

FARGO CITY COMMISSION AGENDA  
Monday, March 21, 2022 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 7, 2022).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Golden Valley Sixth Addition; 1st reading, 3/7/22.
- 2. Receive and file communication from Justin Nachatilo regarding the appeal of the decision of the Civil Service Commission and set a date for a hearing.
- 3. Site Authorizations for Games of Chance:
  - a. Plains Art Museum at District 64.
  - b. Red River Human Services Foundation at Northern, Sickies and The Elks Lodge #260.
- 4. Applications for Games of Chance:
  - a. Jaxson Thomsen Benefit for a raffle on 4/29/22; Public Spirited Resolution.
  - b. GiGi's Playhouse Fargo for a raffle on 3/25/22.
  - c. Fargo Youth Hockey Association for a raffle board on 3/24/22.
- 5. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Swanson Health Products, Inc. (Project No. FM-14-71).
- 6. Encroachment Agreement with Sterling Properties LLLP at 415 7th Street South.
- 7. Bid award for the following Projects:
  - a. No. SR-22-A1.
  - b. No. UR-21-A1.
- 8. Bid advertisement for the following Projects:
  - a. No. SL-22-A
  - b. No. TN-22-B.
- 9. Repealing of the COVID-19 Pandemic Overtime Temporary Employment Policy effective 3/29/22.
- 10. Subrecipient Agreement with Churches United for the Homeless.

- Page 2.
1. Application for Appropriation from Civil Asset Forfeiture Fund to purchase camera replacements as presented.
  12. Direct the City Attorney to prepare amendments to Fargo Municipal Code Section 1-0305.
  13. Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives.
  14. Agreement for Services with Valley Veterinary Hospital, P.C.
  15. 2022 budget adjustment for the acquisition of 2414 7th Avenue North.
  16. Authorization Application for Airborne Vector Control.
  17. Extension of the Mosquito Spraying Agreement with Airborne Vector Control, LLC for 2022 (RFP18018).
  18. Bid award for Lawn Maintenance Services (RFP22037).
  19. Change Order with Bailey Nurseries, Inc. for additional trees in 2022 (RFP21122).
  20. Extension of the Services Agreement Landscape Maintenance Services with Valley Green and Associates for one additional year (RFP19075).
  21. Contract and bond for Project No. PR-22-A1.
  22. Bills.
  23. Contract and bond for Improvement District No. PR-22-G1.
  24. Create the following Improvement Districts:
    - a. No. AN-22-A.
    - b. No. BN-22-J.
    - c. No. BN-22-K.
    - d. No. PR-22-C.

#### **REGULAR AGENDA:**

25. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://FargoND.gov/VirtualCommission)).**
26. **\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**
  - a. Application to transfer a Class "ABH-Limited" Alcoholic Beverage License for Advanced Hospitality d/b/a Expressway Suites to be located at 4303 17th Avenue South, due to an ownership change.
  - b. Legacy I Seventh Addition (6155 24th Street South); approval recommended by the Planning Commission on 1/4/22:
    1. Growth Plan Amendment on the proposed Legacy I Seventh Addition from low-to-medium density or medium-to-high density residential to commercial.

2. Zoning Change from SR-4, Single-Dwelling Residential to GO, General Office with a C-O, Conditional Overlay.
  3. 1st reading of rezoning Ordinance.
  4. Plat of Legacy I Seventh Addition.
- c. Renewal Plan and Development Agreement for Tax Increment Financing District No. 2021-04 (1418 1st Avenue North); continued from the 3/7/22 Regular Meeting.
27. 2nd reading and final adoption of an Ordinance Relating to Term Limits for City Commission Members; 1st reading, 3/7/22:
    - a. Resolution Proposing Term Limits Ordinance to Voters.
    - b. Receive and file Sample Ballot Language regarding the term limits Ordinance.
  28. Recommendation for proceeding with the revising of plans for the 32nd Avenue South Reconstruction Project.
  29. Discussion regarding the Wildlife Management Program.
  30. Recommendation for an Interim Finance Director.
  31. Resolution to Show Support for Ukraine's fight for Democracy.

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

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

11

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

1 AN ORDINANCE REZONING A CERTAIN PARCEL  
2 OF LAND LYING IN GOLDEN VALLEY SIXTH ADDITION  
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on November 2, 2021; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on March 7,  
11 2022,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 All of Golden Valley Sixth Addition to the City of Fargo, Cass County, North  
16 Dakota;

17 is hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential,  
18 District.

19 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his  
20 office so as to conform with and carry out the provisions of this ordinance.  
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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

*Justin Nachatilo*  
*3632 Polk St. S.*  
*Fargo, N.D. 58104*

②

**HAND DELIVERED**

March 9, 2022

Jill Minette  
Director of Human Resources  
City of Fargo  
225 – 4<sup>th</sup> St. N.  
Fargo, N.D. 58103

**Re: Appeal of Officer Justin Nachatilo to the Fargo Civil Service Commission**

Dear Ms. Minette:

Pursuant to Section 7-305 of the Fargo Code of Ordinances, I hereby appeal to the Fargo City Commission from the Findings and Conclusion of the Fargo Civil Service Commission dated March 3, 2022. Please advise me and my attorney, Leo F.J. Wilking, of the date and time set for the appeal.

Sincerely,



Justin Nachatilo



**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

3a

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Plains Art Museum**

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

Name of Location <b>District 64</b>			
Street <b>64 N Broadway Dr</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>4/1/22</b>	Ending Date(s) Authorized <b>6/30/22</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Entire facility excluding restrooms</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>3/21/22</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**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



**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

36

G - \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Red River Human Services Foundation**

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

Name of Location <b>Northern</b>			
Street <b>325 10th Street North</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/22</b>	Ending Date(s) Authorized <b>6/30/23</b>	Number of twenty-one tables if zero, enter "0": <b>3</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>SW are of Bombshelter - Northern area of main bar / Gaming area is the entire bar</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>3/21/2022</b>
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**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

(36)

G - \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Red River Human Services Foundation**

**The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location**

Name of Location <b>Sickies</b>			
Street <b>2551 45th St S</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/22</b>		Ending Date(s) Authorized <b>6/30/23</b>	
			Number of twenty-one tables if zero, enter "0": <b>0</b>
Specific location where games of chance will be conducted and played at the site (required) <b>Gaming area is the entire bar (except restrooms/office/storage areas)</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

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

Attorney General	Date
Signature of City/County Official	Date <b>3/21/2022</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

36

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Red River Human Services Foundation**

**The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location**

Name of Location <b>The Elks Lodge #260</b>			
Street <b>3435 North Broadway</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/22</b>		Ending Date(s) Authorized <b>6/30/23</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>
Specific location where games of chance will be conducted and played at the site (required) <b>Gaming area is the entire bar (except restrooms/office/storage areas)</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
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Attorney General	Date
Signature of City/County Official	Date <b>3/21/2022</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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

CC  
3/9/22  
400

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

Games to be Conducted  
 Bingo     Raffle     Raffle Board     Calendar Raffle     Sports Pool     Poker\*     Twenty-One\*     Paddlewheels\*  
*Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.*

Name of Organization or Group of People permit is issued to <b>Jaxson Thomsen Bmelit</b>	Dates of Activity <b>4/29/22</b>	If raffle, provide drawing date <b>4/29/22</b>	
Organization or Group Contact Person <b>Angie Patch</b>	Title or Position <b>Volunteer</b>	Telephone Number <b>701-</b>	
Business Address <b>1936 55th Ave So</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different) <b>1941 55th Ave So</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Site Name (where gaming will be conducted) <b>El Saqi</b>			
Site Address <b>1429 3rd St N</b>	City <b>Fargo</b>	ZIP Code <b>ND 58102</b>	County <b>Cass</b>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50	50% of sales	500.00
Raffle ticket	Cooler filled with alcohol	250.00

Total (limit \$40,000 per year)    **750.00**

Intended Uses of Gaming Proceeds  
**Medical Expenses**

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)  
 Yes     No

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

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

Organization or Group Contact Person			
Name <b>Angie Patch</b>	Title <b>Volunteer</b>	Telephone Number <b>701-866-7380</b>	E-mail Address <b>angolson49@hotmail.com</b>
Signature of Organization or Group's Top Official 		Title <b>Captain</b>	Date <b>3/7/22</b>



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (04-2020)

46

Applying for (check one)

Local Permit     Restricted Event Permit\*

Games to be Conducted

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

*Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.*

Name of Organization or Group of People permit is issued to <b>Gigis Playhouse Fargo</b>		Dates of Activity <b>March 25, 2022</b>		If raffle, provide drawing date <b>March 25, 2022</b>	
Organization or Group Contact Person <b>Kristin Nelsen</b>		Title or Position <b>Board Member / Founding President</b>		Telephone Number <b>701-200-9920</b>	
Business Address <b>3511 Main Ave.</b>		City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>	
Mailing Address (if different) <b>3120 25th St. S. Ste 348Z</b>		City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>	
Site Name (where gaming will be conducted) <b>Delta Hotel</b>					
Site Address <b>1635 42nd St. S.</b>		City <b>Fgo</b>	ZIP Code <b>ND</b>	County <b>58104</b>	

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

Game Type	Description of Prize	Retail Value of Prize
Raffle	Louis Vuitton Purse	\$ 1832 -
Raffle	Booze Wagon/Gorilla Cart w/ bottles of liquor	\$ 990 -
Raffle	Guys Package - 4 bottles of liquor	\$ 700 -
Paddle Raffle	\$250 Gift Card - West Acres	\$ 250

Total (limit \$40,000 per year)    \$:    3772

Intended Uses of Gaming Proceeds  
**Funds will be used to purchase program materials**

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

Yes     No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

Yes     No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

No     Yes - Total Retail Value: \_\_\_\_\_ (This amount is part of the total prize limit of \$40,000 per year)

### Organization or Group Contact Person

Name <b>Kristin Nelsen</b>	Title <b>Founding President</b>	Telephone Number <b>701-200-9920</b>	E-mail Address <b>KNelsen@gigisplayhouse.org</b>
Signature of Organization or Group's Top Official <b>Kristin Nelsen</b>		Title <b>Executive Director</b>	Date <b>3/15/2022</b>



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (04-2020)

(4)

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

Games to be Conducted  
 Bingo     Raffle     Raffle Board     Calendar Raffle     Sports Pool     Poker\*     Twenty-One\*     Paddlewheels\*  
*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.*

Name of Organization or Group of People permit is issued to <b>Fargo Youth Hockey Association</b>		Dates of Activity <b>3-24-22</b>	
Organization or Group Contact Person <b>Jennifer Thompson</b>		Title or Position <b>President</b>	
Business Address <b>831 17<sup>th</sup> Ave N</b>		City <b>Fargo</b>	State <b>ND</b>
Mailing Address (if different)		City	State
Site Name (where gaming will be conducted) <b>Millennium Ballroom - Aurlon</b>			
Site Address <b>2525 9<sup>th</sup> Ave S.</b>		City <b>Fargo</b>	ZIP Code <b>58103</b>
		County <b>Cass</b>	

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

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Cash	250
Raffle Board	Cash	250

Total (limit \$40,000 per year)	<b>500</b>
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Intended Uses of Gaming Proceeds  
**Ice Rental**

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)  
 Yes     No

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)  
 No     Yes - Total Retail Value: **12,840 -** (This amount is part of the total prize limit of \$40,000 per year)

### Organization or Group Contact Person

Name <b>Jeanette Baskerville</b>	Title <b>Accountant</b>	Telephone Number <b>701-730-3258</b>	E-mail Address <b>Jbaskrui1@aol.com</b>
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title <b>Treasurer</b>	Date <b>3-15-22</b>

5

March 9, 2022

Board of City Commissioners  
City of Fargo  
200 North Third Street  
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner  
Temporary Easement  
Project #FM-14-71**

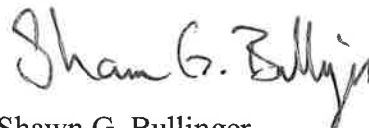
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with project #FM-14-71. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Swanson Health Products, Inc.** in association with Project #FM-14-71 and that the Mayor and City Auditor be instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jody Bertrand  
Nancy J. Morris

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project FM-14-71	County Cass	Parcel(s) 2A & 3A
Landowner Swanson Health Products, Inc.		
Mailing Address 4075 40th Avenue South Fargo, ND 58104		

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

See attached exhibit(s).


I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 84,110.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>84,110.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
<b>Total Offer</b>	<b>\$</b>	<b><u>84,110.00</u></b>

\*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 Commision has considered the offer and approves the same:*



**Timothy J. Mahoney, M.D.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

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

Lot 1, Block 1, SHP Second Addition to the City of Fargo, Cass County, North Dakota, less the following described tract:

Beginning at the northwest corner of said Lot 1; thence South 04°26'11" East, along the westerly line of said Lot 1, for a distance of 169.33 feet; thence North 88°10'33" East for a distance of 19.19 feet; thence North 42°02'25" East for a distance of 134.72 feet; thence North 89°10'37" East for a distance of 147.95 feet to a point of intersection with the easterly line of said Lot 1; thence North 01 °58'16" West, along the easterly line of said Lot 1, for a distance of 74.61 feet to the northeast corner of said Lot 1; thence South 88°10'33" West, along the northerly line of said Lot 1, for a distance of 268.00 feet to the point of beginning.

Said parcel contains 127,944 square feet, more or less.

-AND-

The South 30.00 feet of the North 105.00 feet of the West 64.00 feet of Lot 2, Block 1, SHP Second Addition to the City of Fargo, Cass County, North Dakota.



Said parcel contains 1,920 square feet, more or less.

Said parcels are pictorially represented on Exhibits "A" and "B" 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 they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on July 31, 2023.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 9<sup>th</sup> day of March, 2022.

