Eligibility, & Regulation Citation: Low-Mod Housing (LMH) Benefit [24 CFR Part 570.208(a)(3)], 01 Acquisition of Real Property, 24 CFR Part 570.201(a).*
- 1b. **Affordable Multi-Family Rental Housing Project** – \$500,000 in HOME funds. New construction of affordable multi-family senior and elderly rental housing complex, in partnership with Beyond Shelter, Inc. The location of this project shall be identified at a later date. *HOME Eligible Activity under 92.205(a)(1).*
- 1c. **Community Housing Development Organization (CHDO) Project** – this \$95,000 in 'set-aside' HOME funds is included in the above dollar amounts noted for the "Affordable Multi-Family Rental Housing" Project. The City will partner with a Community Housing Development Organization (CHDO) to create affordable housing with these HOME set-aside funds in Fargo. The location of this project shall be identified at a later date. *HOME Eligible Activity under 92.205(a)(1).*

Contingency Funds

Funds held in contingency for issues that may arise during the program year – \$8,000 CDBG funds and \$8,706.11 HOME funds.

CONTINGENCY PROVISIONS/POTENTIAL ADJUSTMENTS TO 2024 ACTIVITIES & BUDGET

- Budget adjustments transferring amounts greater than 10% of the amount allocated to the City's entitlement grant programs for program year 2024 are considered substantial amendments and will be implemented in accordance with Fargo's Citizen Participation Plan (www.fargond.gov)
- Unanticipated program income may result in a substantial amendment to amend activities and budgets in accordance with Fargo's Citizen Participation Plan
- To match actual 2024 allocation amounts and any increase in program income, funding will be applied to affordable housing projects if needed or the contingency line item if less than \$5,000.

Any unused funds will be reallocated in an amendment or the following year's action plan, either of which require a 30-day public comment period.

- All funding levels indicated above are estimated amounts

PROPOSED AMENDMENTS TO 2023 HUD ACTION PLAN

1. **Cancel Core Neighborhood Affordable Housing Development Project and Reallocate Funds**
Additional CDBG funding for a major development project (approved in the 2022 Action Plan) to be located at 3129 7 Avenue North and 802 32 Street North in Fargo, ND was to be provided by this project. Funds were to be used to secure administrative and project management assistance to assist in the development of the project. This activity's timeline has been delayed and the 2023 Action Plan project is being canceled. A total of \$135,000 in CDBG funds is being reallocated to proposed projects in the 2024 Action Plan.
2. **Reduce allocation for Core Neighborhood Deteriorated Structure Removal and Reallocate Funds**
A total of \$255,000 in CDBG funds was allocated in the 2023 Action Plan for demolition activities to address and eliminate blighted conditions at properties located in the core neighborhoods of Fargo in support of affordable housing development. Of this total, \$240,000 is being used for this project and the remaining \$15,000 will be reallocated to proposed projects in the 2024 Action Plan.

PROPOSED AMENDMENTS TO 2020 – 2024 HUD CONSOLIDATED PLAN

1. **Affordable Housing Goal – Remove Goal Outcome Indicator (GOI) #11, Direct Financial Assistance to Homebuyers and GOI #12, Tenant-Based Rental Assistance/Rapid Re-Housing**
The Consolidated Plan identified 40 households to be assisted with direct financial assistance for homebuyer activities (down payment/homebuyer assistance) and 460 households to be assisted with Tenant-Based Rental Assistance. These goal outcome indicators shall be removed as the activities were not undertaken during the course of the current Consolidated Plan due to changes in priority needs within the community, particularly during the course of the COVID-19 pandemic. Instead, through CDBG CARES Act funding and annual CDBG funds, the City of Fargo provided \$1,944,570.38 in eviction prevention and emergency rental subsistence payments through 2020 – 2023. These funds helped assist over 10,000 beneficiaries within the City of Fargo throughout the duration of the projects. These accomplishments are reported in the 2020-2022 Consolidated Annual Performance and Evaluation Reports (CAPERs).
2. **Assistance for Vulnerable Populations Goal – Remove GOI #3, Public Service Activities Other than Low/Moderate Income Housing Benefit, and Increase GOI #1, Public Facility or Infrastructure Activities Other than Low/Moderate Income Housing Benefit**
It was anticipated that 8,150 people were to be assisted under this Goal of the Consolidated Plan. Assistance to vulnerable populations was provided by the City of Fargo through public facility and infrastructure activities rather than public services, so Goal Outcome Indicator #3 is to be removed and Goal Outcome Indicator #1 is to be increased. A total of 30,805 persons under Goal Outcome Indicator #1 were assisted, exceeding expectations for this Goal.
3. **Neighborhood Improvements and Initiatives Goal – Add GOI #21, Buildings Demolished**
To assist with blight removal within the core neighborhoods, funds were placed into demolishing severely-deteriorated structures. A new Goal Outcome Indicator (21) must be added in order to account for the funds placed into these projects and to track the accomplishments. \$255,000 in CDBG funds was originally allocated to this project through the 2023 Action Plan. In total, up to \$240,000 is to be expended to achieve this Consolidated Plan Goal and applicable Goal Outcome Indicator, with demolition of at least four blighted buildings. The remaining unspent \$15,000 will be reallocated to proposed projects in the 2024 Action Plan.

PROPOSED AMENDMENTS TO THE CITIZEN PARTICIPATION PLAN

HUD requires its Grantees to periodically update and adopt the jurisdiction's Citizen Participation Plan, which sets forth the City's policies and procedures for citizen participation related to its HUD HOME & CDBG programs. A draft copy of the amended plan may be reviewed at www.FargoND.gov or by request through the Planning & Development Department.

COMMENTS, ACCESSIBILITY, & SCHEDULE

Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing. Contact information and schedule are provided below:

30-DAY PUBLIC COMMENT PERIOD: May 23 through June 21, 2024

PUBLIC HEARING: Monday, June 10, 2024 - 5:15 pm
Fargo City Commission Chambers
225 4th Street North, Fargo, ND 58102

CITY COMMISSION VOTE: Monday, June 24, 2024 – 5:15 pm

CONTACT INFORMATION: City of Fargo
Planning and Development Department
Attn: HUD Grant Administrator
225 4th Street North, Fargo ND 58102
701.241.1474
Planning@FargoND.gov

DRAFT PLAN AVAILABLE AT: www.fargond.gov/planninganddevelopment/plansandstudies
OR request through Planning & Development Department

Accessibility – Fargo City Hall is serviced by public transit, fully accessible and can accommodate persons with disabilities. Alternative formats of this information (e.g., Braille, American Sign Language, etc.) or reasonable accommodations for persons with hearing/vision impairments and/or other disabilities will be made upon request. Contact City of Fargo's Section 504/ADA Coordinator Bekki Majerus at 701.298.6966 to arrange for services (a 48 hour notice may be needed). To access TTY/ND Relay service dial 800.366.6888 or 711

Limited English – Reasonable steps will be taken to provide persons with limited English proficiency (LEP) meaningful access, including the availability of interpretation and translation services. Contact the City of Fargo Planning and Development Department at 701.241.1474 or Planning@FargoND.gov if services are needed.

Non-Discrimination Notice – In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.