GRANTOR:

**Swanson Health Products, Inc.**

By: [Signature]

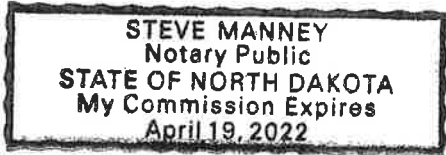
Its: VP of Operations

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

On this 9<sup>th</sup> day of March, 2022, before me, a notary public in and for said county and state, personally appeared Matt Eidenschink, the VP of operations of **Swanson Health Products, Inc.** to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Steve Manney  
Notary Public  
Cass County, North Dakota



GRANTEE:

City of Fargo, a North Dakota municipal corporation

---

Timothy J. Mahoney, M.D., Mayor

ATTEST

---

Steve Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

---

Notary Public  
Cass County, ND  
My Commission expires:

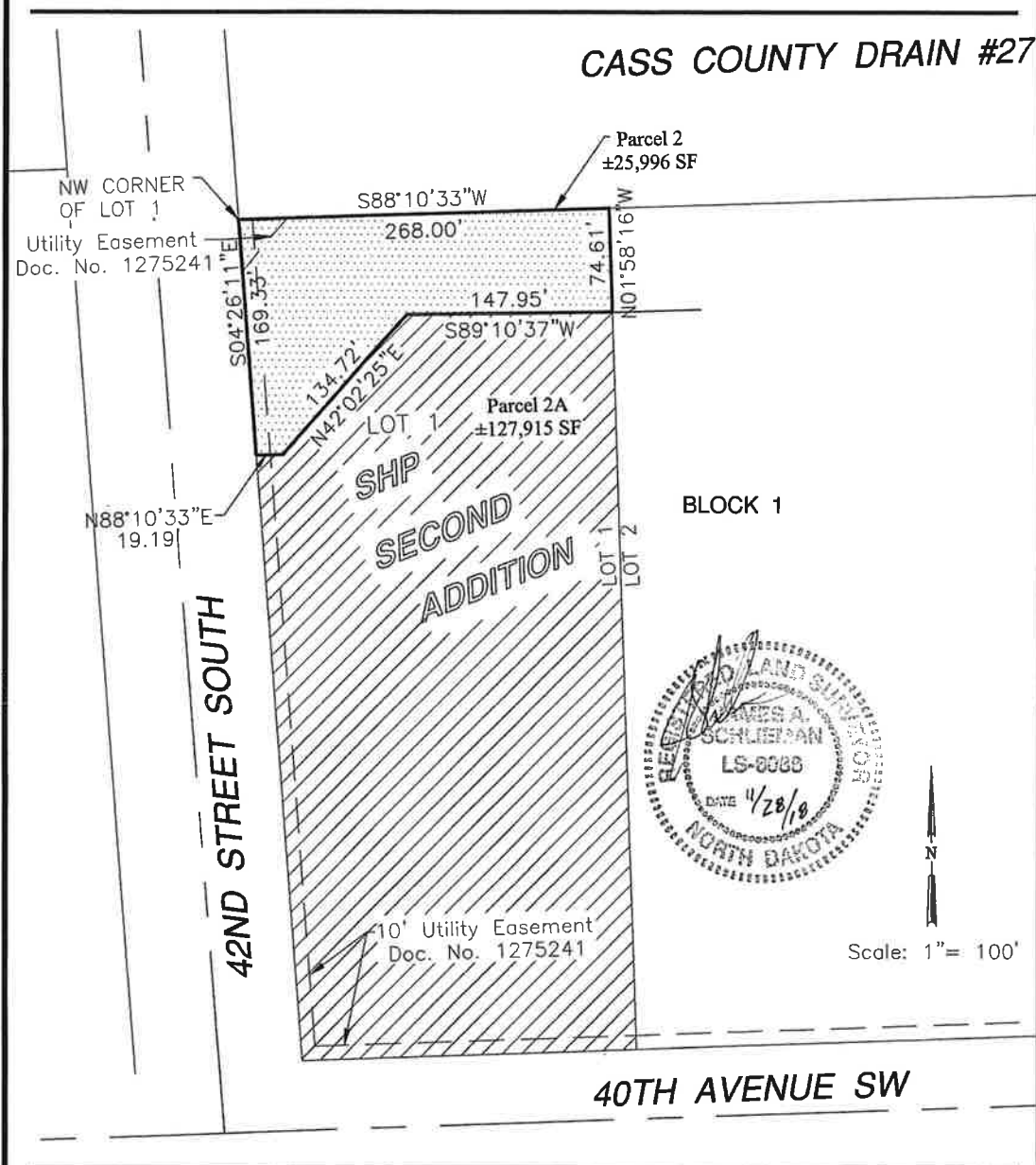
(SEAL)

The legal description was prepared by:  
Houston Engineering, Inc.  
1401 21<sup>st</sup> Avenue North  
Fargo, ND 58102  
701-237-5065

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

PARCELS 2 AND 2A  
 PART OF LOT 1, BLOCK 1  
 SHP SECOND ADDITION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: SWANSON HEALTH PRODUCTS, INC.



Scale: 1" = 100'

H:\Fargo\IBN\6000\6059\13\_6059\_062\1 -Phase 010\CAD\Exhibits\Proposed Easements- South Side.dwg--PARCEL 2-11/28/2018 2:42 PM--(atroud)

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



## EASEMENT EXHIBIT

PROJECT NO. 6059-062	DRAIN 27- 129 TO 42ND STREET FLOOD MITIGATION 42ND STREET ADDITION, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2
-------------------------	--	-----------------

PARCELS 2 AND 2A  
PART OF LOT 1, BLOCK 1  
SHP SECOND ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: SWANSON HEALTH PRODUCTS, INC.

Description- Parcel 2 (Permanent Easement):

That part of Lot 1, Block 1, SHP Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northwest corner of said Lot 1; thence South 04°26'11" East, along the westerly line of said Lot 1, for a distance of 169.33 feet; thence North 88°10'33" East for a distance of 19.19 feet; thence North 42°02'25" East for a distance of 134.72 feet; thence North 89°10'37" East for a distance of 147.95 feet to a point of intersection with the easterly line of said Lot 1; thence North 01°58'16" West, along the easterly line of said Lot 1, for a distance of 74.61 feet to the northeast corner of said Lot 1; thence South 88°10'33" West, along the northerly line of said Lot 1, for a distance of 268.00 feet to the point of beginning.

Said parcel contains 25,996 square feet, more or less.

Description- Parcel 2A (Temporary Construction Easement):

Lot 1, Block 1, SHP Second Addition to the City of Fargo, Cass County, North Dakota, less the following described tract:

Beginning at the northwest corner of said Lot 1; thence South 04°26'11" East, along the westerly line of said Lot 1, for a distance of 169.33 feet; thence North 88°10'33" East for a distance of 19.19 feet; thence North 42°02'25" East for a distance of 134.72 feet; thence North 89°10'37" East for a distance of 147.95 feet to a point of intersection with the easterly line of said Lot 1; thence North 01°58'16" West, along the easterly line of said Lot 1, for a distance of 74.61 feet to the northeast corner of said Lot 1; thence South 88°10'33" West, along the northerly line of said Lot 1, for a distance of 268.00 feet to the point of beginning.

Said parcel contains 127,915 square feet, more or less.

H:\Fargo\BKA\6000\6059\13\_5059\_062\1-Phase 010\CAD\Exhibits\Proposed Easements- South Side.dwg-PARCEL 2 (2)-11/28/2018 3:00 PM-(Jetrold)

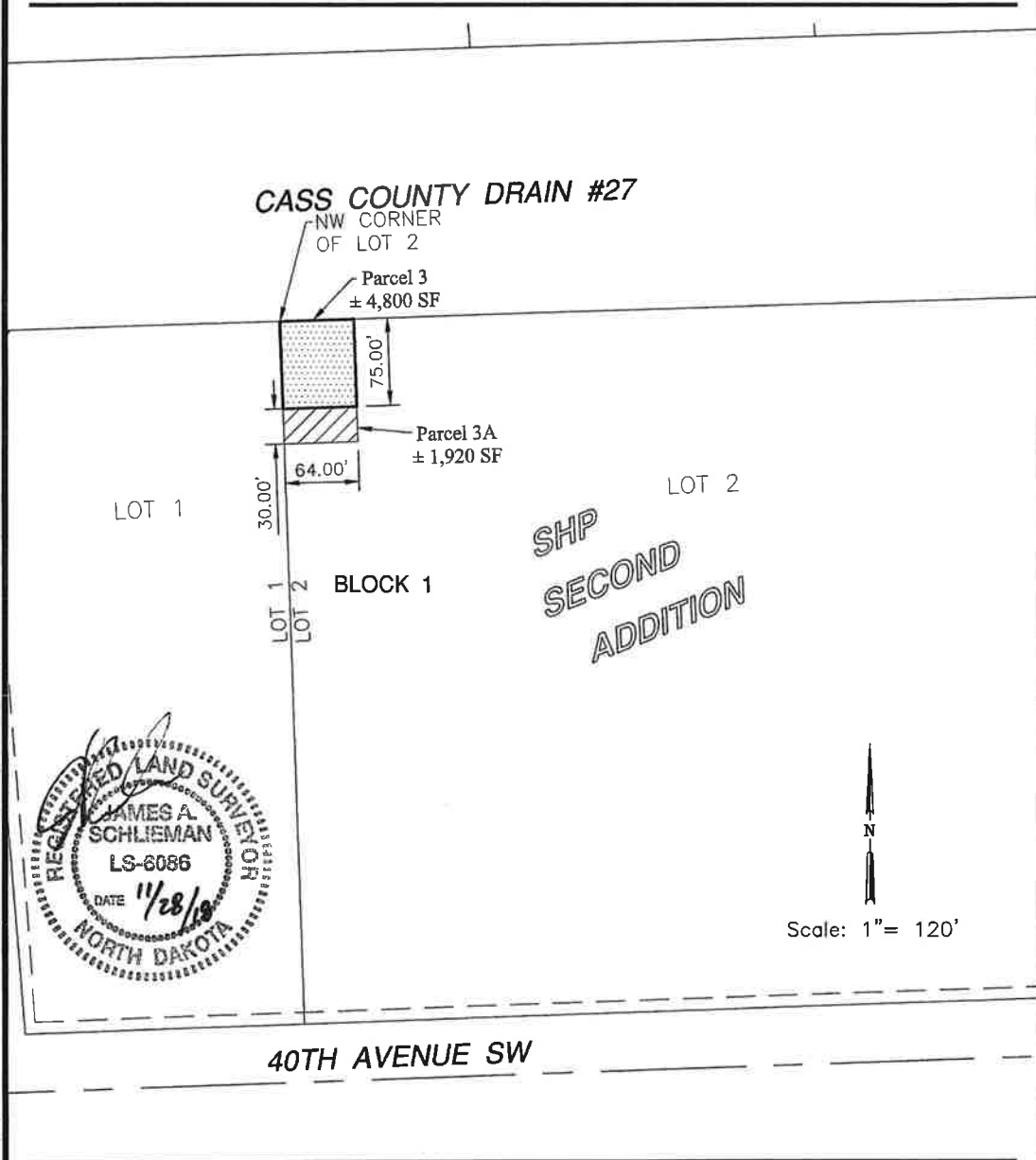


# EASEMENT EXHIBIT

PROJECT NO. 6059-062	DRAIN 27- 129 TO 42ND STREET FLOOD MITIGATION 42ND STREET ADDITION, CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2
-------------------------	--	-----------------

PARCELS 3 AND 3A  
 PART OF LOT 2, BLOCK 1  
 SHP SECOND ADDITION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: SWANSON HEALTH PRODUCTS, INC.



H:\Fargo\JBM\6000\6059\13\_6059\_062\1-Phase 01\CD\Exhibits\Proposed Easements-- South Side.dwg -PARCEL 3--11/28/2018 2:42 PM--(atroud)

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE  
 BASED ON THE CITY OF  
 FARGO GIS COORDINATE  
 SYSTEM.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-062

DRAIN 27- I29 TO 42ND STREET FLOOD MITIGATION  
 42ND STREET ADDITION, CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 2

PARCELS 3 AND 3A  
PART OF LOT 2, BLOCK 1  
SHP SECOND ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: SWANSON HEALTH PRODUCTS, INC.

Description- Parcel 3 (Permanent Easement):

The North 75.00 feet of the West 64.00 feet of Lot 2, Block 1, SHP Second Addition to the City of Fargo, Cass County, North Dakota.

Said parcel contains 4,800 square feet, more or less.

Description- Parcel 3A (Temporary Construction Easement):

The South 30.00 feet of the North 105.00 feet of the West 64.00 feet of Lot 2, Block 1, SHP Second Addition to the City of Fargo, Cass County, North Dakota.

Said parcel contains 1,920 square feet, more or less.

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# EASEMENT EXHIBIT

PROJECT NO. 6059-062	DRAIN 27- I29 TO 42ND STREET FLOOD MITIGATION 42ND STREET ADDITION, CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2
-------------------------	--	-----------------

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

6

Type: Encroachment Agreement

Location: 415 7<sup>th</sup> Street South

Date of Hearing: 3/14/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/21/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding an Encroachment Agreement with Sterling Properties at 415 7<sup>th</sup> Street South for a trash dumpster with an enclosure.

Staff is recommending to formalize this encroachment with the following stipulations:

- Insurance certificate indemnifying the City.
- Agreement expires upon sale or transfer of the property.
- \$500 processing fee.
- Recommend to waive annual fee due to these considerations:
  - Historically annual fees have been waived (grandfathered in) for encroachments over 30 years.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of the Encroachment Agreement contingent upon the above criteria.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement with Sterling Properties at 415 7<sup>th</sup> Street South for a trash dumpster with an enclosure.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

<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"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 Assistant City Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Kristy Schmidt, CE II  
**Date:** March 11, 2022  
**Re:** Encroachment Agreement for 415 7<sup>th</sup> Street South  
Trash Receptacle and Enclosure

---

## **Background:**

Sterling Properties is requesting an Encroachment Agreement with the City. The existing encroachment is a trash dumpster with an enclosure. Please find explanation of parking lot restoration and constraints in attached memo.

Staff is recommending formalizing the existing encroachment with the following stipulations for this agreement:

- Insurance certificate indemnifying the City
- Agreement expires upon sale or transfer of the property.
- \$500 processing fee
- Recommend to waive annual fee due to these considerations:
  - historically annuals fee have been waived (grandfather in) for encroachments over 30 years

## **Recommended Motion:**

Approve the Encroachment Agreement at 415 7<sup>th</sup> Street South contingent upon the owner meeting the above criteria.

KLS/klb

Attachments



Fargo Office 701.237.5065  
1401 21st Avenue North | Fargo, ND 58102

March 4, 2022

Public Works Project Evaluation Committee  
City of Fargo North Dakota  
City of Fargo  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

**Subject: Islander Apartments Parking Lot 415 7<sup>th</sup> Street S  
Encroachment Agreement**

To the Public Works Project Evaluation Committee of the City of Fargo, North Dakota:

The Islander Apartments is in the process of replacing the existing concrete parking lot on the west side of the building. Currently the existing trash enclosure for the building is located on the south side of the existing garages. The property line is located at the south wall of the existing garage. The existing trash enclosure is located within the City Right of Way for 5<sup>th</sup> Avenue S.