Summary of Public Comments Received during May 23 through June 21, 2024 Public Comment Period		
Topic	Date of Comment	Comment Received
Childcare	5/29/2024 at 3:05 p.m.	<p>Thank you for the information asking for input on the use of federal HUD funds in Fargo. I thank you for your planning work and generally support your direction.</p> <p>In light of the benefits to children of family and neighborhood stability, I encourage you to give some consideration to child care facilities. I encourage you to explore the use of some HUD funding for childcare facilities on the grounds of our public schools with the Fargo Public School District managing the operation.</p> <p>The availability of childcare is a big driver of where people live and if they work. Moving children in a consistent upward path during their development in a consistent geographic location provides a sense of security so important to well being. I had hoped that the School District's long range plans would have addressed this too but maybe a partner like the City is needed to make it happen.</p> <p>Again, thank you for your work. I am committed to working on state dollars being added to this housing work.</p> <ul style="list-style-type: none"> - Received via email from Tim Mathern, Senator of North Dakota State Senate
Citizen Participation	5/28/2024 at 4:32 p.m.	<p>I have actively participated in the Citizen Participation Plan for HUD Programs in previous years and would be honored to be involved again. Fargo is undergoing significant changes, and our city's programs must reflect this evolving dynamic. Ensuring that the voices of New Americans are included in these discussions is essential for creating services that truly benefit our diverse community. Thank you for prioritizing citizen input to shape the future of our city.</p> <ul style="list-style-type: none"> - Received via email from Ahmed Makaraan, Executive Director of Ethnic Self Help Alliance for Refugee Assistance (ESHARA)

**RESOLUTION APPROVING THE 2024 ANNUAL ACTION PLAN AND
AMENDMENTS TO THE 2023 ACTION PLAN, 2020-2024 CONSOLIDATED PLAN,
AND CITIZEN PARTICIPATION PLAN FOR THE COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) & HOME PROGRAMS**

**BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY
OF FARGO:**

WHEREAS, the City of Fargo receives Community Development Block Grant (CDBG) and HOME funds from United States Department of Housing and Urban Development (HUD); and

WHEREAS, in compliance with federal regulations, the City of Fargo has adopted its 2024 Annual Action Plan for the Community Development Block Grant (CDBG) & HOME programs, and amendments to the 2023 Action Plan, 2020-2024 Consolidated Plan, and Citizen Participation Plan, to make available housing and community development resources that primarily address the needs of low to moderate income persons in Fargo and that identify fair housing issues and other contributing factors; and

WHEREAS, the City of Fargo has conducted a required citizen participation process including a draft publication of the 2024 Annual Action Plan and amendments to the 2023 Action Plan, 2020-2024 Consolidated Plan, and Citizen Participation Plan; a public hearing; and a 30-day public comment period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota that the Mayor is herein authorized and directed to submit the 2024 Annual Action Plan and amendments to the 2023 Action Plan, 2020-2024 Consolidated Plan, and Citizen Participation Plan to the U.S. Department of Housing and Urban Development and enter into and execute contracts and other documents as necessary to effectuate activities identified in the plan.

CERTIFICATE

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

I, Timothy J. Mahoney, the duly elected, qualified and acting Mayor of the City of Fargo, North Dakota; and

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota,

DO HEREBY CERTIFY:

That the foregoing is a full, true and correct copy of the original Resolution, and the whole thereof approving the City of Fargo's 2024 Annual Action Plan for the Community Development Block Grant (CDBG) & HOME programs as described in the foregoing Resolution; which Resolution was duly adopted by the Board of City Commissioners of the City of Fargo, North Dakota, at the meeting of the Board held June 24, 2024 at which Regular Meeting all members present voted in favor of the adoption of the Resolution; and

That such Resolution is now a part of the permanent records of the City of Fargo, as such records are now filed in the office of the City Auditor.

(SEAL)

Timothy J. Mahoney,
Mayor of the City of Fargo, North Dakota

ATTEST:

Steven Sprague, City Auditor

On this ____ day of _____, 2024, before me, _____, a Notary Public in and for Cass County, in the State of North Dakota, personally appeared Timothy J. Mahoney, known to me to be the Mayor of the City of Fargo, North Dakota, and Steven Sprague, City Auditor of the City of Fargo, a municipal corporation under the laws of the State of North Dakota, and they acknowledged to me that they executed the foregoing instrument.

Notary Public, Cass County, North Dakota

CITY ATTORNEY
Nancy J. Morris

ASSISTANT CITY ATTORNEYS
Ian R. McLean ■ Alissa R. Farol ■ William B. Wischer

June 20, 2024

24

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

RE: Purchase Agreement with Red River Properties, LLP

Dear Mayor and Commissioners,

Presented for your approval please find a Purchase Agreement executed by the Seller, Red River Properties, LLP. As you may recall, the city of Fargo has been leasing the building located at 105 25th Street North for use as the Fargo Police Department since 2017. The Lease provides for monthly payments currently in the amount of \$ 84,520/month for a period of 5 years, at which time the lease amount will increase to \$ 95,440/month. The Lease further provides the City the opportunity to purchase the property after the first term of the Lease. The City Commission was presented with that opportunity on March 6, 2023, and directed the Mayor to provide the Notice of Intent to Exercise Option to Purchase (copy attached). The Notice of Intent to Purchase was presented to the Seller by Certified Letter dated May 22, 2023, and the process to determine the purchase price commenced. On July 27, 2023, the City obtained an appraisal completed by Petter Eriksmoen, Appraisal Services, Inc. The Appraisal was reviewed and determined to be acceptable and was then shared with the Seller. The Seller similarly accepted the appraisal determining a market value of \$12,620,000. Nevertheless, the parties engaged in negotiations to reduce the purchase price, recognizing the improvements made to the property and the goodwill established between the parties. Seller agreed to reduce the appraised value by \$800,000, resulting in a purchase price of \$11,820,000. Staff is recommending acceptance of the Purchase Agreement, as presented. A closing near the end of November 2024 has been agreed upon, allowing the City adequate time to complete the financing contemplated at the time the Lease was entered into.

Suggested Motion: Approve the Purchase Agreement for the property located at 105 25th Street North and direct staff to secure the necessary financing and proceed to closing as appropriate.

Regards,



Nancy J. Morris

Enclosure

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (Agreement), is entered into as of the date of the last signature hereto (the Effective Date), by and between Red River Properties, LLP, a North Dakota limited liability partnership (Seller), whose address is 3200 11th Street South, Unit 109, Fargo, ND 58104, , and the city of Fargo, a North Dakota municipal corporation (Buyer), whose address is 225 4th Street North, Fargo, ND 58102.

1. **Sale of Property.** Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller:

a. Certain real property commonly known as 105 25th Street North and 131 24th Street North, Fargo, North Dakota (the Fargo Police Department), and more particularly described on attached Exhibit A, together with all buildings, improvements and fixtures thereon, and together with all hereditaments and appurtenances belonging or in any way connected thereto (Real Property).

b. All of Seller's right, title and interest in and to the following (to the extent assignable): (i) all warranties and guaranties (express or implied) issued to the Seller in connection with the Real Property; (ii) all licenses, permits, certificates of occupancy and other consents or approvals from governmental authorities or private parties which relate to the Real Property (collectively, Licenses), if any; (iii) intangible property specifically relating to only the Real Property (collectively, the "Intangibles"); and (iv) all plans, specifications, drawings, studies, and other documents pertaining to the Real Property (Plans).

2. **Purchase Price and Payment.** The purchase price to be paid by Buyer to Seller for the Property shall be the sum of the accepted As-Is Market Value appraisal completed by Real Estate Appraisers and Consultants in the amount of \$12,620,000, less \$800,000, for a total of US \$11,820,000.00 (the "Purchase Price"). The Purchase Price shall be payable on the date of closing, which shall be no later than November 30, 2024, at which time all Lease obligation of Buyer shall cease. Rent shall continue to date of closing.

3. **Title Examination.** Seller has provided to Buyer Abstracts of Title covering the Real Property, and Buyer has updated same, including all appropriate searches (whether one or more, the "Abstract"). Buyer may, at its expense, order a title insurance commitment (the "Title Commitment") covering the Real Property, showing all matters affecting title to the Real Property and binding the Closing Agent to issue at Closing a standard form of ALTA Owner's Policy of Title Insurance and copies of all instruments (the "Exception Instruments") referenced as exceptions in the Title Commitment. Further, Buyer may, in Buyer's sole and absolute discretion and at Buyer's expense, order an ALTA Survey of the Real Property ("Survey") prepared by a duly licensed North Dakota surveyor or surveying firm selected by Buyer. The Abstract, Title Commitment, Exception Instruments and/or the Survey shall be referred to, collectively, as the "Title Evidence".

Buyer shall, at its expense, examine title and object to any matters disclosed thereby that Buyer reasonably determines may interfere with Buyer's proposed use of or improvements to the Real

Property (the "Objections"), such Objections to be made, if at all, in writing delivered to Seller not later than 30 days following the Effective Date. Anytime thereafter and prior to the Closing Date, Buyer may, at its expense, update the Title Evidence and Buyer shall have the right to make Objections to any new matters disclosed in such updates, other than any matters to which Buyer is a party or Buyer has approved in writing prior to the recording thereof. Seller shall, at its expense, diligently undertake to reasonably resolve all Objections timely made, and if necessary, the Closing Date shall be extended to allow Seller to do so. If all Objections are not corrected within 180 days' from the date that the written Objection is delivered to Seller, this Agreement may be terminated at the written option of Buyer, and upon such termination, neither Seller nor Buyer shall have any further obligation with respect to this Agreement. If all Objections are corrected within said time, or Buyer elects to close notwithstanding any uncorrected matters, the parties shall promptly close this transaction, and Seller shall have no further obligations with respect to any remaining Objections.

4. Closing. This transaction shall close (the "Closing") on or before November 30, 2024 (the "Closing Date").

a. On the Closing Date, Seller shall execute and deliver to Buyer the following:

i. A Warranty Deed conveying the Real Property to Buyer with the following warranties of title: except as to installments of real estate taxes and special assessments not yet due and payable and reservations, easements, covenants, conditions, restrictions and the like of record, if any: [a] Grantor has not done or suffered any act or thing whereby the Real Property or any part thereof, now or at any time hereafter, is or may be encumbered in any manner; and [b] Grantor will warrant the title to the Real Property against all persons claiming any interest from or through Grantor as a result of any such act or thing, but not otherwise.

ii. All other documents affecting title to and possession of the Fargo Police Department Property and reasonably requested by Buyer or the Closing Agent to transfer or assign the same to Buyer.

b. On the Closing Date, the Purchase Price to be paid either in certified funds or by wire transfer in accordance with wiring instructions provided by Seller.

c. The Closing and delivery of all such documents shall take place at The Title Company, Fargo, ND 58103, or at the office of such other closing/title agent as may be agreed upon by Buyer and Seller in writing (the "Closing Agent").

d. Real estate taxes and any installments of special assessments for the year of Closing and prior years shall be paid by Buyer.

5. Buyer shall pay for reasonable Abstract update costs, preparation of the deed, one-half of any reasonable closing fee charged by the Closing Agent, all elements of the Buyer Feasibility Review, title examination and any title insurance required by Buyer or its lender, and the costs of recording the deed. Seller shall pay for any costs of curing Objections and one-half of

any reasonable closing fee charged by the Closing Agent. All costs and expenses for other services and items shall be paid by the party who is responsible for same under other terms of this Agreement, or the party ordering same, if the allocation of same is not described in this Agreement.

6. **Condition of Premises.** The Premises are sold "as is" with all faults and virtues, with no express or implied representations or warranties by Seller as to the physical conditions or fitness for any particular purpose or of any other nature whatsoever.

7. **Assignment.** Buyer may not, without the prior written consent of Seller, which consent may be withheld at Seller's sole discretion, assign this Agreement. No assignment shall relieve Buyer of its obligations under this Agreement.

8. **Survival.** All of the terms, covenants, conditions, representations, warranties and agreements of this Agreement shall survive and continue in force and effect and shall be enforceable after the Closing Date and delivery of the Special Warranty Deed.

9. **Notices.** Any notice or election required or permitted to be given or served by any party hereto upon any other party shall be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, (b) mailed by United States certified mail, return receipt requested with postage prepaid, or (c) delivered by nationally recognized courier, utilizing the "overnight" option and with delivery charges prepaid, and in any case properly addressed to the applicable party's address as provided at the top of the first page of this Agreement. Notices shall be deemed given at the time of delivery if by personal delivery, or as of the date deposited in the mails or with such courier, as applicable. Any party may change its address for service of notice by providing the other party notice in the manner specified above. The legal counsel of a party to this Agreement may give a notice on such party's behalf.

10. **Binding Effect/Entire Agreement/Modification.** This Agreement shall become effective and shall be binding upon the parties only after it has been executed by each of the parties. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Fargo Police Department Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties.

11. **Timing.** Time is of the essence as to all dates and time periods set forth in this Agreement. With respect to computation of time periods provided in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, and any time period provided in this Agreement which shall end on a day other than a Business Day shall automatically extend to, and end on, the next Business Day thereafter. "Business Day" means a day other than (i) a Saturday, Sunday or legal holiday on which banking institutions in the State of North Dakota are authorized to remain closed, or (ii) a day on which the New York Stock Exchange is closed.

12. **Construction/Interpretation.** This Agreement has been made and entered into under the laws of the State of North Dakota and said laws shall control its interpretation. The parties have each consulted and reviewed, or had opportunity to consult and review, this Agreement with their respective legal counsel, and no rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document shall be operative against either party. The headings/captions appearing in this Agreement are for convenience only, are not a part of and not to be considered when interpreting this Agreement. When used herein, the singular shall include the plural, the plural shall include the singular, and the use of one gender shall include all other genders, as and when the context so requires.

13. **Counterparts/Facsimile Signatures.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one, complete Agreement. A copy of this Agreement delivered as or by .pdf, facsimile or other electronic means containing a party's signature shall be deemed such party's original, binding signature.

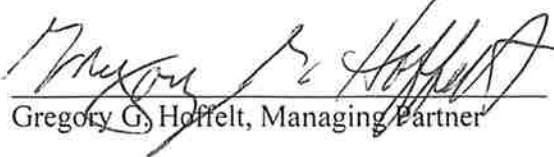
14. **Forum/Legal Expenses.** If any case, suit or proceeding shall be brought by one party to this Agreement against the other: (a) the same shall be venued in a court of competent jurisdiction in Cass County, North Dakota; and (b) the prevailing party shall be entitled to recover all costs and expenses incurred by the prevailing party related thereto, including reasonable attorney's fees and the costs of appeal.

15. **Brokers.** Seller and Buyer represent and warrant to each other that it has not dealt with nor entered into any agreement with any real estate broker, agent, finder, or any other party in connection with the Fargo Police Department Property or this transaction, and it has taken no action that would result in any real estate broker's, finder's, or other fees or commissions being due with respect to the transaction contemplated by this Agreement.

[The remainder of this page intentionally left blank – signature page follows]

Dated this 20th day of June, 2024.

RED RIVER PROPERTIES, LLP, a North Dakota
Limited Liability Partnership



Gregory G. Hoffelt, Managing Partner

Dated this ____ day of _____, 2024.

CITY OF FARGO, a North Dakota municipal
corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 24, inclusive, and the vacated East-West alley, all in Block 24, Tyler's Addition to the City of Fargo, Cass County, North Dakota.

-AND-

Lots 23, 24, 25, 26, 27 and 28 and the South 40 feet of Lot 29, in Block 23, and the West one-half of vacated alley abutting said Lots in said Block 23, all in Tyler's Addition to the City of Fargo, Cass County, North Dakota.

-AND-

Lots 6 and 7, McDermott's Subdivision of Lots 8 through 22, inclusive, and the abutting alley of said Block 23 of Tyler's Addition, to the City of Fargo, Cass County, North Dakota.



(25)

FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

COPY

To: City Commissioners

From: Chief David B. Zibolski

Date: June 20, 2024

RE: Permission to Work with Fargo City Attorney to Revise Ordinance 11-0907

Dear City Commissioners,


I seek your permission to work with the City Attorney to draft a revision to the City of Fargo ordinance, section 11-0907, "Penalty for Violation of Littering of Public Places by Contractors."

Fargo Municipal Code section 11-0907, established in 1962, currently states any violation of ordinance 11-0901 "Littering of Public Places by Contractors" to be punishable by a \$100 fine or up to 90 days in jail. However, 11-901 is currently an infraction, which means that it can only be punishable by up to \$1000 fine with no possibility of incarceration. It is recommended that ordinance 11-0907 be updated to reflect the current level of offense for 11-0901.

Suggested Motion:

I request the Commission direct the City Attorney to prepare amendments to Fargo Municipal Code, section 11-0907, as it relates to "Penalty for Violation of Littering of Public Places by Contractors" for Commission review.