With the reconstruction of the existing parking lot we removed the parking encroachments into the 5<sup>th</sup> Avenue s right of way, however due to the site constraints and providing service access to the trash enclosure relocation of the trash enclosure outside of the City Right of Way is not possible. Relocation of the trash enclosure would require reduction in the existing parking stalls on site or removing access to the existing garages, violating the Land Development Code by reducing parking counts from the existing conditions and below the required number of stalls.

As relocation of the relocation of the trash enclosure out of the Right of Way is not possible we request, on behalf of the property owner, an encroachment agreement for the trash enclosure on the 5<sup>th</sup> Avenue s Right of Way. Additionally, as this is a preexisting condition and we have reduced and removed the encroaching parking in the Right of Way we ask that the annual fee be waived.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink that reads 'Brian J. Pattengale'. The signature is written in a cursive style and is positioned above a horizontal line.

Brian Pattengale, PE  
Project Engineer  
Direct: 701.499.2071  
bpattengale@houstoneng.com



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

<h1>415 7th St S</h1>	
1:564	3/11/2022 10:17 AM
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	



**ENCROACHMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between **STERLING PROPERTIES LLLP**, a North Dakota Limited Liability Limited Partnership (“Sterling Properties” or “Owner”), and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as "City",

**WITNESSETH:**

**WHEREAS**, Sterling Properties desires to encroach on a portion of City public right of way (“PROW”) (Encroachment Area, more fully described below) to maintain a trash enclosure and trash receptacles; and,

**WHEREAS**, the purpose of this encroachment agreement is to detail the parties’ responsibilities with respect to the trash enclosure and trash receptacles in the PROW; and,

**WHEREAS**, Sterling Properties has requested permission to continue to encroach on the PROW; and,

**WHEREAS**, Sterling Properties has agreed to execute this agreement required by City to permit private facilities to encroach on the PROW.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Sterling Properties owns all right title and interest in the property legally described as follows:

Lot 10, 11, and 12 of Block 35 and the south ½ of the vacated alley 20' adjacent to Lot 10, 11 and 12 of Block 35 of Northern Pacific Addition, to the City of Fargo, situate in the County of Cass and the State of North Dakota ("Sterling Properties Property").

2. Sterling Properties will be permitted to leave in place the existing trash enclosure and trash receptacles on a portion of the PROW adjacent to the Sterling Properties Property, such property legally described as follows:

That part of 5th Avenue South, dedicated as a public street on the Plat of Northern Pacific Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 9.00 feet wide lying southerly of and being coincident with the following described line:

Commencing at the southwest corner of Lot 10, Block 35, Northern Pacific Addition, City of Fargo; thence South 87°34'59" East, along the southerly line of said Lot 10, for a distance of 18.00 feet to the true point of beginning; thence continue South 87°34'59" East, along the southerly line of said Lot 10, for a distance of 19.00 feet, said line there terminating.

Said tract contains 171 square feet, more or less ("Encroachment Area").

3. Sterling Properties agrees that it will, during any use of the PROW, inspect, maintain, clean, repair and replace the trash enclosure and trash receptacles, ensuring that the trash enclosure is unobstructed and safe for the pedestrian travel path. Sterling Properties agrees to maintain a 2-foot buffer between the trash enclosure and the pedestrian travel path.

4. Upon discontinuance of use of the PROW or removal of any of the trash enclosure and trash receptacles, Sterling Properties shall restore the PROW to greenspace, including establishment of grass, at City direction.

5. The parties further understand and agree that the cost of any repairs to the PROW occasioned by the permitted encroachment shall be Sterling Properties' sole responsibility, at its sole cost.

6. In the event Sterling Properties fails to maintain the PROW to City's satisfaction, City agrees to notify Sterling Properties of the deficiencies. Except in the event of an emergency, as determined by City, Sterling Properties shall have 10 days in which to undertake the necessary repairs to trash enclosure and trash receptacles in the PROW. Failure to complete the repairs in a timely manner shall result in City undertaking the work. The parties understand and agree that City shall assess the costs directly to the Sterling Properties Property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Sterling Properties Property to recover all costs of the Project, in accordance with North Dakota Century Code Chapter 40-22. Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code §40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Sterling Properties Property. Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Owner's Property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

7. To the fullest extent permitted by law, Sterling Properties agrees to further 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, its property, streets, sidewalks, and any other municipal improvements arising from Sterling Properties' use of the PROW. Sterling Properties further agrees to pay any and all costs the City incurs to enforce this indemnity provision, including attorney's fees. Sterling Properties also agrees to secure General Liability Insurance naming the City as an additional insured in an amount not less than \$1,000,000, and shall present the certificate of insurance to the City indicating acceptance by its insurer of its obligation to defend and hold the City harmless.

8. This agreement is personal to Sterling Properties and shall terminate upon sale, transfer or assignment of the Sterling Properties Property. Subsequent owners may request permission to encroach, and enter into a separate agreement with City, which shall not be unreasonably withheld. The non-transferability of this Agreement is intended to assure the existence of the necessary insurance by the responsible party.

9. It is specifically understood and agreed that in the event City reconstructs or repairs the roadway in the future above or underground infrastructure adjacent to the Sterling Properties Property, City may require removal of the trash enclosure and trash receptacles from the PROW. The parties understand and agree that City shall not be responsible for repair or replacement of the trash enclosure and trash receptacles in the Encroachment Area; City shall neither repair or replace the trash enclosure and trash receptacles nor be responsible for any costs occasioned by the City work in the vicinity of the Encroachment Area.

10. It is further understood and agreed that within ninety (90) days' written notice from City, Sterling Properties shall remove the trash enclosure and trash receptacles surface from the PROW as directed by City, allowing the City to re-take and to use the PROW. The City's request to remove, relocate, or restore the trash enclosure and trash receptacles surface will be in the City's sole discretion, but shall not be arbitrary or without good reason. This agreement does not provide for Sterling Properties use of the PROW for a guaranteed minimum duration.

11. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

12. In the event Sterling Properties redevelops any portion of these lots, Sterling Properties understand and agrees that this agreement shall terminate, and that Sterling Properties shall be required to remove the trash enclosure and trash receptacles and comply with Fargo Municipal Code Ch. 20. Sterling Properties shall restore this portion of the PROW to greenspace, including establishment of grass, at City direction.

13. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist, provided City acknowledges that it is not aware of any current such limitations.

14. 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.



15. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

16. 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.

17. 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.

18. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

19. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

(Signatures on following pages)

Dated this 16<sup>th</sup> day of March, 2022.

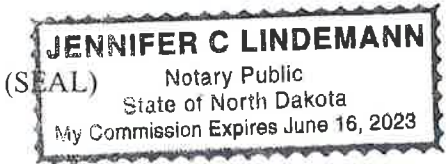
**Sterling Properties LLLP, a North Dakota  
Limited Liability Limited Partnership**

By: Sterling Real Estate Trust,  
its General Partner

By: Wayne W. Carlson  
Name: Wayne W. Carlson  
Title: General Counsel & Secretary

STATE OF NORTH DAKOTA            )  
  )     SS  
COUNTY OF CASS                    )

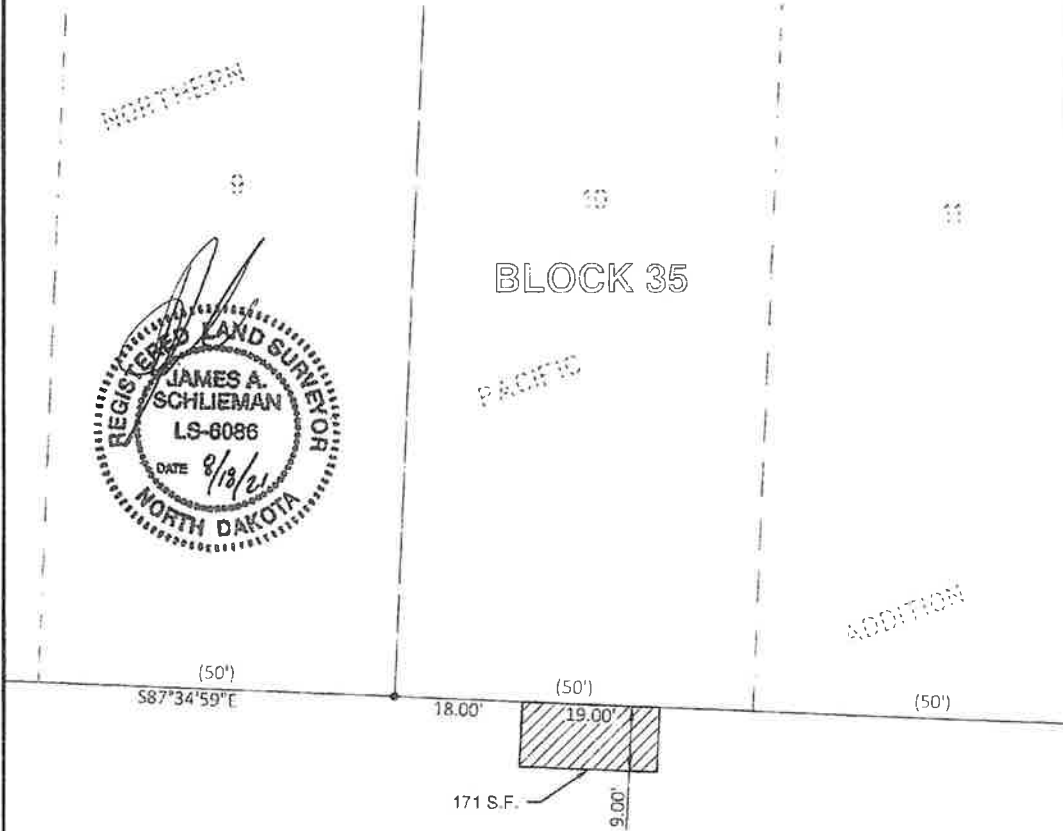
This instrument was acknowledged before me this 16<sup>th</sup> day of March, 2022, by Wayne W. Carlson, the General Counsel & Secretary of Sterling Real Estate Trust, a North Dakota real estate investment trust, the General Partner of Sterling Properties, LLLP, a North Dakota limited liability limited partnership, on behalf of the partnership.



Jennifer C. Lindemann  
Notary Public  
Cass County, North Dakota  
My Commission expires. \_\_\_\_\_



5TH AVENUE SOUTH  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA



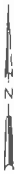
Easement:

That part of 5th Avenue South, dedicated as a public street on the Plat of Northern Pacific Addition to the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 9.00 feet wide lying southerly of and being coincident with the following described line:

Commencing at the southwest corner of Lot 10, Block 35, Northern Pacific Addition, City of Fargo; thence South 87°34'59" East, along the southerly line of said Lot 10, for a distance of 18.00 feet to the true point of beginning; thence continue South 87°34'59" East, along the southerly line of said Lot 10, for a distance of 19.00 feet, said line there terminating.

Said tract contains 171 square feet, more or less.



5TH AVE S

Scale: 1" = 20'

NOTE: ALL BEARINGS GIVEN ARE  
 BASED ON THE CITY OF  
 FARGO GIS COORDINATE  
 SYSTEM.

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	—————
TEMPORARY EASEMENT	—————



# EASEMENT EXHIBIT

PROJECT NO.  
8369-0009

5TH AVENUE SOUTH  
 CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 1

H:\B\8369\8369\0009\CA01\Easement\8369\_0009\_Encroachment\_Exhibit.dwg-Layout1-8/18/2021 9:34 AM (rbuchholz)



March 16, 2022

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. SR-22-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, March 16, 2022, for Sidewalk & Shared Use Path Rehab/Reconstruction, Project No. SR-22-A1, located at various areas City Wide.

The bids were as follows:

Master Construction	\$ 834,705.00
Ti-Zack Concrete, Inc.	\$1,037,378.00
Engineer's Estimate	\$ 758,355.00

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction in the amount of \$834,705.00 as the lowest and best bid.

Sincerely,



Tom Knakmuhs  
Assistant City Engineer

TAK/jmg



ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SR-22-A1

**Sidewalk & Shared Use Path Rehab/Reconstruction**

Various areas city wide

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 Tom Knakmuhs, do hereby certify as follows:

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

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

Sidewalk & Shared Use Path Rehab/Reconstruction Project # SR-22-A1 of the City of Fargo, North Dakota.

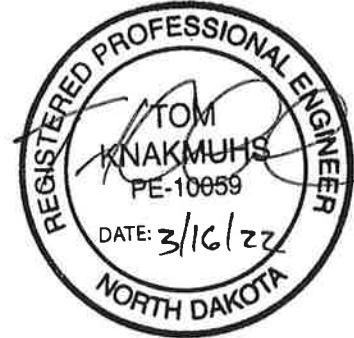
Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Assessed</b>					
1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	2,865.00	\$ 107.00	\$ 306,555.00
2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	406.00	\$ 120.00	\$ 48,720.00
3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	40.00	\$ 150.00	\$ 6,000.00
4	F&I Sidewalk 4" Thick Reinf Conc	SY	2,531.00	\$ 72.00	\$ 182,232.00
5	F&I Sidewalk 6" Thick Reinf Conc	SY	40.00	\$ 90.00	\$ 3,600.00
6	Sodding	SY	20.00	\$ 20.00	\$ 400.00
7	Rem & Repl Pavement 6" Thick Asph	SY	20.00	\$ 120.00	\$ 2,400.00
				<b>Assessed Total</b>	<b>\$ 549,907.00</b>
<b>City Paid</b>					
8	Rem & Repl Curb & Gutter	LF	197.00	\$ 70.00	\$ 13,790.00
9	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	987.00	\$ 107.00	\$ 105,609.00
10	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	224.00	\$ 120.00	\$ 26,880.00
11	F&I Sidewalk 4" Thick Reinf Conc	SY	82.00	\$ 75.00	\$ 6,150.00
12	F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	\$ 90.00	\$ 1,800.00
13	F&I Det Warn Panels Cast Iron	SF	472.00	\$ 45.00	\$ 21,240.00
14	Casting to Grade - w/Conc	EA	5.00	\$ 1,100.00	\$ 5,500.00
15	Curb Stop Box to Grade	EA	12.00	\$ 110.00	\$ 1,320.00
16	Mulching Type 1 Hydro	SY	4,401.00	\$ 4.00	\$ 17,604.00
17	Seeding Type B	SY	4,401.00	\$ 5.00	\$ 22,005.00
18	Sodding	SY	20.00	\$ 20.00	\$ 400.00
19	Remove Driveway All Thicknesses All Types	SY	20.00	\$ 15.00	\$ 300.00
20	Remove Sidewalk All Thicknesses All Types	SY	20.00	\$ 10.00	\$ 200.00
21	Rem & Repl Pavement 9" Thick Asph	SY	20.00	\$ 150.00	\$ 3,000.00
22	Topsoil - Import Special	CY	150.00	\$ 60.00	\$ 9,000.00
23	Traffic Control - Type 1	LS	1.00	\$ 50,000.00	\$ 50,000.00
				<b>City Paid Total</b>	<b>\$ 284,798.00</b>
				<b>Total Construction in \$</b>	<b>\$ 834,705.00</b>

Engineering	10.00%	\$	83,470.50
Legal & Misc	3.00%	\$	25,041.15
Contingency	5.00%	\$	41,735.25
Administration	4.00%	\$	33,388.20
Interest	4.00%	\$	33,388.20
<b>Total Estimated Costs</b>		<b>\$</b>	<b>1,051,728.30</b>
Special Assessments		\$	692,882.82
Sales Tax - Fund 420		\$	358,845.48
<b>Unfunded Costs</b>		<b>\$</b>	<b>-</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal  
Date: 3/16/2022



Tom Knakmuhs  
Assistant City Engineer



76

March 16, 2022

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. UR-21-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, March 16, 2022, for Storm Sewer Repairs & Incidentals, Project No. UR-21-A1, located at Various Locations – City Wide.

The bids were as follows:

Northern Improvement Co.	\$ 141,922.00
Excavating, Inc.	\$ 163,407.50
Dirt Dynamics	\$ 164,970.00
Sellin Brothers, Inc.	\$ 189,938.50
Central Specialties, Inc.	\$ 196,271.00
Dakota Underground Co. Inc.	\$ 289,096.42
Engineer's Estimate	\$ 188,815.00

The special assessment escrow is not required.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$141,922.00 as the lowest and best bid.

Sincerely,



Tom Knakmuhs  
Assistant City Engineer

TAK/klb



ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # UR-21-A1

**Storm Sewer Repairs & Incidentals**

Various Locations

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 Tom Knakmuhs, do hereby certify as follows:

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


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

Storm Sewer Repairs & Incidentals Project # UR-21-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Site 1 307 43 1/2 St S Pond</b>					
1	Mobilization	LS	1.00	\$ 4,500.00	\$ 4,500.00
2	Topsoil - Strip & Spread	CY	250.00	\$ 15.00	\$ 3,750.00
3	Excavation	CY	1,400.00	\$ 17.50	\$ 24,500.00
4	Traffic Control - Type 1	LS	1.00	\$ 525.00	\$ 525.00
5	Mulching Type 1 Hydro	SY	700.00	\$ 0.45	\$ 315.00
6	Seeding Type B	SY	700.00	\$ 1.30	\$ 910.00
7	Stormwater Management	LS	1.00	\$ 1,050.00	\$ 1,050.00
8	Temp Construction Entrance	EA	1.00	\$ 1,000.00	\$ 1,000.00
9	Sediment Control Log 6" to 8" Dia	LF	330.00	\$ 3.00	\$ 990.00
<b>Site 1 307 43 1/2 St S Pond Total</b>					<b>\$ 37,540.00</b>
<b>Site 2 Deer Creek Drainage</b>					
10	Mobilization	LS	1.00	\$ 7,500.00	\$ 7,500.00
11	Topsoil - Strip & Spread	CY	2,100.00	\$ 8.00	\$ 16,800.00
12	Topsoil - Import	CY	350.00	\$ 21.50	\$ 7,525.00
13	Excavation	CY	500.00	\$ 8.65	\$ 4,325.00
14	Fill - Import	CY	1,200.00	\$ 24.50	\$ 29,400.00
15	Temp Fence - Safety	LF	600.00	\$ 3.15	\$ 1,890.00
16	F&I Pipe 12" Dia Reinf Conc	LF	50.00	\$ 86.00	\$ 4,300.00
17	Connect Pipe to Exist Structure	EA	2.00	\$ 1,500.00	\$ 3,000.00
18	Repair Inlet Floor & Invert	EA	2.00	\$ 3,450.00	\$ 6,900.00
19	F&I Inlet - Round (RDI) Reinf Conc	EA	2.00	\$ 3,600.00	\$ 7,200.00
20	Casting to Grade - Blvd	EA	2.00	\$ 500.00	\$ 1,000.00
21	Seeding Type A	SY	7,200.00	\$ 0.35	\$ 2,520.00
22	Mulching Type 1 Hydro	SY	7,200.00	\$ 0.46	\$ 3,312.00
23	Sediment Control Log 6" to 8" Dia	LF	200.00	\$ 3.00	\$ 600.00
24	Inlet Protection - New Inlet	EA	2.00	\$ 205.00	\$ 410.00
25	Inlet Protection - Existing Inlet	EA	2.00	\$ 205.00	\$ 410.00
26	Stormwater Management	LS	1.00	\$ 2,000.00	\$ 2,000.00
27	Temp Construction Entrance	EA	1.00	\$ 1,000.00	\$ 1,000.00
28	F&I Sign Assembly & Anchor	EA	3.00	\$ 200.00	\$ 600.00
<b>Site 2 Deer Creek Drainage Total</b>					<b>\$ 100,692.00</b>
<b>Site 3 Deer Creek LS Site</b>					
29	F&I Swing Gate	EA	1.00	\$ 3,690.00	\$ 3,690.00
<b>Site 3 Deer Creek LS Site Total</b>					<b>\$ 3,690.00</b>

<b>Total Construction in \$</b>	<b>\$</b>	<b>141,922.00</b>
Engineering	10.00%	\$ 14,192.20
Legal & Misc	3.00%	\$ 4,257.66
Contingency	5.00%	\$ 7,096.10
Administration	4.00%	\$ 5,676.88
Interest	4.00%	\$ 5,676.88
<b>Total Estimated Costs</b>	<b>\$</b>	<b>178,821.72</b>
Utility Funds - Stormwater - 524	\$	178,821.72
<b>Unfunded Costs</b>	<b>\$</b>	<b>-</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal  
Date: 3/16/2022

  
\_\_\_\_\_  
Tom Knakmuhs  
Assistant City Engineer



COVER SHEET  
CITY OF FARGO PROJECTS

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:

Street Lighting

Project No. SL-22-A

Call For Bids March 21, 2022

Advertise Dates March 30, April 6 & 13, 2022

Bid Opening Date April 27, 2022

Substantial Completion Date November 28, 2022

Final Completion Date December 28, 2022

N/A PWPEC Report (Attach Copy) **Part of 2022 CIP Revision**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

N/A Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT**

**STREET LIGHTING**

**PROJECT NO. SL-22-A**

**VARIOUS LOCATIONS WITHIN THE CITY OF FARGO**

**Nature & Scope**

This project calls for the repair of miscellaneous street lighting and traffic signal items at various locations within the City of Fargo

**Purpose**

The project's goal is to repair the street lighting and traffic signal system so that it is fully functional to the residents and traveling public.

**Feasibility**

The estimated cost of construction is \$663,334.00. The cost breakdown is as follows:

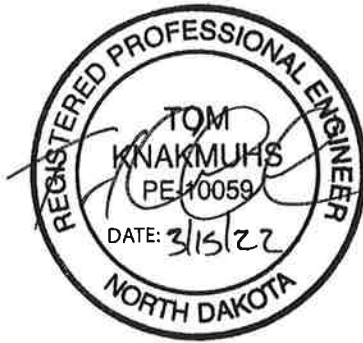
<b>Street Lighting and Traffic Signal Rehab</b>			
<b>Construction Cost</b>			<b>\$663,334.00</b>
<b>Fees</b>			
Engineering	10%		\$66,333.40
Admin	4%		\$26,533.36
Legal	3%		\$19,900.02
Interest	4%		\$26,533.36
Contingency	5%		\$33,166.70
<b>Total Estimated Cost</b>			<b>\$835,800.84</b>
<b>Funding</b>			
Utility Funds - Street Lights - 528	100.00%		\$835,800.84

**Project Funding Summary**

Utility Funds - Street Lights - 528	100.00%	\$835,800.84
<b>Total Estimated Project Cost</b>		<b>\$835,800.84</b>

**This project does not have any alternate or optional containers.**

We believe this project to be cost effective.



  
Thomas Knakmuhs, PE  
Assistant City Engineer

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.

86

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

Traffic Signal Improvements

Project No. TN-22-B

Call For Bids March 21, 2022

Advertise Dates March 30, April 6 & 13, 2022

Bid Opening Date April 27, 2022

Substantial Completion Date December 15, 2022

Final Completion Date June 15, 2023

N/A PWPEC Report (Approved on 2022 CIP)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jacob Rick

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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

X Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

N/A Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT**  
**TRAFFIC SIGNAL IMPROVEMENTS**  
**PROJECT NO. TN-22-B**  
**VETERANS BOULEVARD AND 37TH**  
**AVENUE SOUTH**

**Nature & Scope**

Installing a new traffic signal system at the intersection of Veterans Blvd and 37th Ave S.

**Purpose**

Making the intersection safer for pedestrian crossing, turning, and crossing vehicle traffic.

**Feasibility**

The estimated cost of construction is \$616,024.50. The cost breakdown is as follows:

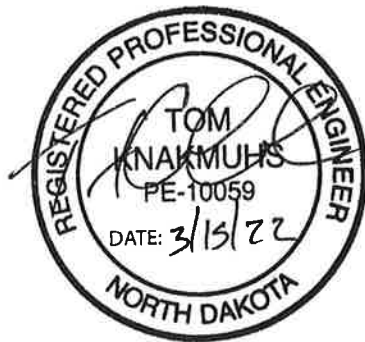
<b>50% West Fargo &amp; Fargo Split</b>		
<b>Construction Cost</b>		<b>\$616,024.50</b>
<b>Fees</b>		
Engineering	10%	\$61,602.45
Admin	4%	\$24,640.98
Legal	3%	\$18,480.74
Interest	4%	\$24,640.98
Contingency	5%	\$30,801.23
<b>Total Estimated Cost</b>		<b>\$776,190.88</b>
<b>Funding</b>		
City of West Fargo Funds	50.00%	\$388,095.44
Utility Funds - Street Lights - 528	50.00%	\$388,095.44


**Project Funding Summary**

City of West Fargo Funds	50.00%	\$388,095.44
Utility Funds - Street Lights - 528	50.00%	\$388,095.44
<b>Total Estimated Project Cost</b>		<b>\$776,190.88</b>

This project does not have any alternate or optional containers.

We believe this project to be cost effective.



  
Thomas Knakmuhs, PE  
Assistant City Engineer



9

TO: Board of City Commissioners

FROM: Jill Minette  
Director of Human Resources JM

RE: City of Fargo Temporary Policy - COVID-19 Pandemic Overtime

DATE: March 16, 2022

---

The COVID-19 Pandemic Overtime Temporary Policy was adopted on April 5, 2022 in order to supplement Employment Policy #600-007 Overtime & Compensatory Time and to cover periods of time during which an emergency declaration was not active but response efforts were on-going. The policy extended overtime payment for non-exempt and exempt employees actively working in continued response to the pandemic.

At this time, in consultation with City Administration and Fargo Cass Public Health (FCPH), we would like to end pandemic overtime effective March 29. This is the last day that FCPH will be staffing the COVID test site and the need for pandemic related overtime ends.

**RECOMMENDED MOTION:**

To approve repealing the COVID-19 Pandemic Overtime Temporary Employment Policy effective March 29, 2022.

M E M O R A N D U M

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR**  
**TIA BRASETH, COMMUNITY DEVELOPMENT COORDINATOR**

**DATE: MARCH 17, 2022**

**RE: 2022 GAP FUNDING FOR CHURCHES UNITED OVERFLOW SHELTER**

As proposed at the April 22, 2021 Finance Committee meeting, \$1,039,124 was allocated for homeless overflow shelter operations for the 2022 budget year. This commitment was made as part of a three-year strategy to ensure a healthy shelter system and provide relief to the City's shelter (Gladys Ray) as the community's Homeless Prevention Project gains traction with the work of United Way and Presentation Partners in Housing prevention and diversion program.

In 2020 and 2021, funding allocations enabled Churches United to be a key partner in implementing this strategy. In 2020, Red River Valley Task Force funds were used to retrofit a site at 1015 30<sup>th</sup> Avenue South Moorhead to serve up to 25 unaccompanied women each night. PS CARES funds were used to cover 2021 operating expenses. The shelter was at capacity nearly every night since it began operating in the second half of 2021. The City's partners for overflow shelter management also include Gladys Ray operations and New Life Center operations.

Planning staff are seeking \$350,000 for Churches United overflow shelter operating expenses in 2022. This allocation was approved at the January 26, 2022 Finance Committee. As part of the 2022 budget process, discussions occurred to assign City of Fargo American Rescue Plan funds for this use. Of note, the overflow shelter is one of several concurrent programs Churches United supports to prevent and end homelessness; heavy private, State of Minnesota and local funds are incorporated in their overall financing plan.

**Recommendation:**

Approve attached agreement with Churches United to provide \$350,000 for overflow shelter operations in 2022.



**Subrecipient Agreement**  
**Between the City of Fargo & Churches United for the Homeless**

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**Subrecipient Agreement**  
**Between the City of Fargo & Churches United for the Homeless**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of January, 2022 (the “Commencement Date”) by and between the City of Fargo (the “City”), a North Dakota municipal corporation, and Churches United for the Homeless, a North Dakota non-profit organization (the “Subrecipient”).

WHEREAS, the City is willing to make available up to **\$350,000** from various sources, including Social Service funds or any COVID-19 CARES grant funds, for the purposes outlined herein, in particular to shelter low income and vulnerable populations; and

WHEREAS, the City wishes to engage the non-profit Subrecipient to respond to COVID-19, including addressing impacts of COVID-19, including funding staff and other operational costs (e.g., utilities, rent, security) necessary to operate the emergency overflow shelter.