Sincerely,

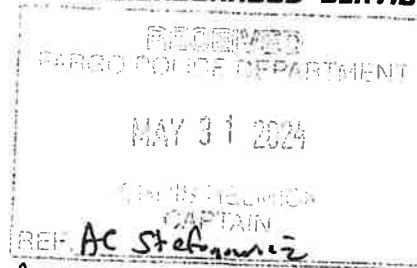

David B. Zibolski
Chief of Police



FARGO POLICE DEPARTMENT

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

NEIGHBORHOOD SERVICES DIVISION



MEMORANDUM

To: Captain Christopher Helmick
From: Truck Regulatory Officer Josh Marvig *JM*
Date: 05/24/2024
RE: City Ordinance 11-0907 Amendment

*Recommend requesting W.I.I
to submit this to
Commission*

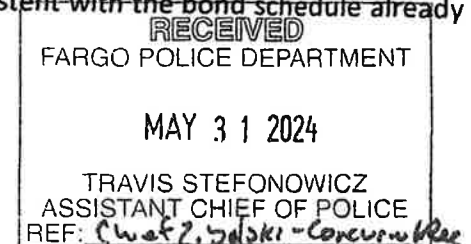
This memorandum's purpose is to obtain Fargo Police Executive Staff approval and the Chief's request to Fargo City Prosecutor William Wischer to seek amending 11-0907, Penalty for Littering Contractors:

Every person, firm, association, or corporation convicted of a violation of any of the provisions of this article or of any failure to comply with any order of the chief of police or commissioner of streets, shall upon conviction, be punished by a fine of not to exceed \$100 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment, in the discretion of the court, the court to have power to suspend said sentence and to revoke the suspension thereof. Each day any person, firm, association, or corporation shall violate any of the provisions of this article shall constitute a separate offense.

Due to ongoing issues, the City Prosecutor's Office and I were reviewing City Ordinances in relation to fluid spills on public roadways. During that, Prosecutor Wischer noticed that 11-0901 (Unlawful dumping and littering by contractors) is listed as an infraction on the current City of Fargo Bond Schedule. However, 11-0907 which covers the violations 11-0901 through 11-0906 requires it be a criminal offense with a penalty of up to 90 days in jail and \$100 fine. Prosecutor Wischer noted that 11-09 was enacted in 1962 and City criminal offenses are now only allowed a maximum of 30 days of punishment. This ordinance is no longer compliant with state statute for maximum fine and jail time for this level of offense.

Attached are drafts of Prosecutor Wischer's proposed 11-0907 ordinance amendment. I have also included a copy of 11-0901. Additionally, any jail time for 11-09 offenses seems inappropriate and limiting to \$100 fine, depending on how severe the offense is, also does not seem appropriate. However, an infraction still also allows the City of Fargo to still seek restitution through a Municipal Court conviction for any costs incurred to clean or restore public property due to violations of 11-0901. This also keeps the ordinances consistent with the bond schedule already in place.

Please contact me with any questions or concerns.



RECEIVED
FARGO POLICE DEPARTMENT

JUN 03 2024

DAVID B ZIBOLSKI
CHIEF OF POLICE

REF: City Atty N. Morris

- PLEASE REVIEW & AGENDIZE
AS YOU DEEM APPROPRIATE
- PD supports Amendment

cc: - FILE

- CHIEF HERRICK

AN ORDINANCE AMENDING SECTION 11-0907 OF ARTICLE 11-09 OF
CHAPTER 11 OF THE FARGO MUNICIPAL CODE
RELATING TO PENALTY FOR
LITTERING OF PUBLIC PLACES BY CONTRACTORS

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

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

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

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

NOW, THEREFORE,

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

Section 1. amendment.

Section 11-0907 of Article 11-09 of Chapter 11 of the Fargo Municipal Code is hereby amended as follows:

11-0907. - Penalty for violation of article.

Every person, firm, association, or corporation convicted of a violation of any of the provisions of this article or of any failure to comply with any order of the chief of police or commissioner of streets, shall upon conviction, be guilty of an infraction. ~~punished by a fine of not to exceed \$100 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment, in the discretion of the court, the court to have power to suspend said sentence and to revoke the suspension thereof.~~ Each day any person, firm, association, or

corporation shall violate any of the provisions of this article shall constitute a separate offense.

Section 2. Penalty.

A person who violates Fargo Municipal Code Article 11-09 shall be deemed to have committed an infraction and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

Section 3. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

11-0901 - Unlawful dumping and littering by contractors.

No contractor shall allow any vehicle to operate out of any construction site, regardless of whether the same shall be operated by the contractor, his agents, employees, or subcontractors, in such a manner as to dump, scatter, or deposit any rubbish, stones, wire, earth, ashes, cinders, sawdust, hay, glass, manure, filth, paper, snow, ice, dirt, grass, leaves, twigs, shrubs, construction waste, garbage, or other offensive or nauseous material on any street, alley, or public place.

Source: 1952 Rev. Ord. 1122 (1962).

REPORT OF ACTION**UTILITY COMMITTEE**

26

Project: WW1701

Type: Change Order #3-PKG Contracting, Inc.
Time Extension

Location: Water Reclamation Facility Phase IIB Expansion

Date of Hearing: 6-19--2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>6-24-2024</u>
Project File	<u> </u>

Jim Hausauer, Water Reclamation Facility (WRF) Utility Director, presented the attached memo describing a no cost time extension Change Order #3 for Project WW1701 from PKG Contracting. In 2014, the City of Fargo completed a Water Reclamation Facility (WRF) Plan to review the existing facilities condition & capacity. The facility plan assessed all process equipment and structural components of the WRF, as well as deficiencies associated with capacity, condition, and future regulations. The Phase II recommendations in the Facility Plan focused on expansion needs to meet the 20 year capacity requirements for Fargo growth and regionalization.

Components of the Phase IIB expansion include a combined head works building, hybrid Integrated Fixed Film Activated Sludge (IFAS) for biological treatment, final clarifiers, blower building, return & waste activated sludge (RAS/WAS) pump station, thickening building, primary digester, odor control, ancillary pumps, vaults and piping. Once operational the facility will double its capacity to treat 29 million gallons per day, serving a regional population of 270,700.

The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project is funded with a 30-year/2% Clean Water State Revolving Fund (CWSRF) loan. The debt is programmed to be repaid with rate & infrastructure sales tax funds and is included in our Revenue Adequacy Model. The CWSRF loans are broken into two components (construction \$151,500,000 & engineering \$21,229,000) as requested by the NDDEQ. Loan forgiveness funds are available within the CWSRF Program in North Dakota, and Project WW1701 Construction Loan 380715-05 has been determined to be eligible for loan forgiveness in the amount of \$4,348,770. In order to ensure that loan forgiveness funds are used expeditiously, we are required to use all loan forgiveness funds by June 30, 2026.

Project WW1701 was bid during the start of the COVID-19 pandemic in May 2020, thus early equipment deliveries were delayed when many businesses closed or slowed production. As this is a very large scale project, specialty wastewater equipment and materials were supplied by vendors throughout the world. The pandemic exacerbated existing supply chain shortages, material production and delivery issues. The Water Reclamation Utility has also identified some urgent equipment deficiencies with the existing (old) east train that need attention. Many of these (old) east train deficiencies were bid as an alternate with this project but were not selected due to high bid prices at that time. The Utility would like to revisit some of these alternates as prices are becoming more reasonable. With the pandemic delays in conjunction with the additional work requested by the Utility, Change Order #3 will revise/extend the final completion date from May 31, 2024 to June 1, 2025.

On a motion by Susan Thompson, seconded by Scott Liudahl, the Utility Committee voted to approve Project WW1701 Change Order #3 from PKG Contracting Inc. for a time extension from May 31, 2024 to June 1, 2025.

RECOMMENDED MOTION:

Concur with the Utility Committee recommendation and approve Project WW1701 Change Order #3 from PKG Contracting Inc. for a no cost time extension from May 31, 2024 to June 1, 2025.