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

**I. SCOPE OF SERVICES**

---

**A. Program Delivery**

As a condition of receiving this sub-award, the Subrecipient will administer funds in response to, preparation for, and in the prevention of the spread of COVID-19 as it relates to needs associated with emergency overflow shelter for people who are homeless during the pandemic. The work performed shall be in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement. The Program will include the following activities:

- **Activity One:** Cover staff costs to manage additional shelter space.
- **Activity Two:** Cover other operational costs including security, rent, and utilities to operate additional shelter space.

**1. Criteria for Households Served**

All beneficiaries must be homeless or without safe shelter.

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

Activity One: Employ additional staff to meet demand through 12/31/22.

Activity Two: Cover additional operational expenses to meet demand through 12/31/22.

In addition, Churches United will continue to accept referrals and participate with metro-wide shelter coordination strategies to support emergency quarantine, overflow, and decompression-related sheltering needs.

**3. Performance Monitoring**

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

**4. Term of Performance**

The terms of this agreement shall be for twelve months, beginning on the Commencement Date. The terms of this Agreement shall remain in effect during any period the Subrecipient has control over funds.

**II. BUDGET & USE OF FUNDS**

---

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

**Churches United January-December 2022 Budget**

Item	Total
Labor	\$256,500
Security	\$7,500
Rent	\$33,000
Other Facility Expenses (utilities, supplies etc.)	\$53,000
<b>TOTAL</b>	<b>\$350,000</b>

**III. PAYMENT**

---

**A. General Payment Terms**

**1. Maximum Amount**

The total amount to be paid by the City under this Agreement shall not exceed **\$350,000**. Indirect costs and travel expenses are not billable expenses for this project.

**2. Requests for Payment**

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

**3. Payment**

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

**B. Duplication of Benefits**

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

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

**IV. GENERAL CONDITIONS**

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**A. Indemnification & Hold Harmless**

The Subrecipient agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from

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

**B. Insurance & Bonding**

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

**C. Conflict of Interest**

The Subrecipient agrees to the following:

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

## **V. ADMINISTRATIVE REQUIREMENTS**

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### **A. Final Report**

The Subrecipient shall submit a final report within 90 days of project completion, to include the number of beneficiaries served through December 31, 2022 and the number of new jobs created.

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

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

#### **1. Compliance**

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

#### **2. Assurances**

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

## **VI. ENTIRE AGREEMENT**

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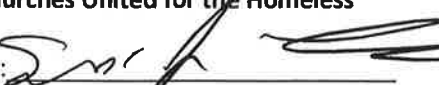
The provisions as set forth in items I-VII, and all attachments of this agreement constitute the entire agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein, and that no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



**Subrecipient**

SIGNED THE 16 DAY OF  
March, 2022.

**Churches United for the Homeless**

By:   
\_\_\_\_\_  
Pastor Susan J. Peterson-Koesterman  
Its: Chief Executive Officer

Federal ID #: 41-1594892  
DUNS #: 364422857

**City of Fargo**

SIGNED THE \_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_.

**CITY OF FARGO**, a North Dakota  
municipal corporation

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

ATTEST:

\_\_\_\_\_

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

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Please complete and sign.

**REQUIREMENTS AND SUBRECIPIENT ASSURANCES AGREEMENT BETWEEN CITY OF FARGO ACTING THROUGH ITS NORTH DAKOTA DEPARTMENT OF HEALTH (Grantor) NOTICE OF GRANT AWARD AND SUBRECIPIENT FOR THE PERIOD MAY 1, 2021 THROUGH DECEMBER 31, 2021**

### **SECTION ONE: REQUIREMENTS**

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

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

#### **2. AUTHORITY TO CONTRACT**

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

#### **3. INDEPENDENT ENTITY**

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

#### **4. STATE AUDIT REQUIREMENTS**

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

#### **5. RETENTION OF RECORDS**

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

#### **6. TERMINATION**

##### **a) Termination by Mutual Agreement**

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

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

Grantor is entering into this Agreement for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Agreement ceases to further the public policy of the State of North Dakota, Grantor, in its sole discretion, by written notice to SUBRECIPIENT, may terminate this Agreement in whole or in part. 2020 Notice of Grant Award Requirements Addendum and Subrecipient Assurances

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

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

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

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

**d) Termination for Cause**

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

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

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

**7. CONTINGENT LIABILITY**

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

**8. DELAY OR DEFAULT FORCE MAJEURE**

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

**9. NOTICE**

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

<b>GRANTOR</b>	<b>SUBRECIPIENT</b>
Nicole Crutchfield, Director of Planning	Pastor Susan J. Peterson-Koesterman
City of Fargo	Churches United for the Homeless
225 4th Street North	1901 First Avenue North
Fargo, ND 58102	Moorhead, MN 56560

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

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

**10. INTEGRATION, MODIFICATION, AND SEVERABILITY**

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

**11. COLLATERAL CONTRACTS**

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

**12. WORKS FOR HIRE**

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

**13. WORK PRODUCT**

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

**14. COMPLIANCE WITH PUBLIC RECORDS LAWS**

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

**15. CONFIDENTIALITY**

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

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

**16. ATTORNEY FEES**

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

**17. ALTERNATIVE DISPUTE RESOLUTION —JURY TRIAL**

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

**18. APPLICABLE LAW AND VENUE**

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

**19. SPECIAL CONDITIONS**

Funding will be provided on a reimbursement basis up to the amount awarded in the agreement based on allowable expenditures as identified in section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act. Expenditures incurred related to the Scope of Service for this agreement will be covered as early as May 1, 2021.

**20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

Subrecipient agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights (See N.D.C.C. Title 34 - Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Subrecipient agrees to timely file all

required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. Subrecipient shall have and keep current at all times during the Term of this agreement all licenses and permits required by law. Subrecipient's failure to comply with this section may be deemed a

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

#### **21. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY**

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

#### **22. SPOILIATION-NOTICE OF POTENTIAL CLAIMS**

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

#### **23. EVALUATION**

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

### **SECTION TWO: SUBRECIPIENT ASSURANCES**

#### **24. ASSURANCES**

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

- a) Fair Labor Standards Act. Equal Pay Act of 1963,
- b) Titles VI and VII of the Civil Rights Act of 1964.
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967.
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.
- i) Section 504 of the Rehabilitation Act of 1973.

- j) Executive Order 13043, Increasing Seat Belt Use in the United States, k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328),
- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

**25. APPLICABLE COSTS**

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

**26. DEBARMENT/SUSPENSION**

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

**27. APPROVED VENDOR**

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

**28. RESTRICTIONS FOR LOBBYING**

Subrecipient assures that:

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

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

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

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

**29. SMOKE FREE**

Any Subrecipient that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 2312-11. Further, if Subrecipient is not in North Dakota, Subrecipient will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

**30. ENERGY AND ENVIRONMENTAL CONSERVATION**

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

**31. RESOURCE CONSERVATION AND RECOVERY ACT**

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

**32. EQUIPMENT**

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

**33. FEDERAL AUDIT REQUIREMENTS**

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




**SUBRECIPIENT CERTIFICATIONS FOR REQUIREMENTS (SECTION ONE) AND SUBRECIPIENT ASSURANCES  
(SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS FOR THE PERIOD JANUARY 1, 2022 THROUGH  
DECEMBER 31, 2022**

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

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

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

If my organization/agency has grant(s) in place that extend past June 30, 2022, I agree that this Requirements Addendum and Subrecipient Assurances will become a part of the grant(s).

Agency/Organization (Subrecipient) Churches United for the Homeless		
Name and Title: Pastor Susan J. Peterson-Koesterman, Chief Executive Officer		
Address: 1901 First Avenue North		
City: Moorhead	State: MN	9 Digit Zip Code: 56560
DUNS Number: 364422857	Federal Taxpayer Identification Number: 41-1594892	
Signature: 		Date:03/16/2022

**CITY OF FARGO**  
**POLICE DEPARTMENT**

11



Chief David B. Zibolski

105 25th Street North, Fargo, North Dakota 58102  
 Office: 701-241-1400 Fax: 701-297-7789  
 www.fargopolice.com

March 14, 2022

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

RE: Approval to use civil asset forfeiture funds for camera replacements

Dear Commissioners,

As part of the 2022 City budget, the Fargo Police Department was approved to spend \$17,500 on camera replacements for our patrol officers who are trained in CSI duties. For background, all CSI patrol officers are assigned an SLR digital camera with lens attachment. They are also assigned a Pelican hard case to carry their equipment, but the case is not large enough to carry other CSI equipment such as fingerprinting supplies, swabs, etc., and can be cumbersome to carry with a duty bag. Many of the cameras currently in use are almost 10 years old or are of a lower technology than what is currently available for SLR cameras. The age of the cameras was the reason for the budget request.

Some of the Detectives in the Criminal Investigations Division also have SLR cameras that are aging and should be replaced. In addition, I would like to add 7 new CSIs to patrol to improve our coverage across the shifts. These factors were not figured into the original budget proposal. Captain Vinson and I have come up with a plan that would allow us to replace all of the older cameras in both divisions and to replace the patrol Pelican cases with high-quality camera backpacks. To accomplish this, we would need an additional \$13,439 from the state civil asset forfeiture funds to supplement the \$17,500 allocated in the budget.

The breakdown of the costs would be as follows:

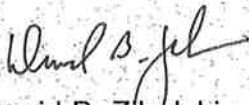
28	Cameras for Neighborhood Services Division	x \$649	\$18,172
8	Cameras for Criminal Investigations Division	x \$649	5,192
29	Lowepro backpacks	x \$175	<u>5,075</u>
			\$28,439
	2022 budgeted funds		<u>- 17,500</u>
	Total requested from civil asset forfeiture fund		<u>\$10,939</u>

**Recommended Motion**

To approve the use of \$10,939.00 in civil asset forfeiture funds to purchase camera replacements as described.

Please feel free to contact me with any questions you may have relative to this request.

Sincerely,

A handwritten signature in black ink, appearing to read "David B. Zibolski". The signature is fluid and cursive, with a long horizontal stroke at the end.

David B. Zibolski  
Chief of Police

## Application for Appropriation from Civil Asset Forfeiture Fund

### Applicant

David Zibolski, Chief of Police  
Fargo Police Department, 105 25<sup>th</sup> St. N., Fargo ND, 58102  
[dzibolski@fargond.gov](mailto:dzibolski@fargond.gov)  
701-476-4001

### Appropriation Requested:

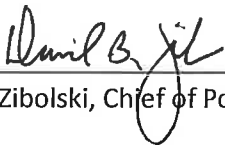
\$10,939 to pay for additional CSI cameras and backpacks.

### Explanation and confirmation of how the requested appropriation will further the public purpose of reducing criminal activity and aiding the efforts of criminal justice in support and furtherance of the Fargo Police Department's mission:

The Fargo Police Department has patrol officers trained to do CSI duties in the field to supplement the work done by Detectives in our Criminal Investigations Division. Part of the CSI duties for both patrol officers and detectives is to take high-quality photos using an SLR digital camera with attached lens. As technology advances, it becomes necessary to replace cameras so that photographs are of the highest possible quality. In addition, patrol officers need an adequate case to carry not only their camera equipment but also other CSI equipment that they bring with them while on duty.

We would request to use \$10,939 from the department's state Civil Asset Forfeiture Fund to supplement the money provided in the 2022 city budget for camera replacements. The additional funds will allow us to replace all of the current cameras (many of which are almost 10 years old) and allow us to purchase larger backpacks for patrol officers assigned to CSI duties.

I, Chief David Zibolski, am in support of the above-stated request for appropriation from the Civil Asset Forfeiture Fund. City of Fargo procurement policies will be followed to for all expenditures. Written confirmation will be provided to the City of Fargo Finance Office when the funds are expended.

  
\_\_\_\_\_  
David Zibolski, Chief of Police

03-11-22  
Date

(12)

# CITY OF FARGO POLICE DEPARTMENT



Chief David B. Zibolski

105 25th Street North, Fargo, North Dakota 58102  
Office: 701-241-1400 Fax: 701-297-7789  
[www.fargopolice.com](http://www.fargopolice.com)

March 14, 2022

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

RE: Ordinance Amendment – Classification of Overweight vehicles and  
Restricted use on certain streets

Dear Commissioners,

I seek your permission to work with the City Attorney to draft amendments to the Fargo Municipal Code, § 1-0305, to change the classification of penalty for "overweight vehicles" (FMC § 8-0920) and "restricted use on certain streets" (FMC § 8-0924).

Currently, Fargo Municipal Code § 8-0920 (size restrictions on vehicles) and § 8-0924 (restricted use of streets) are classified as infractions, meaning a defendant may be fined up to \$1,000 and must appear personally at the Fargo Municipal Court. A violator who desires to plead guilty may not simply pay the fine over the phone or mail in a check.

These types of offenses should not require a personal appearance at court. Amending these two ordinances to "noncriminal" would allow the defendant to pay the fine over the phone/mail instead of appearing in person.

**Suggested Motion:** I move to direct the City Attorney to prepare amendments to the Fargo Municipal Code, section 1-0305, as it relates to the classification of penalty for "overweight vehicles" (FMC § 8-0920) and "restricted use on certain streets" (FMC § 8-0924)

Sincerely,

Handwritten signature of David B. Zibolski in black ink.

David B. Zibolski  
Chief of Police



**FARGO POLICE DEPARTMENT**  
CHIEF DAVID B. ZIBOLSKI  
105 25th Street North  
Fargo, ND 58102-4002  
Main Line: 701.235.4493 | Fax: 701.297.7789  
FargoPolice.com

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March 14, 2022

Fargo City Commission  
City Hall  
225 4<sup>th</sup> Street N.  
Fargo, ND 58102

RE: Approval of the Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF) – Taskforce Officer and Body-Worn Camera Agreement

Dear Commissioners,

The Fargo Police Department has had a long-standing partnership with Bureau of Alcohol, Tobacco, Firearms & Explosives in terms of investigating and prosecuting firearms and violent crimes in our community. The attached MOU would designate one Fargo Police Department investigator with full time taskforce officer status. This would further enhance the existing partnership in terms of our ability to more effectively investigate firearms trafficking and related violent crime to further both state and federal prosecution of these serious crimes in our city.

The attached MOU also contains an addendum that addresses the usage of body-worn cameras during taskforce operations similar to ones written by other federal entities. The entire MOU has been reviewed and approved by City Attorney Nancy Morris.

**Recommended Motion**

Approve the ATF Taskforce Officer and Body-Worn Camera agreement.

Please contact me if you have any questions regarding this request.

Sincerely,

David B. Zibolski  
Chief of Police

Copy: Finance Director

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),**

And

The Fargo Police Department

This Memorandum of Understanding (“MOU”) is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) and FARGO POLICE DEPARTMENT (“participating agency”) as it relates to the ATF/FPD Violent Crime Task Force (herein referred to as the “Task force”).

**AUTHORITIES**

The authority to investigate and enforce offenses under provisions of this MOU are found at 28 U.S.C. § 599A , 28 C.F.R. §§ 0.130, 0.131, and 18 U.S.C. § 3051.

**PURPOSE**

The Task Force will perform the activities and duties described below:

- a. Investigate firearms trafficking
- b. Investigate firearms related violent crime
- c. Gather and report intelligence data relating to trafficking in firearms
- d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of NORTH DAKOTA.

**PHYSICAL LOCATION**

Officers assigned to this Task Force by the FARGO POLICE DEPARTMENT shall be referred to as Task Force Officers (TFOs). TFOs will be under the guidance of the ATF FARGO FIELD

OFFICE located at 657 2<sup>nd</sup> Ave N, Suite 420, Fargo, North Dakota BUT WILL MAINTAIN WORK SPACE AT THE FARGO POLICE DEPARTMENT.

### **SUPERVISION AND CONTROL**

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this Task Force.

Each TFO shall remain subject to their respective agencies' policies, and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, TFOs will be subject to Federal law and Department of Justice (DOJ) and ATF orders, regulations and policy, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws.

Failure to comply with this paragraph could result in a TFO's dismissal from the Task Force

### **PERSONNEL, RESOURCES AND SUPERVISION**

To accomplish the objectives of the Task Force, ATF will assign 3 Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and officers assigned to the Task Force. This support may include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

The Fargo Police Department agrees to make available to their assigned task members any equipment ordinarily assigned for use by the Fargo PD. In the event ATF supplies equipment (which may include vehicles, weapons or radios), TFOs must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the FARGO POLICE DEPARTMENT agrees to detail 1 fulltime TFO to the Task Force.

All TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy as well as the requirements of the Fargo Police Department.

### **SECURITY CLEARANCES**

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.



## **DEPUTATIONS**

ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the Fargo Police Department's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.

A TFO will not be granted Department of Justice legal representation if named as a defendant in a private-capacity lawsuit alleging constitutional violations unless all deputation paperwork has been completed prior to the event(s) at issue in the lawsuit.

The Fargo Police Department agrees that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

## **ASSIGNMENTS, REPORTS AND INFORMATION SHARING**

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The Fargo Police Department will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency(ies). This section does not preclude the necessity of individual TFOs to complete forms required by the Fargo Police Department.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable

statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

### **INVESTIGATIVE METHODS**

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

### **INFORMANTS**

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of the Fargo Police Department for administrative purposes and handling. The policies and procedures of the Fargo Police Department with regard to handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

### **DECONFLICTION**

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.

- b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: Resident Agent in Charge

FARGO POLICE DEPARTMENT: Lieutenant overseeing the Metro Street Crimes Unit.

### **EVIDENCE**

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint and/or DNA analysis and for a National Integrated Ballistic Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

### **JURISDICTION/PROSECUTIONS**

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate Cass County State's Attorney Office, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the Cass County State's Attorney Office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

## USE OF FORCE

All fulltime TFOs will comply with ATF and the Department of Justice's (DOJ's) Use of Force orders and policies. TFOs must be briefed on ATF's and DOJ's Use of Force policy by an ATF official, and will be provided with a copy of such policy.

## BODY WORN CAMERAS AND TASK FORCE OFFICERS

In accordance with DOJ policy, dated October 29, 2020, Body Worn Cameras (BWCs) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. In such cases, the Fargo Police Department must formally request to participate in the TFO BWC program and, upon approval, shall comply with all DOJ and ATF policies, and the required procedures, documentation, and reporting while participating on the task force.

## MEDIA

Media relations related to task force operations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

## SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. The Fargo Police Department will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the State and Local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under State law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

### **AUDIT INFORMATION**

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

### **FORFEITURES/SEIZURES**

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results, ATF will become the final arbitrator of the distributive shares for the participating agencies

### **DISPUTE RESOLUTION**

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

### **LIABILITY**

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

#### **MEASUREMENT OF SUCCESS**

The success of this initiative will be measured by the participating agencies willingness to share certain information, (i.e crime statistics) for the purpose of measuring the success of the task force as well as its performance.

With the addition of a FARGO POLICE DEPARTMENT TFO to the Fargo Field Office, with an area of responsibility (AOR) well over 69,000 square miles covering two states, situated on the Canadian border, ATF will reduce risk to the public safety by interdiction and prevention caused by illegal firearms trafficking; criminal possession and use of firearms; caused by criminal organizations and gangs.

- Success can be measured by capturing the number of defendants referred for prosecution in the given fiscal year, for violations related to firearms trafficking.
- Number of defendants convicted, in the given fiscal year, for violations related to firearms trafficking, regardless of the year of referral.
- Estimated number of firearms trafficked.
- Number of traces submitted.
- Number of NIBIN hits and number of items entered into NIBIN.
- Number of defendants charged with firearms-related offenses who were convicted, in the given fiscal year, regardless of the year of referral.
- Number of defendants referred for prosecution, in the given fiscal year, for violations related to firearms.
- Number of crime guns taken off the streets.

**DURATION**

This MOU is effective with the signatures of all parties and terminates at the close of business on September 30, 2026.

This MOU supersedes previously signed MOUs and shall remain in effect until the aforementioned expiration date or until it is terminated in writing (to include electronic mail and facsimile), whichever comes first. All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

The MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

**MODIFICATIONS**

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATURES**

\_\_\_\_\_/\_\_\_\_\_  
David B. Zibolski                      Date  
Chief of Police  
Fargo Police Department

\_\_\_\_\_/\_\_\_\_\_  
William J. McCrary              Date  
Special Agent in Charge, ATF  
St. Paul Field Division

\_\_\_\_\_  
Dr. Timothy Mahoney  
Mayor  
City of Fargo, ND

\_\_\_\_\_  
Steve Sprague  
City Auditor  
City of Fargo, ND

**Addendum to Task Force Agreements Pertaining to Body-Worn Cameras**

This addendum supplements the agreement between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the FARGO POLICE DEPARTMENT, dated January 18, 2022 establishing the ATF/FPD Violent Crime Task Force. Pursuant to the “Department of Justice Policy – Use of Body-Worn Cameras (BWC) by Federally Deputized Task Force Officers,” dated [insert date], [name of police agency] has advised ATF that it will require its deputized officers participating in the Task Force to use Body Worn Cameras (BWCs). This addendum governs that use.

The parties hereby agree to the following:

- I. Task Force Officers (TFO) will adhere to the DOJ Policy, ATF’s Standard Operating Procedures for Task Force Officer Body Camera Program, and other applicable ATF policies and procedures. Fargo Police Department Officers not assigned to Task Force Operations shall not be included in the term so this Agreement despite providing assistance in the Operation.
- II. The FARGO POLICE DEPARTMENT confirms that prior to executing this agreement it has provided to ATF details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFO’s use of BWCs, including any retention policies as detailed in Attachment 1 – Agency Checklist.
- III. Use of BWCs During Federal Task Force Operations:
  - A. Deputized Task Force Officers (TFO) through the Joint Law Enforcement Operations (JLEO) Program will be allowed to wear and activate their recording equipment with BWCs for the purposes of recording their actions only during:
    - 1. A pre-planned attempt to serve an arrest warrant or other planned arrest; or
    - 2. The execution of a search or seizure warrant or order.
  - B. TFOs are authorized to activate their BWCs upon making entry into a premises or upon approaching a subject, and must deactivate their BWCs when the scene is secured as determined by the federal supervisor on the scene as designated by the sponsoring federal agency.
    - 1. For purposes of this agreement, the term “secured” means that the scene is safe and under law enforcement control.
    - 2. In the event circumstances arise requiring additional law enforcement assistance to secure the scene, the TFO will end BWC recording when relieved from the scene by another law enforcement agency.
  - C. For the execution of a search warrant, BWCs should not be used for searches of physical property lawfully in government custody or control, or a search warrant to



**Addendum to Task Force Agreements Pertaining to Body-Worn Cameras**

obtain digital or electronic records executed by a third party, such as an electronic service provider or custodian of electronic records.

- D. TFOs will follow the provisions set forth in this agreement for use of BWCs, and the provisions of this agreement will supersede any conflicting provision in the agency's policy for TFOs while serving on the federal Task Force.
- E. TFOs may use BWCs in accordance with this policy anywhere they are authorized to act as a police or peace officer under state, local, territorial or tribal law.
- F. TFOs may use only agency-issued and agency-owned BWCs. TFOs will not be allowed to possess or use any privately owned BWC or other recording device of any kind.
- G. In the event a TFO's BWC is not working or inoperable due to a technical problem or cannot be used due to physical damage, and, in the judgement of the Task Force supervisor, delaying the operation to repair or obtain a replacement BWC is not practical or would impair the operation, the TFO may participate in the operation without using a BWC.
- H. Even when BWC use would be permissible in the circumstances set forth in Section III A above, TFOs are prohibited from recording:
  - 1. Undercover personnel;
  - 2. Confidential informants or confidential sources;
  - 3. On-scene witness interviews prior to or after the operation;
  - 4. Personnel using specialized investigative techniques or equipment; or
  - 5. Actions by any non-law enforcement persons at the scene who are assisting law enforcement personnel.

**Addendum to Task Force Agreements Pertaining to Body-Worn Cameras**

IV. THE FARGO POLICE DEPARTMENT Internal Controls:

- A. The Fargo Police Department Chief will serve as a point-of-contact (POC) for ATF on BWC matters.
- B. THE FARGO POLICE DEPARTMENT will notify ATF of any change in state or local law that will modify how ATF TFOs must use BWCs or will affect release or redaction of BWC recordings from TFO BWCs made while working under federal authority on behalf of ATF (“TFO BWC recordings”).
- C. THE FARGO POLICE DEPARTMENT will notify and consult ATF prior to making any change in agency policy that will affect the storage, release, or redaction of TFO BWC recordings.
- D. THE FARGO POLICE DEPARTMENT will provide training to ATF task force personnel on the BWCs to familiarize them with the capabilities and operation of BWCs used during task force activities.
- E. THE FARGO POLICE DEPARTMENT will allow ATF Task Force supervisors to make decisions about recording or not recording under the same circumstances that parent agency supervisors are allowed to make such decisions. THE FARGO POLICE DEPARTMENT will provide training to ATF personnel as needed to implement this.

V. Handling of BWC Recordings Made During Task Force Operations:

- A. For purposes of this agreement, the term “TFO BWC recordings” refers to audio and video recordings, and associated metadata, from TFO BWCs made while the TFO is working under federal authority.
- B. Fargo Police Department promptly will provide full, un-redacted copies of TFO BWC recordings to ATF, with no exceptions. The preferred method to receive the recording from the Fargo Police Department is by authorized upload method to ATF’s Axon cloud, which is currently available through evidence.com. If the Fargo Police Department is unable to provide TFO BWC recordings using this method, or other technical issues arise regarding copies of TFO BWC recordings, ATF and the Fargo Police Department, in consultation with ATF’s Office of Investigative Technology (ST), will determine an alternative solution.
- C. TFOs will document BWC use and the existence of BWC recordings in the Report of Investigation (ROI). The TFO will include in the ATF ROI a statement attesting that the date provided is a fair and accurate copy of the data recorded by the BWC.

**Addendum to Task Force Agreements Pertaining to Body-Worn Cameras**

- D. All TFO BWC recordings made during federal task force operations, including such recordings retained by the FARGO POLICE DEPARTMENT and/or in the possession of any third party engaged by FARGO POLICE DEPARTMENT to store or process BWC recordings shall be deemed federal records of the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (DOJ/ATF) pursuant to the Federal Records Act.
- E. The Fargo Police Department is authorized to use TFO BWC recordings for internal investigations of its personnel consistent with the Fargo PD's policies and procedures, not involving dissemination outside the parent agency or public release. The Fargo Police Department shall provide written notification to the sponsoring federal agency prior to any internal review.
- F. If TFO BWC recording(s) depict conduct committed solely by a TFO resulting in serious bodily injury or death of another, the Fargo Police Department shall notify the sponsoring federal agency <sup>1</sup>and the United States Attorney if it intends to publicly release the TFO's BWC recording(s). The sponsoring federal agency and the United States Attorney will expeditiously review the recording(s) and provide official concurrence with public release as soon as practical, unless there are specific and compelling circumstances justifying an objection to public release that cannot be resolved by redaction or other means. Upon official concurrence, the Fargo Police Department may immediately release the recording(s) with any agreed-upon redactions, giving as much advance notice as possible to the sponsoring federal agency and United States Attorney as to the time and manner of its release.
- G. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information, the premature disclosure of which could reasonably be expected to interfere with enforcement proceedings, and as potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning disclosure or dissemination (including but not limited to 28 C.F.R. Ch. 1, Pt. 16, Subpart B ("Touhy Regulations")); and therefore deemed privileged absent appropriate redaction prior to disclosure or dissemination.
- H. If a TFO BWC recording involves a use of force incident as defined below, or involves another time-sensitive or urgent situation, THE FARGO POLICE DEPARTMENT will provide ATF copies on an expedited basis, including during non-business hours. For purposes of this provision, use of force incidents include, but are not limited to, incidents utilizing intermediate weapons, i.e., TASERS, expandable batons, kinetic energy projectiles, emergency/improvised intermediate impact

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<sup>1</sup> The notification may be to the Special Agent in Charge (SAC) or the Director of the ATF (or the Director's designee), and any discussions, negotiations, and concurrence may be made by the SAC or Director of ATF (or the Director's designee) after appropriate consultation within their agency.

**Addendum to Task Force Agreements Pertaining to Body-Worn Cameras**

weapons, such as, a flashlight or radio; any use of force resulting in serious injury or death; canine bites resulting in penetration of human skin; and all shooting incidents.