COMMITTEE	Present	Yes	No	Unanimous X X Proxy
Denise Kolpack, City Commissioner	X	X	Virtual	
Susan Thompson, Finance Director	X	X		
Brian Ward, Water Plant Superintendent	X	X		
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, Temp. PT City Administrator	X	X		
Scott Liudahl, City Forester	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Jim Hausauer, Water Reclamation Utility Di	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director				
Tom Knakmuhs, City Engineer	X	X		
Dan Portlock, Water Utility Engineer				
Brenda Derrig, Assistant City Administrator	X	X	Virtual	

ATTEST:



Jim Hausauer
Water Reclamation Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

MEMORANDUM

June 19, 2024

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *JA*
Re: Project #WW1701 Change Order #3 – Time Extension
PKG Construction

Background

In 2014, the City of Fargo completed a Water Reclamation Facility (WRF) Plan to review the existing facilities condition & capacity. The facility plan assessed all process equipment and structural components of the WRF, as well as deficiencies associated with capacity, condition, and future regulations. The Facility Plan recommendations were prioritized via a phased approach based on immediate needs and deficiencies, with a goal to adequately treat projected hydraulic and organic loading over the next 20-plus years. The Phase II recommendations in the Facility Plan focused on expansion needs to meet the 20 year capacity requirements for Fargo growth and regionalization. A Preliminary Engineering Report (PER) in 2017 identified the basis of design for the facility improvements, recommended treatment technologies and opinions of probable costs.

Phase IIB Improvements

Components of the Phase IIB design include a combined head works building, hybrid Integrated Fixed Film Activated Sludge (IFAS) for biological treatment, final clarifiers, blower building, return and waste activated sludge (RAS/WAS) pump station, thickening building, primary digester, odor control, and ancillary pumps, vaults and piping. Once operational the facility will double its capacity to treat 29 million gallons per day, serving a regional population of 270,700.

The Hybrid Integrated Fixed Film Activated Sludge (IFAS) technology utilizes three stages

1. An anaerobic zone to reduce biological phosphorus
2. An anoxic zone for denitrification
3. An oxygen/aerobic zone w/media to reduce biochemical oxygen demand (BOD) and ammonia.

Funding

The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project is funded with a 30-year/2% Clean Water State Revolving Fund (CWSRF) loan. The debt is programmed to be repaid with rate & infrastructure sales tax funds and is included in our Revenue Adequacy Model. The CWSRF loans are broken into two components (construction \$151,500,000 & engineering \$21,229,000) as requested by the NDDEQ. Phase IIA is now complete, and Phase IIB is now over 85% complete.

Loan forgiveness funds are available within the CWSRF Program in North Dakota. The Project WW1701 Construction Loan 380715-05 has been determined to be eligible for this loan forgiveness in the amount of \$4,348,770. In order to ensure that loan forgiveness funds are used expeditiously, we are required to use all loan forgiveness funds by June 30, 2026.

Project WW1701-Change Order #3

Project WW1707 was bid during the start of the COVID-19 pandemic in May 2020, thus early equipment deliveries were delayed when many businesses closed or slowed production. As this is a very large scale project, specialty wastewater equipment and materials were supplied by vendors throughout the world. The pandemic exacerbated existing supply chain shortages, material production and delivery issues. The Water Reclamation Utility has also identified some urgent equipment deficiencies with the existing (old) east train that need attention. Many of these (old) east train deficiencies were bid as an alternate with this project but were not selected due to high bid prices at that time. The Utility would like to revisit some of these alternates as prices are becoming more reasonable. With the pandemic delays in conjunction with the additional work requested by the Utility, Change Order #3 will revise/extend the final completion date from May 31, 2024 to June 1, 2025.

Recommended Motion

Approve attached Change Order #3 from PKG Construction for a Time Extension completion date from May 31, 2024 to June 1, 2025 for Project WW1701 (Water Reclamation Facility Phase II B Improvements).

Change Order No. 3

Date of Issuance:

Effective Date:

Owner: City of Fargo, ND

Owner's Contract No.: WW1701

Contractor: PKG Contracting

Contractor's Project No.: 1811

Engineer: Apex Engineering Group

Engineer's Project No.: 18.102.0114

Project: Fargo WWTF Expansion Phase IIB

Contract Name: Phase IIB Expansion

The Contract is modified as follows upon execution of this Change Order:

Description: Change in contract times to allow for delays in equipment delivery due to the Covid 19 pandemic. Early equipment delays and material shortages caused by business shut downs both locally and globally resulted in a delay of overall project completion.

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>123,950,000.00</u>	Original Contract Times: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>May 31, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>40,300.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>123,990,300.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>May 31, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>52,443.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>April 30, 2025</u> Ready for Final Payment: <u>June 1, 2025</u> days or dates
Contract Price incorporating this Change Order: \$ <u>124,042,743.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>April 30, 2025</u> Ready for Final Payment: <u>June 1, 2025</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:

By:

By:

Engineer (if required)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Title: Project Manager

Title: Mayor

Title: Project Manager

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:



701.373.7980
4733 Amber Valley Parkway
Fargo, ND 58104

June 12, 2024

Mr. James Hausauer
City of Fargo
3400 North Broadway
Fargo, ND 58102

RE: Fargo Wastewater Treatment Facility
Phase IIB Expansion
Apex Project No. 18.102.0114
Change Order #3

Dear Mr. Hausauer,

The Phase IIB Expansion Project at the Wastewater Treatment Facility has been under construction since May of 2020. Main components of the project include:

- Construction of a new headworks including influent pumping, drum screens, vortex grit removal, screening and grit washing, and odor control
- New in plant waste pump station
- New integrated fixed film activated sludge (IFAS) treatment process
- New blower building
- New final clarifiers and scum pump station
- New RAS/WAS pump station
- New reuse water pumping and distribution system
- New thickening building
- New primary digester and primary digester rehabilitation
- Dewatering building improvements
- Digested sludge pumping improvements
- New dewatering filtrate flow equalization
- Process piping, site utilities, miscellaneous site work and paving
- New storm water lift station #24

The work to date in the Headworks, IFAS, Final Clarifiers, Thickening Building, underground utilities and Storm Lift Station areas has put the project at about 85% complete. There has been 2 change order to date for this \$123,950,000 project, which shifted remaining work from the Phase IIA project to this project for construction sequencing purposes and added \$52,443 to the contract for changes necessary due to a deeper storm water pipe than expected.

Mr. Hausauer
June 12, 2024
Re: Change Order #3
Page 2 of 2

The project bid during the start of the COVID-19 pandemic. As a result, early equipment deliveries were delayed during times when businesses were closed. With a large project of this scale, specialty wastewater equipment and other construction items were supplied by companies around the world. The pandemic caused material shortages and equipment delivery delays. The original project schedule was substantial completion in December of 2023 and final completion in May of 2024. As of the date of this Amendment, the following major work tasks remain:

- Primary Digester #4 Construction
- Boiler #1 Installation
- Digester Gallery Piping and Heat Exchangers
- Filtrate Equalization Pump Station
- Filtrate Equalization Tank
- Site Paving
- Site Fencing and Landscaping
- Punch List, Closeout, Record Drawings
- 1-Year Warranty Inspection

PKG Contracting is requesting a change order to change the completion dates as follows:

	<u>Substantial Completion</u>	<u>Final Completion</u>
Original	December 31, 2023	May 31, 2024
CO #3	April 30, 2025	June 1, 2025

Apex agrees with this proposed change to the original contract completion dates. Similar equipment delays and material shortages have been common for other projects in the water/wastewater industry.

If approved, please sign the attached Change Order 3 form and return to me for processing.

Apex Engineering Group, Inc.