- I. THE FARGO POLICE DEPARTMENT will provide witnesses as needed to authenticate TFO recordings in ATF cases.
- J. THE FARGO POLICE DEPARTMENT will inform ATF of the length of time TFO BWC recordings will be retained by the agency before deletion. THE FARGO POLICE DEPARTMENT will honor any request by ATF to retain the TFO BWC recordings for a longer period of time.
- K. THE FARGO POLICE DEPARTMENT will restrict access to TFO BWC recordings within the agency to all supervisors and to detectives assigned to the Criminal Investigations Division.
- L. THE FARGO POLICE DEPARTMENT will notify ATF immediately of any unauthorized access to TFO recordings discovered by the agency.
- M. THE FARGO POLICE DEPARTMENT will cooperate fully with ATF in the investigation of any unauthorized access to or disclosure of TFO recordings, including providing ATF the name(s) of any agency personnel determined by the agency to be involved in unauthorized access, copying, or disclosure.
- N. THE FARGO POLICE DEPARTMENT will notify ATF as soon as possible regarding any request or demand for release or disclosure of TFO recordings, including but not limited to subpoenas, discovery demands or motions, open record/freedom of information requests, media requests, or union or other professional association requests.
- O. THE FARGO POLICE DEPARTMENT will not publicly release TFO BWC Recordings without the express, written permission of ATF. Further, upon request of ATF, THE FARGO POLICE DEPARTMENT will withhold public release of any TFO recording.
- P. THE FARGO POLICE DEPARTMENT will not release or disseminate TFO recordings to any other law enforcement agency, or to any state or local prosecutor, without the express written permission of ATF.
- Q. THE FARGO POLICE DEPARTMENT will redact any video or audio portion of TFO recordings as requested by ATF prior to public release unless doing so would violate a Federal court order. Upon request of ATF, the Fargo Police Department will permit ATF to redact any TFO recording that will be publicly released. Nevertheless, records of the Fargo Police Department shall be redacted in accordance with North Dakota Open Records Law when in the possession and control of the FPD.

Addendum to Task Force Agreements Pertaining to Body-Worn Cameras

R. THE FARGO POLICE DEPARTMENT will issue agency policy that restricts access to GPS and/or live streaming information when a TFO is using a BWC as part of a task-force operation.

\_\_\_\_\_/\_\_\_\_\_  
David B. Zibolski                      Date  
Chief of Police  
Fargo Police Department

\_\_\_\_\_/\_\_\_\_\_  
William J. McCrary      Date  
Special Agent in Charge, ATF  
St. Paul Field Division

\_\_\_\_\_  
Dr. Timothy Mahoney  
Mayor  
City of Fargo, ND

\_\_\_\_\_  
Steve Sprague  
City Auditor  
City of Fargo, ND

**ATTACHMENT 1**

**Standard Operating Procedures for Task Force Officer (TFO) Body-Worn Camera (BWC) Program**

**BODY-WORN CAMERA TASK FORCE OFFICER AGENCY CHECKLIST**

*\*Complete separate checklist for each agency employing task force officers that will use BWCs. Attach additional sheets if necessary.\**

Date: 11/19/21

<b>ATF Division</b>	<b>Task Force</b>	<b>State/Local Agency</b>
		Fargo Police Department
<b>Person Completing Checklist</b>		
<b>Name</b>	<b>Phone Number</b>	<b>Email Address</b>
Captain Chris Helmick	701-476-4095	chelmick@fargond.gov

<b>A. State &amp; Local Legal Authority</b>		
List and attach any state or local laws applicable to BWCs or impacting BWCs (e.g., open records laws, legal retention requirements, etc.); and other pertinent legal guidance (e.g., significant case law, State AG Opinions, etc.). If none, enter "N/A." Add additional rows as necessary.		
<b>Title</b>	<b>Cite</b>	<b>Comments</b>
North Dakota open records laws	ND Century Code 44-04	See attachment
<b>B. TFO Parent Agency Policies</b>		
List and attach any policy, procedure, or other written directive from the TFO's parent agency applicable to TFOs' use of BWCs. Include any union or other labor agreement requirements regarding BWCs applicable to TFOs. If none, enter "N/A." Add additional rows as necessary.		
<b>Title</b>	<b>Cite</b>	<b>Comments</b>
Fargo PD BWC policy	FPD Policy 424	See attachment

Answer the following questions, including any applicable citation (e.g., state or local law, agency policy, vendor contract, etc.).		
<i>C. BWC System</i>		
1	Name/model of BWC used by agency? Attach technical specifications.	Axon Body 3
2	Internal storage of recordings or external with a 3 <sup>rd</sup> party vendor? If a 3 <sup>rd</sup> party, identify the vendor, attach contract.	Axon
3	Does the BWC system include a "buffer" or "pre-record" function, or a "post-record" function? If so, state the length of the buffer/pre-record and/or post-record, and whether it is audio only or both audio and video.	Yes, 30 seconds -- video only.
4	Can agency provide BWC recordings on Blu-ray discs provided by ATF? If not, what other options exist?	Yes
5	Can the system be configured to give designated ATF personnel direct access to view and copy TFO recordings at the ATF office?	A share link can be provided to facilitate transfer of files to ATF.
6	Will ATF need specialized software or equipment to view recordings? If so, specify.	No
7	Will ATF need specialized software or equipment to copy recordings? If so, specify.	No
8	Does the system have an audit function that will identify persons who accessed, downloaded, or copied recordings?	Yes
9	How will ATF cases be identified in the agency's system?	Files can be titled using a ATF designation if necessary.
10	What metadata can be obtained from BWC recordings?	Officer name, date recorded, date uploaded, file format, file size, camera serial number, location
11	How long will recordings be preserved in the agency's system? Attach any agency retention schedule, and note whether it is mandated by state /local law or agency policy only.	See attached
12	Does the BWC system allow restriction of BWC recording access to specific persons within the agency?	Yes
13	How does agency handle inadvertent/accidental recordings?	Videos are required to be retained for 180 days and then are deleted.
14	How does agency handle requests to delete BWC recordings?	Requests would need to be reviewed and approved by the Chief of Police.
15	Will the TFO be able to charge the BWC and/or download/upload the recordings into the agency's BWC system at the ATF task force office?	This would only be possible if ATF purchased a charging dock for the TFO's camera.
16	Does the BWC have a GPS function? If so, is the function available to the TFO, and what is	TFO could have access to the GPS function but it cannot be turned off.

	the agency's policy regarding use of GPS? Can it be ATFctivated on TFO BWCs?	
17	Does the BWC have a "live stream" capability? If so, is the function available to the TFO, and what is the agency's policy regarding use of "live streaming" with BWCs? Can it be ATFctivated on TFO BWCs?	We do have the capability. TFO does not have access to view livestreams. Livestreaming cannot be ATFctivated. Only sergeants and above can view livestreams.
18	Does the agency utilize facial recognition technology with BWC recordings?	No
19	Provide an agency point-of-contact who can provide information regarding system security and protections, and location and security precautions of data storage facilities. <b>*Do not attach this information.*</b>	Assistant Chief Travis Stefonowicz



<b>D. BWC Use</b>		
1	Are there any exceptions under agency policy to the requirement to record search warrant executions or arrests?	Not at the current time.
2	What is the agency's policy regarding BWC recording of CSs?	Camera may be ATFctivated when interviewing CS
3	Does agency prohibit BWC recording in any specific situations? If so, list.	<ul style="list-style-type: none"> <li>-For personal use</li> <li>-When in hospital setting with a prisoner unless behavior dictates; and when discussing confidential medical information.</li> <li>-While debriefing officers on specific details or tactics.</li> <li>-When developing a tactical plan or operating within a command post.</li> <li>-While creating a mental health safety plan.</li> <li>-When interviewing a CI.</li> <li>-During personal breaks.</li> <li>-When inside the department performing admin or preparatory tasks.</li> </ul>
4	Under agency policy, are there circumstances when a supervisor may direct the officer to record or not record?	Not specified in policy.
5	What is the agency's policy regarding citizen notification of BWC recording?	ND has one-party consent so no notification is needed and not specified in policy. Camera must be worn in conspicuous manner unless doing undercover work.
6	If the TFO's BWC is inoperable does the agency's policy permit the TFO to participate in enforcement activities if a replacement is not readily available?	Yes, as long the TFO gets a functioning camera as soon as practicable and documents in their report why no recordings exist.

<b>E. Law Enforcement Access to BWC Recordings</b>		
<b>1</b>	Are officers allowed to review BWC recordings before writing reports? Giving statements? <ul style="list-style-type: none"> <li>If so, are they allowed to view only recordings from their own BWC, or are they allowed view BWC recordings from other officers?</li> </ul>	Yes. Detectives are allowed to review videos from other officers.
<b>2</b>	If officers are allowed to review recordings are there any exceptions? If so list the exceptions, e.g., internal investigations, critical incidents (e.g., officer-involved shooting (OIS), use of ATFdly force, etc.).	N/A
<b>3</b>	Who in the parent agency will have access to TFOs' BWC recordings involving ATF/federal cases?	TFO and their supervisors.
<b>4</b>	Does agency restrict access to BWC recordings involving a critical incident (e.g., OIS)? If so, who has access in those situations?	Yes, only supervisors and above have access as well as Office of Professional Standards.
<b>5</b>	Will members of the parent agency be able to identify ATF cases in the BWC system? How?	Using case number or by searching for TFO files.
<b>6</b>	Does the agency require random or directed supervisory review/audit of officer videos for policy compliance or other issues? If so, will this include TFO recordings of ATF cases?	Not required at this time.
<b>7</b>	Will non-law enforcement employees of the parent agency or municipality have access to ATF BWC recordings, e.g., IT? If so, are they CJIS-compliant (e.g., CJIS background checks)?	Yes, our IT department is CJIS compliant.
<b>8</b>	Are officers allowed to make copies of BWC recordings, or must they obtain recordings from someone else within the agency?	Recordings can be shared with partner agencies, otherwise must be handled through open-records requests.
<b>9</b>	Are officers allowed to possess copies of recordings outside the police facility, or retain possession of copies for personal use?	No
<b>10</b>	Does the agency have a policy prohibiting sharing of recordings outside of law enforcement for non-official reasons?	Yes
<b>11</b>	Does the agency have a policy prohibiting the posting of BWC recordings to the Internet, social media sites, or the media for non-official purposes?	Yes
<b>12</b>	Does the agency have a policy prohibiting officers from wearing or using privately owned BWCs or any other non-issued BWC?	Yes
<b>13</b>	Do any other law enforcement entities or personnel have direct access to recordings, e.g., prosecutor's office?	Cass County States Attorney

<b>14</b>	Does the parent agency investigate TFO-involved shootings (or other TFO-involved events involving ATFth or serious injury), or is this done by another agency? If another agency: <ul style="list-style-type: none"><li>• Identify the agency.</li><li>• Is there an agreement, policy, or protocol in place with the agency for handling these situations? If so, attach.</li></ul>	ND Bureau of Criminal Investigation would handle OIS incidents.
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<b>F. External Access to BWC Recordings</b>		
<b>1</b>	<p>How does the agency handle external requests for BWC recordings?</p> <ul style="list-style-type: none"> <li>• Criminal discovery, subpoenas?</li> <li>• Civil/administrative discovery, subpoenas?</li> <li>• Open record/freedom of information requests?</li> <li>• Media requests?</li> <li>• Union requests? Is there an agreement with the union regarding union disclosure of BWC recordings? If so, attach copy.</li> </ul>	All requests for video go through our Records department for redaction and review of open records requirements.
<b>2</b>	<p>If the agency uses a 3<sup>rd</sup> party vendor to store recordings:</p> <ul style="list-style-type: none"> <li>• is security of, or access to, recordings addressed in the contract?</li> <li>• are background checks of vendor employees addressed in the contract?</li> </ul> <p>If so, attach copy.</p>	All recordings are stored in the Axon Evidence.com system.
<b>3</b>	How does the agency handle redaction of BWC recordings prior to public release?	Redaction is handled by our Records department and done within the Evidence.com application.



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**FARGO POLICE DEPARTMENT**  
CHIEF DAVID B. ZIBOLSKI  
105 25th Street North  
Fargo, ND 58102-4002  
Main Line: 701.235.4493 | Fax: 701.297.7789  
FargoPolice.com

March 14, 2022

Fargo City Commission  
City Hall  
225 4<sup>th</sup> Street N.  
Fargo, ND 58102

RE: Approval of the animal pound services contract with Valley Veterinary Hospital

Dear Commissioners,

The Fargo Police Department has an existing agreement for animal pound services with Valley Veterinary Hospital, located at 3210 Main Avenue, Fargo, that expired on December 31, 2021. The attached contract is a renewal for another three-year period.

The agreement has been reviewed and approved by City Attorney Nancy Morris. A copy of the contract is attached.

**Recommended Motion**

Approve the contract with Valley Veterinary Hospital for animal pound services.

Please contact me if you have any questions regarding this request.

Sincerely,

David B. Zibolski  
Chief of Police

Copy: Finance Director

# Valley Veterinary Hospital

3210 Main Avenue  
Fargo, ND 58103

## Agreement For Services

## City of Fargo

Date

October 21, 2021

Services Performed By:

Valley Veterinary Hospital  
3210 Main Avenue  
Fargo, ND 58103

Services Performed For:

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

THIS AGREEMENT, made by and between

**THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4<sup>th</sup> Street North, Fargo, North Dakota, hereinafter referred to as "**CITY**", and **VALLEY VETERINARY HOSPITAL, P.C.**, a North Dakota Professional corporation, 3210 Main Avenue, Fargo, North Dakota, hereinafter referred to as "**VALLEY**";

### WITNESSETH:

**WHEREAS**, VALLEY has agreed to provide services to the City of Fargo and to act as its animal pound; and

**WHEREAS**, CITY has agreed to compensate VALLEY on a monthly basis; and

**WHEREAS**, VALLEY has adequate facilities to serve the needs of the City in connection with animal control issues; and

**WHEREAS**, the parties wish to define their respective duties and responsibilities;

**NOW, THEREFORE**, for valuable consideration, the parties agree that the terms of their agreement shall be as follows:

## 1. Compensation of Services

- a. The City shall compensate Valley for services provided under this Agreement in the total amount of \$187,800 per year, payable in monthly installments. In addition, Valley may collect from the owner of an impounded animal and keep as revenue, fees for rabies vaccinations, medical care, and other fees, except that Valley is not entitled to retain fees collected for issuing licenses; such fees will be collected by Valley and remitted to the City.
- b. In exchange for the compensation payable under this Agreement Valley shall provide the following types of services for City of Fargo animals, including arrange adequate staff and personnel, as more fully described herein:
  - I. Boarding (food, water, exercise), supervision of animals, and administration of pound operations;
  - II. Euthanasia and proper disposal of animals;
  - III. Veterinarian services including rabies vaccinations, regular veterinary care, emergency care as more fully described herein;
  - IV. Response to inquiries and questions regarding impounded animals, displaying such animals to be claimed and making attempts to properly identify animals and contact owners;
  - V. Issuance of licenses and collecting appropriate fees for remittance to the City; and
  - VI. Maintaining complete records of identification and disposal of animals.
- c. If an animal is sick or injured and receives vet care, fees for such services must be paid by the owner/claimant before the animal is released.