Karla Olson, PE
Project Manager

CC: Mark Miller – City of Fargo
Elizabeth Tokach-Duran, NDDEQ

Phase IIB Alternates

- Bid the rehabilitation existing East Train as an alternate
 - Alternates do not increase capacity
 - Will eventually need to be rehabilitated
 - Chose not to accept Alternates 1-6 due to the price of the base bid
- Actual Bid: \$12,846,000
 - ◆ Alternate #1 – Operations Building/Lab Improvements- \$291,000
 - ◆ Alternate #2 – Trickling Filter Lift Station Rehab- \$3,120,000
 - ◆ Alternate #3 – Administration Building- \$4,654,000
 - ◆ Alternate #4 - East Train Vault Rehab- \$269,000
 - ◆ Alternate #5 – Effluent Force Main- \$4,340,000
 - ◆ Alternate #6 – Secondary Digester Rehab- \$452,000
 - ◆ **Alternate #7 – VFD Manufacturer Deduct- (\$280,000):**
ACCEPTED

REPORT OF ACTION

UTILITY COMMITTEE

27

Project: WW1701

Type: Amendment #1 to Task Order #23
Apex Engineering Group

Location: Water Reclamation Facility Phase IIB Expansion

Date of Hearing: 6-19-2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>6-24-2024</u>
Project File	<u> </u>

Jim Hausauer Water Reclamation Utility Director, presented the attached memo associated with Amendment #1 for Task Order #23 from Apex Engineering Group. In 2014, the City of Fargo completed a Water Reclamation (WRF) Facility Plan to review the existing facilities condition & capacity. The facility plan assessed all process equipment and structural components of the WRF, as well as deficiencies associated with capacity, condition, and future regulations. The Phase II recommendations in the Facility Plan focused on expansion needs to meet the 20 year capacity requirements for Fargo growth & regionalization.

Components of the Phase IIB expansion include a combined head works building, hybrid Integrated Fixed Film Activated Sludge (IFAS) for biological treatment, final clarifiers, blower building, return and waste activated sludge (RAS/WAS) pump station, thickening building, primary digester, odor control, and ancillary pumps, vaults and piping. Once operational the facility will double its capacity to treat 29 million gallons per day, serving a regional population of 270,700.

The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion and the debt service is included in the Revenue Adequacy (RA) Model. The project is funded with a 30 year/2% Clean Water State Revolving Fund (SRF) loan, and the debt is programmed to be repaid with rate funds and infrastructure sales tax. The CWSRF loans were broken into two separate loans (construction and engineering) as requested by the NDDEQ. The engineering loan has over \$1M dollars available/unused at this time.

Apex Task Order #23 provides project management, construction observation/administration, start-up and warranty phase services for the Phase IIB expansion. Apex Engineering Group was selected through a competitive proposal process in the fall of 2017 for this project.

Project WW1701 was bid during the start of the COVID-19 pandemic in May 2020. Early equipment deliveries were delayed when many businesses closed or slowed production. With the large scale of this project, specialty wastewater equipment and other project materials were supplied by vendors throughout the world, and the pandemic exacerbated material & equipment shortages resulting in extended delivery delays. The Water Reclamation Utility has also identified some urgent equipment deficiencies with the existing (old) east train that need attention. Many of the (old) east train deficiencies were bid as alternates with this project, but were not selected due to high bid prices. The Utility would like to revisit some of these alternates as prices are becoming more reasonable.

The pandemic delays in conjunction with additional work requested by staff, the revised completion date is June 1, 2025. Task Order #23-Amendment #1 will provide for additional design modifications, construction administration, & observation/inspection services for the extended completion date. Note: This Amendment will result in total construction observation/administration, startup, warranty services to be 5.7% of the total construction costs, well below industry standards.


On a motion by Troy Hall, seconded by Scott Olson, the Utility Committee voted to approve Amendment #1 to Task Order #23 from Apex Engineering Group in the amount of \$715,250 for an additional year of Project Management, Construction Administration/Observation, Startup, Warranty and Design Services for Project WW1701.

RECOMMENDED MOTION:

Concur with the Utility Committee recommendation and approve Amendment #1 to Task Order #23 from Apex Engineering Group in the amount of \$715,250 for an additional year of Project Management, Construction Administration/Observation, Startup, Warranty and Design Services for Project WW1701.

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

ATTEST:


 Jim Hausauer
 Water Reclamation Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

MEMORANDUM

June 19, 2024

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *JA*
Re: Task Order #23 – Amendment #1 (Apex Engineering Group)
Project Mgt., Construction Observation/Administration & Additional Design
(Project WW1701 – Phase IIB Expansion)

Background

In 2014, the City of Fargo completed a Water Reclamation (WRF) Facility Plan to review the existing facilities condition & capacity. The facility plan assessed all process equipment and structural components of the WRF, as well as deficiencies associated with capacity, condition, and future regulations. The Facility Plan recommendations were prioritized via a phased approach based on immediate needs and deficiencies, with a goal to adequately treat projected hydraulic and organic loading over the next 20-plus years. The Phase II recommendations in the Facility Plan focused on expansion needs to meet the 20 year capacity requirements for Fargo growth & regionalization. A Preliminary Engineering Report (PER) in 2017 identified the basis of design for the facility improvements, recommended treatment technologies and opinions of probable costs.

Phase IIB Improvements

Components of the Phase IIB design include a combined head works building, hybrid Integrated Fixed Film Activated Sludge (IFAS) for biological treatment, final clarifiers, blower building, return and waste activated sludge (RAS/WAS) pump station, thickening building, primary digester, odor control, and ancillary pumps, vaults and piping. Once operational the facility will double its capacity to treat 29 million gallons per day, serving a regional population of 270,700.

Funding

The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion and the debt service is included in the Revenue Adequacy (RA) Model. The project is funded with a 30 year/2% Clean Water State Revolving Fund (SRF) loan, and the debt is programmed to be repaid with rate funds and infrastructure sales tax. The CWSRF loans were broken into two separate loans (construction and engineering) as requested by the NDDEQ. The engineering loan has over \$1M dollars available/unused at this time.

Task Order #23-Amendment #1

Apex Task Order #23 provides project management, construction observation/administration, start-up and warranty phase services for the Phase IIB expansion. Apex Engineering Group was selected through a competitive proposal process in the fall of 2017 for this project.

Project WW1701 was bid during the start of the COVID-19 pandemic in May 2020. Early equipment deliveries were delayed when many businesses closed or slowed production. With the large scale of this

project, specialty wastewater equipment and other project materials were supplied by vendors throughout the world, and the pandemic exacerbated material & equipment shortages resulting in extended delivery delays. The Water Reclamation Utility has also identified some urgent equipment deficiencies with the existing (old) east train that need attention. Many of the (old) east train deficiencies were bid as alternates with this project, but were not selected due to high bid prices. The Utility would like to revisit some of these alternates as prices are becoming more reasonable.

With the pandemic delays in conjunction with the additional work requested by staff, the revised completion date is June 1, 2025. Task Order #23 - Amendment #1 will provide for additional design modifications and construction administration, observation/inspection services to extend the completion date from May 2024 to June 2025. Note: This Amendment will result in total construction observation/administration, startup, warranty services to be 5.7% of the total construction costs, well below industry standards.

Recommended Motion

Approve attached Amendment #1 for Task Order #23 from the Apex Engineering Group in the amount of \$715,250 for an additional year of Project Management, Construction Observation/Administration, Startup, Warranty and Design Services for Project WW1701 (Water Reclamation Facility Phase II Improvements).

Phase IIB Alternates

Bid the rehabilitation existing East Train as an alternate

- Alternates do not increase capacity
- Will eventually need to be rehabilitated
- Chose not to accept Alternates 1-6 due to the price of the base bid

Actual Bid: \$12,846,000

- ♦ Alternate #1 – Operations Building/Lab Improvements- \$291,000
- ♦ Alternate #2 – Trickling Filter Lift Station Rehab- \$3,120,000
- ♦ Alternate #3 – Administration Building- \$4,654,000
- ♦ Alternate #4 - East Train Vault Rehab- \$269,000
- ♦ Alternate #5 – Effluent Force Main- \$4,340,000
- ♦ Alternate #6 – Secondary Digester Rehab- \$452,000
- ♦ **Alternate #7 – VFD Manufacturer Deduct- (\$280,000):**
ACCEPTED

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 1, 2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Task Order No. 23 – Amendment No. 1

The Effective Date of this Amendment is: June 24, 2024.

Background Data

Effective Date of Task Order 23 Agreement: May 4, 2020

Owner: City of Fargo, ND

Engineer: Apex Engineering Group, Inc.

Project: Construction Administration Services for WWTF Improvements – Phase IIB Expansion

Nature of Amendment:

- X Additional Services performed by Engineer
- X Modifications of payment to Engineer
- X Modifications to time(s) for rendering services

Description of Modifications:

The Contract Documents called for Substantial Completion to be achieved on December 31, 2023, and Final Completion to be achieved on May 31, 2024. As of the date of this Amendment, neither has been achieved.

As of the date of this Amendment, the following major work tasks remain:

- *Primary Digester #4 Construction*
- *Boiler #1 Installation*
- *Digester Gallery Piping and Heat Exchangers*
- *Filtrate Equalization Pump Station*
- *Filtrate Equalization Tank*
- *Site Paving*
- *Site Fencing and Landscaping*
- *Punch List, Closeout, Record Drawings*
- *1-Year Warranty Inspection*

This Amendment accounts for additional effort and reimbursable expenses for additional construction observation and administration that has already occurred and that is reasonably anticipated to be necessary to close out the project.

In addition, this Amendment includes design modifications and construction administration services for upgrades to the Trickling Filter Pump Station and existing East Train Vaults, which is Work added to the original Contract by Change Order.

Agreement Summary:

Original agreement amount:	\$ <u>8,047,500.00</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>715,250.00</u>
Adjusted Agreement amount:	\$ <u>8,762,750.00</u>

Change in time for services: *Extended to June 1, 2025*

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

City of Fargo

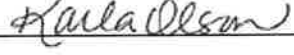
By: _____
Print
name: _____

Title: _____

Date Signed: _____

ENGINEER:

Apex Engineering Group, Inc.

By: 
Print
name: Karla J. Olson, PE

Title: Vice President

Date Signed: June 4, 2024



Water | Transportation | Municipal | Facilities

Scope of Services

Wastewater Treatment Facility Improvements Phase IIB Expansion – Construction Services Amendment #1

Fargo, North Dakota

City of Fargo, ND

June 24, 2024

Task No.	Description
1	Project Management
2	Construction Services

Project Background

The City of Fargo completed a Wastewater Treatment Facility (WWTF) Plan in 2014 to review the existing facility's condition and capacity; assess all process equipment and structural components of the WWTF; identify deficiencies regarding capacity, condition, safety and future regulations; and develop strategies to alleviate deficiencies and adequately treat the projected hydraulic and organic requirements of the facility over the next twenty-plus years.

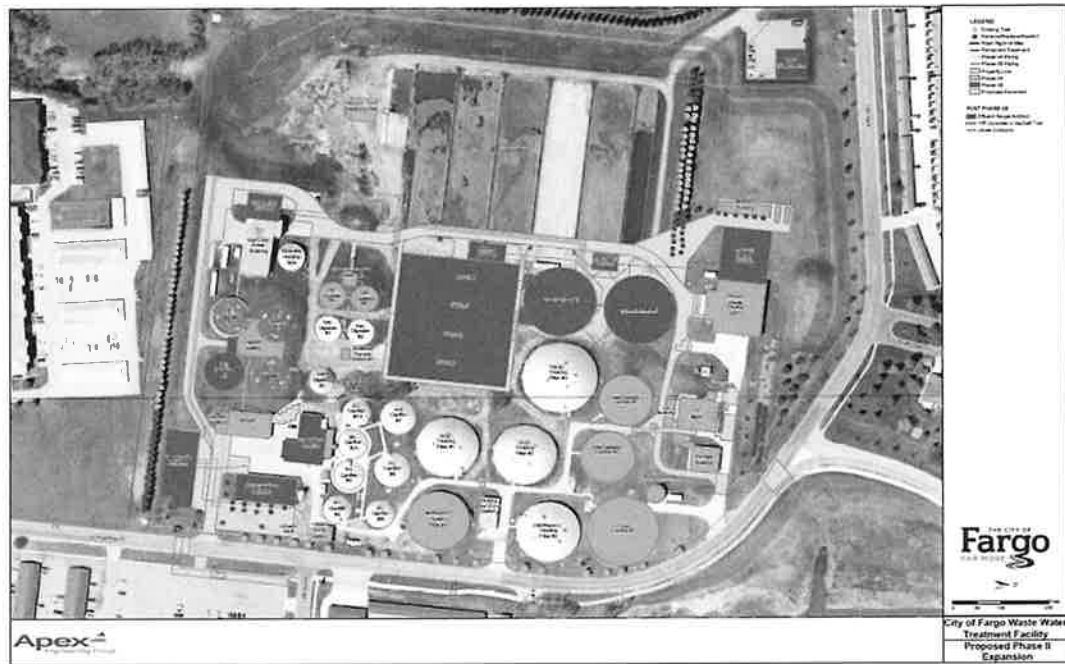
The Facility Plan recommendations were prioritized via a phased approach based on the most immediate needs. Phase I of the Facility Plan included equipment replacement and upgrades to existing facility components due to equipment age, condition, workers' safety and capacity. The Phase I improvement project was completed and addressed age and equipment condition issues necessary for reliable wastewater treatment; however, the improvements did not add additional capacity to the facility. The Phase II recommendations in the Facility Plan focused on the expansion needs for the facility to meet the projected 20-year wastewater capacity requirements for City of Fargo growth and regionalization.

To meet the schedule outlined in the Wastewater Service Agreement with West Fargo and continued growth of Fargo's regional facility, the following are part of the Phase IIB Expansion project.

- A new headworks facility with influent pumping, screening, grit removal and odor control
- A new west treatment train including biological nutrient removal
- Two new final clarifiers
- Blower building and associated electrical equipment
- Return activated sludge (RAS) and waste activated sludge (WAS) pumping
- RAS/WAS pump station with process control laboratory
- Thickening for scum and waste activated sludge
- New primary anaerobic digester
- Digester electrical room
- Primary digester rehabilitation
- Sludge pumping improvements
- Digester gallery heating, pumping, pipe and valve improvements
- Dewatering building improvements
- Dewatering filtrate equalization and pumping
- Odor and corrosion control
- Underground piping, manholes, vaults and valves
- Reuse water system pumping and distribution
- Storm sewer improvements including a new Lift Station 24
- Power distribution and communications improvements
- Electrical, instrumentation and control components
- Site grading, paving and landscaping

Project components included in Phase IIB are shown in the figure on the following page. The Phase IIB Expansion will provide capacity for approximately 270,700 people.

A Clean Water State Revolving Fund (SRF) loan application was submitted to the North Dakota Department of Environmental Quality (NDDEQ) and was approved. The SRF program will provide a 30-year 2% interest loan for the Phase II project, including the construction contract and all engineering services.



The project bid during the start of the COVID-19 pandemic. As a result, early equipment deliveries were delayed during times when businesses were closed. With a large project of this scale, specialty wastewater equipment and other construction items were supplied by companies around the world. The pandemic caused material shortages and equipment delivery delays. The original project schedule was substantial completion in December of 2023 and final completion in May of 2024. As of the date of this Amendment, the following major work tasks remain:

- Primary Digester #4 Construction
- Boiler #1 Installation
- Digester Gallery Piping and Heat Exchangers
- Filtrate Equalization Pump Station
- Filtrate Equalization Tank
- Site Paving
- Site Fencing and Landscaping
- Punch List, Closeout, Record Drawings
- 1-Year Warranty Inspection

In addition to the above items remaining, the Wastewater Utility identified some urgent equipment and condition deficiencies in the existing East Train, specifically the Trickling Filter Pump Station and existing Vaults. The additional work consists of the replacement of the following: pumps, valves, gates, hatches, doors, electrical, controls, coatings and HVAC. The Utility will fund the improvements with their existing low interest SRF loan of 2%. The revised completion date is June 1, 2025.

The engineering amendment is for Construction Administration services to extend the completion date from May of 2024 to June of 2025. In addition, the amendment includes construction engineering services to add the Trickling Filter Pump Station and vault improvements to the construction contract.

Task No. 1.0 – Project Management**Objective:**

Management of engineers and technicians through all phases of the project, including contract administration and coordination of quality assurance and quality control. Provide point of contact for City of Fargo.

Activities:

1. Review and execute contract between City of Fargo and Apex Engineering Group (Apex).
2. Oversee Engineers and Technicians assigned to the project.
3. Attend and report at project update meetings, as necessary.
4. Provide communications and coordination between City of Fargo, Sub-consultants, and Apex.
5. Provide quality assurance and quality control.

City of Fargo Responsibilities:

- ✓ Execute contract between City of Fargo and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Attend construction progress meetings.

Apex Responsibilities and Deliverables:

- ✓ Review and execute contract with City of Fargo in a timely manner.
- ✓ Gather, organize, review and return (if applicable) any necessary information.
- ✓ Schedule and attend project meetings.
- ✓ Communicate with City of Fargo on project updates and schedule.

Task No. 2.0 – Construction Services

Objective:

Administer construction of Phase IIB improvements including construction observation of all on site activities by various contractors.

Activities:

1. Conduct progress meetings at the WWTF between Owner, Engineer and Contractors.
2. Conduct shop drawing review.
3. Conduct operation and maintenance manual review.
4. Provide full time Resident Project Representative from Apex for construction observation.
5. Answer all requests for information (RFIs).
6. Process partial pay applications.
7. Develop preliminary and final punch lists.
8. Determine actual substantial and final completion dates.
9. Provide startup services and coordination.

City of Fargo Responsibilities:

- ✓ Attend progress meetings.
- ✓ Approve pay applications in a timely manner.
- ✓ Attend punch list inspections.

Apex Responsibilities and Deliverables:

- ✓ Conduct weekly progress meetings at the WWTF.
- ✓ Provide a Resident Project Representative during construction.
- ✓ Review shop drawings.
- ✓ Approve pay applications.
- ✓ Develop punch list for submittal to contractor.
- ✓ Develop substantial and final completion documents.
- ✓ Assist Owner during startup of various facilities and equipment.
- ✓ Final set of record drawings.
- ✓ Final operation & maintenance manuals.

Project Schedule

<u>Task/Activity</u>	<u>Date (Week of)</u>
- Execute Amendment for Engineering Services	June 24, 2024
- Substantial Completion of All Improvements	March 1, 2025
- Final Completion/Project Closeout	June 1, 2025

REPORT OF ACTION

UTILITY COMMITTEE

28

Project No. WA2451

Type: Bid Award
Softening Rehab ProjectLocation: 1997 Lime Softening Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 6/19/2024

<u>Routing</u>	<u>Date</u>
City Commission	6/24/2024
Project File	

Troy Hall, Water Utility Director, presented the attached bid recommendation for Project WA2451, LSWTP Secondary Softening Rehab. The low bid was 3.4 percent below the Engineer's Estimate. This project will rehabilitate three (3) Secondary lime softening trains that have been in service since 1997. Also, chemical feed systems and valves – associated with the lime softening systems will be updated. In 2016, the Water Utility completed master planning/facility plan for the 1997 Lime Softening Water Treatment Plant (LSWTP). Since that time, many of the treatment processes in the LSWTP have been updated. Project WA2451 will be the last large-scale treatment process update resulting from the 2016 planning. Costs for the project will be funded with a low-interest State Revolving Fund (SRF) loan.

MOTION:

On a motion by Mark Miller, seconded by Tom Knakmuhs, the Utility Committee voted to approve the bid award to CC Steel, LLC for Project WA2451 at a bid of \$5,660,000.

COMMITTEE:	Present	Yes	No	Unanimous
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner		<u>X</u>		
Brenda Derrig, Assistant City Administrator		<u>X</u>		
Susan Thompson, Finance Director		<u>X</u>		
Brian Ward, Water Plant Supt.		<u>X</u>		
Mark Miller, Wastewater Plant Supt.		<u>X</u>		
Bruce Grubb, Temp. Asst. City Administrator		<u>X</u>		
Scott Liudahl, City Forester		<u>X</u>		
James Hausauer, Water Recl. Utility Director		<u>X</u>		
Troy Hall, Water Utility Director		<u>X</u>		
Ben Dow, Public Works Operations Director				
Tom Knakmuhs, City Engineer		<u>X</u>		
Dan Portlock, Water Utility Engineer				
Scott Olson, Solid Waste Utility Director		<u>X</u>		

ATTEST:


 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

MEMORANDUM
June 14, 2024

To: Utility Committee

From: Troy B. Hall, Water Utility Director

Re: Project WA2451 Bid Award – Secondary Softening Basin Rehab

Construction bids were received at 11:30 am, local time, on Wednesday, June 5, 2024 for Project WA2451, Secondary Softening Rehab (See Engineer's Bid Review and Award Recommendation). A total of two (2) bids were opened from contractors for General Construction. CC Steel, LLC (CC Steel) was the low bidder in the amount of \$5,660,000 and recommended for approval by Water Utility staff. This bid was 3.4 percent below the Engineer's Estimate of \$6,000,000.

The project will rehabilitate secondary lime softening trains that have been in service since 1997. Included in the project, there will be some chemical feed system updates and coating replacement in chemical storage areas. Once Project WA2451 is completed, all major processes in the 1997 Lime Softening WTP will have been overhauled with technology updates to serve customers with drinking water in coming decades.



Picture of a Secondary Softening Basin in the Fargo WTP. Corrosion is visible both above and below that water surface.

Plan of Financing

Project WA2451 is planned to be funded with a low-interest State Revolving Fund (SRF) loan. It is included in the project list under an SRF loan that funds several projects, called 'Water Supply and Treatment Process Improvements'. Project WA2451 is in the Water Utility Capital Improvement Plan (CIP) and in the capital budget.

SUGGESTED MOTION:

Approve Bid Award with CC Steel, LLC for Project WA2451 in the amount of \$5,660,000.

Your consideration in this matter is greatly appreciated.



June 6, 2024

Mr. Troy Hall
Water Utility Director
City of Fargo
435 14th Ave S
Fargo ND 58103-4306

**Re: Fargo LSWTP Secondary Softening and Soda Ash Feeder Rehab
Engineer's Bid Review and Award Recommendation
Fargo Water Project No. WA2451**

Dear Mr. Hall:

Virtual bids were received at 11:30 a.m. on Wednesday, June 5, 2024 at the City Auditor's Office and opened at 11:45 a.m. in the Engineering Conference Room at the Fargo City Hall for the above referenced project. A total of two (2) bidders submitted bids and were read aloud. A bid tabulation is attached to this letter for your review.

The project was bid as a single contract, Contract No. 1 – General Construction, along with one bid alternate, Bid Alternate for Contract No. 1 – General Construction. The two bidders provided a bid for the base bid package but no bid on the alternate. Based on a review of the bids, the apparent low bid was submitted by CC Steel, LLC for Contract No. 1 – General Construction.

The project team recommends the following construction contract:

- Contract No. 1 – General Construction: CC Steel, LLC in the amount of \$5,660,000.00

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (701) 364-9111.

Respectfully Submitted,

AE2S

A handwritten signature in blue ink, which appears to read "Richard A. Wagner".

Richard A. Wagner, PE
Senior Project Manager

Attachment

Fargo LSWTP Secondary Softening and Soda Ash Feeder Rehab
City of Fargo
Fargo, ND

City of Fargo Project No. **WA2451**: AE2S Project No. **00803-2021-009 051**
 Bid Deadline Time **11:30 AM CDT** Bid Opening Time **11:45 AM CDT** Date **Wednesday, June 5, 2024**

Contractor	Acknowledge/Download Addendum 1	Bid Bond	Non-Collusion Affidavit	SRF MBE-WBE Subcontractor Solicitation	SRF Debarment Form	ND Contractor's License or Renewal	Bid Alt Rake Arms Manufacturer	vbid Worksheet	Base Bid	Alternative 1	
										Price Increase or Decrease	Alternative Rake Arm Manufacturer
1 CC Steel LLC	✓	✓	✓	✓	✓	✓	✓	✓	\$5,660,000.00	No Bid	N/A
2 Key Contracting, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	\$6,435,000.00	No Bid	N/A
Engineer's Estimate									\$6,000,000.00		



Advanced Engineering and Environmental Services, LLC
 4170 28th Avenue S
 Fargo, ND 58104
 Tel: 701-364-9111


 Richard Wagner, PE