## 2. Term of Agreement

- a. The term of this Agreement shall be effective January 1, 2022 and continue for thirty-six (36) months through December 31, 2025.
- b. Notice of Intent to Terminate: Either party may terminate this Agreement upon six (6) months written notice to the other party. Termination for cause shall be effective upon notice of default and failure to cure within 30 days thereof.

### 3. Hours of Services and Operation

- a. Hours of operation for the pound shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, and Saturday from 9:00 a.m. to 12:00 p.m.
- b. If Valley is closed on a Saturday that the Pound is open, the Pound assistant will release animals with proof of current rabies vaccination. If the owner is unable to provide proof and the assistant cannot reach their veterinarian to obtain verification, the owner will be informed of the City laws regarding rabies vaccination requirements and notified that the animal may be claimed on Monday when proof of vaccination can be obtained or a veterinarian is on staff to supervise administration of a rabies vaccine.
- c. Valley will provide emergency care during regular pound hours with a limit of \$250.00 per animal unless the owner otherwise is located and makes a deposit for costs above \$250.00. Costs for such emergency care will be paid by the owner. Valley will otherwise not provide emergency care "after hours," i.e., evenings, weekends, or holidays designated as New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas Day, with half-day service on Christmas Eve and New Year's Eve. On days that Valley is not open, the City will contract with another provider for emergency care beyond regular pound hours.
- d. If the city requests, Valley will provide a calendar, by December, for the upcoming year that will show dates the hospital is scheduled to be closed (incl. holidays and Saturdays)
- e. Valley personnel are not responsible for dealing with the public concerning impounded animals at times other than during regular pound hours.

This includes, but is not limited to:

- i. "Check and see" if the animal is in the pound;
- ii. Releasing animals from the pound;
- iii. Answering any questions concerning pound procedures; and
- iv. Admitting people into the pound.



## 4. Contact Person

The Fargo Police Department's Community Service Officer (CSO) Supervisor will serve as a liaison between animal pound team and the Fargo City Police Department.

## 5. Holding Periods of Animals

- a. Impounded animals will be held for three (3) business days, not counting the day that they are impounded. Holidays, office closed days and Sundays are not counted in the three-day period. Animals may be placed under a ten (10) day safe keep hold in situations where an owner is deceased and notification of next of kin is pending, or if the owner has been incarcerated or hospitalized. Animals abandoned in a residence will be held for the standard three (3) business days, unless otherwise requested by Fargo City Police Department, in which case such animal may be held up to 10 days.
- b. Dogs and cats will be held one additional day to allow for placement of adoption by Homeward Animal Shelter, by Adopt-A-Pet, or Cat's Cradle, on the condition that Homeward Animal Shelter, Adopt-A-Pet, and/or Cat's Cradle have made appropriate arrangements for claiming the dogs/cats and on the condition that the pound has sufficient pound space available to house such dogs/cats until they are claimed by Homeward Animal Shelter, by Adopt-A-Pet, or Cat's Cradle

## 6. Housing and Acceptance of Animals

a. General housing care standards. Valley will provide housing and care for animals according to applicable regulations issued by the U.S. Department of Agriculture, 9 CFR 3, Animal and Plant Health Inspection Service, Specifications for the Human Handling, Care, Treatment and Transportation of Dogs and Cats. Valley shall be responsible for determining applicable standards, but at a minimum, shall meet the standards more specifically set forth in 9 CFR 3:

3.2(a): (a) Heating, cooling, and temperature. Indoor housing facilities for dogs and cats must be sufficiently heated and cooled when necessary to protect the dogs and cats from temperature or

humidity extremes and to provide for their health and well-being. When dogs or cats are present, the ambient temperature in the facility must not fall below 50 °F (10 °C) for dogs and cats not acclimated to lower temperatures, for those breeds that cannot tolerate lower temperatures without stress or discomfort (such as short-haired breeds), and for sick, aged, young, or infirm dogs and cats, except as approved by the attending veterinarian. Dry bedding, solid resting boards, or other methods of conserving body heat must be provided when temperatures are below 50 °F (10 °C). The ambient temperature must not fall below 45 °F (7.2 °C) for more than 4 consecutive hours when dogs or cats are present, and must not rise above 85 °F (29.5 °C) for more than 4 consecutive hours when dogs or cats are present. The preceding requirements are in addition to, not in place of, all other requirements pertaining to climatic conditions in parts 2 and 3 of this chapter.

3.2(b): (b) Ventilation. Indoor housing facilities for dogs and cats must be sufficiently ventilated at all times when dogs or cats are present to provide for their health and well-being, and to minimize odors, drafts, ammonia levels, and moisture condensation. Ventilation must be provided by windows, vents, fans, or air conditioning. Auxiliary ventilation, such as fans, blowers, or air conditioning must be provided when the ambient temperature is 85 °F (29.5 °C) or higher. The relative humidity must be maintained at a level that ensures the health and well-being of the dogs or cats housed therein, in accordance with the directions of the attending veterinarian and generally accepted professional and husbandry practices.

3.6(a): (a) General requirements.

(1) Primary enclosures must be designed and constructed of suitable materials so that they are structurally sound. The primary enclosures must be kept in good repair.

(2) Primary enclosures must be constructed and maintained so that they:

- (i) Have no sharp points or edges that could injure the dogs and cats;
- (ii) Protect the dogs and cats from injury;
- (iii) Contain the dogs and cats securely;
- (iv) Keep other animals from entering the enclosure;
- (v) Enable the dogs and cats to remain dry and clean;
- (vi) Provide shelter and protection from extreme temperatures and weather conditions that may be uncomfortable or hazardous to all the dogs and cats;
- (vii) Provide sufficient shade to shelter all the dogs and cats housed in the primary enclosure at one time;
- (viii) Provide all the dogs and cats with easy and convenient access to clean food and water;
- (ix) Enable all surfaces in contact with the dogs and cats to be readily cleaned and sanitized in accordance with § 3.11(b) of this subpart, or be replaceable when worn or soiled;
- (x) Have floors that are constructed in a manner that protects the dogs' and cats' feet and legs from injury, and that, if of mesh or slatted construction, do not allow the dogs' and cats' feet to pass through any openings in the floor;
- (xi) Provide sufficient space to allow each dog and cat to turn about freely, to stand, sit, and lie in a comfortable, normal position, and to walk in a normal manner; and
- (xii) If the suspended floor of a primary enclosure is constructed of metal strands, the strands must

either be greater than 1/8 of an inch in diameter (9 gauge) or coated with a material such as plastic or fiberglass. The suspended floor of any primary enclosure must be strong enough so that the floor does not sag or bend between the structural supports.

3.6(b)(1)(ii): (1) Each cat, including weaned kittens, that is housed in any primary enclosure must be provided minimum vertical space and floor space as follows: (ii) Cats up to and including 8.8 lbs (4 kg) must be provided with at least 3.0 ft<sup>2</sup> (0.28 m<sup>2</sup>)

3.6(c)(1)(i): (i) Each dog housed in a primary enclosure (including weaned puppies) must be provided a minimum amount of floor space, calculated as follows: Find the mathematical square of the sum of the length of the dog in inches (measured from the tip of its nose to the base of its tail) plus 6 inches; then divide the product by 144. The calculation is: (length of dog in inches + 6) × (length of dog in inches + 6) = required floor space in square inches. Required floor space in inches/144 = required floor space in square feet.

3.8(a): (a) Dogs housed individually. Dogs over 12 weeks of age, except bitches with litters, housed, held, or maintained by any dealer, exhibitor, or research facility, including Federal research facilities, must be provided the opportunity for exercise regularly if they are kept individually in cages, pens, or runs that provide less than two times the required floor space for that dog, as indicated by § 3.6(c)(1) of this subpart.

3.9(a): (a) Dogs and cats must be fed at least once each day, except as otherwise might be required to provide adequate veterinary care. The food must be uncontaminated, wholesome, palatable, and of sufficient quantity and nutritive value to maintain the normal condition and weight of the animal. The diet must be appropriate for the individual animal's age and condition.

3.9(b): (b) Food receptacles must be used for dogs and cats, must be readily accessible to all dogs and cats, and must be located so as to minimize contamination by excreta and pests, and be protected from rain and snow. Feeding pans must either be made of a durable material that can be easily cleaned and sanitized or be disposable. If the food receptacles are not disposable, they must be kept clean and must be sanitized in accordance with § 3.11(b) of this subpart. Sanitization is achieved by using one of the methods described in § 3.11(b)(3) of this subpart. If the food receptacles are disposable, they must be discarded after one use. Self-feeders may be used for the feeding of dry food. If self-feeders are used, they must be kept clean and must be sanitized in accordance with § 3.11(b) of this subpart. Measures must be taken to ensure that there is no molding, deterioration, and caking of feed.

and 3.10: (a) Potable water must be continuously available to the dogs, unless restricted by the attending veterinarian or except as provided in § 3.17(a).

(b) If potable water is not continuously available to the cats, it must be offered to the cats as often as necessary to ensure their health and well-being, but not less than twice daily for at least 1 hour each time, unless restricted by the attending veterinarian.

(c) Water receptacles must be kept clean and sanitized in accordance with § 3.11(b) and before being used to water a different dog or cat or a different social grouping of dogs or cats.

Valley will have discretion to vary the housing care for animals, for a short term, if the City increases the length of stay for animals from three to five days or if there is an unusual number of large breed dogs.

- a. Housing standards—Canine: Valley will provide an indoor kennel area with adequate cages and larger kennel runs, as well as outdoor kennel runs.
- b. Housing standards—Feline: Valley will provide a separate ward apart from the canine ward with adequate cages.
- c. Floor plan and area for services: Valley will provide space for pound services as described and pictorially designated in Exhibit A, attached hereto.
- d. All animals will receive food and fresh water twice daily. Housing areas will be cleaned a minimum of twice daily, animal temperament permitting.
- e. Exercise: Canine that appear adaptable to current outside temperatures will be given exercise twice a day in the outside runs, weather, temperament and breed permitting.
- f. Depositing or drop-off of animals: The City may impound animals at any time by depositing animals in appropriately numbered cages or runways provided at the pound. The City official shall record the cage or runway number, the location where the animal was picked up, a brief description of the animal and any other pertinent information regarding the animal, such as injuries, biting incidents and other data which might be relevant. Forms for such purpose shall be supplied by Valley and shall be available at all times at the animal pound.
- g. During regular business hours, dead animals may be brought to the pound. The cause and circumstances of the animal's death will be recorded. After regular business hours, dead animals will be brought to the City Central Garage and placed in the appropriate area for disposal or for future testing, if deemed necessary. Deceased animals will be disposed of after a seven (7) day holding period.
- h. A citizen may turn an animal into the pound provided that the citizen is not the owner of the animal and the animal has not been in the citizen's possession for more than three (3) days since it was found.
- i. A citizen may surrender their own animal to the pound for a fee determined by Valley. The citizen will not have the right to any information regarding the animal after they have surrendered it.

## 7. Claiming of Animals

- a. Valley (Pound Service) shall take and receive telephone calls during regular operating hours from people inquiring about a pound animal. At all other times, a recorded message will instruct callers as to hours of operation and how to claim an animal.
- b. Upon receiving a request to claim an animal by an owner, Valley will display any animal that resembles the lost/missing animal as described by the owner. Pound staff will display animals for identification from 8:00 a.m. to 5:00 p.m., Monday through Friday and 9:00 a.m. to 12:00 p.m. on Saturdays. The exception will be when a holiday is on a weekday or Saturday, or holidays that primarily are considered long weekends, such as Memorial Weekend, Labor Day Weekend, Thanksgiving Weekend, the pound is not required to be open if Valley Vet is closed.
- c. The owner must provide written proof from the animal's veterinarian, of current rabies vaccination. If owner cannot provide written proof, Pound personnel may call the veterinarian and obtain verbal proof. If rabies vaccination status cannot be confirmed Valley will vaccinate the animal if they are open. If Valley is not open, the owner will be informed of their animal's rabies vaccination status and City vaccination requirements, and the animal will be available for release on Monday as long as vaccination status can be provided from their veterinarian or rabies vaccination is given by Valley.
- d. An owner may be required to provide adequate proof of ownership (pictures, veterinary records, etc.) at the discretion of pound personnel.
- e. A representative of Homeward Animal Shelter, Adopt-A-Pet, and Cat's Cradle shall be permitted to view impounded animals for possible adoption and may request that an animal be held for them if not claimed. All animals claimed by Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle shall be vaccinated for rabies if they are of appropriate age prior to being released with such cost to be paid to Valley by Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle.
- f. Any animal which is not claimed after expiration of the 3-day holding period may be surrendered to Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle.
- g. Any animal placed with Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle can be returned to the pound within thirty (30) days for euthanasia at Valley's expense.

- h. Valley will inform any person who wishes to claim an animal as to all fines, boarding charges, licensing fees, vaccination charges, or other costs that must be paid prior to claiming the animal.
- i. Valley will collect all monies owed and issue the appropriate City license if necessary. Fees for licenses shall be remitted to the City.
- j. Valley shall have authority to waive charges for costs of rabies vaccination and other veterinarian services, but shall not have authority to waive the fees for issuance of City licenses.
- k. Upon expiration of the holding period, Valley will euthanize and properly dispose of all animals not claimed by the owner, Homeward Animal Shelter, Adopt-A-Pet, or Cat's Cradle.
- l. If an owner is unable to bail an animal out of the pound before expiration of the holding time, the animal may be held for an extra day provided the owner pays the boarding fee in advance. Unless such payment is made in advance, no animal is held beyond expiration of the holding time.

## 8. Rabies Vaccination Services

- a. Valley will have a veterinarian available during their normal business hours to administer rabies vaccinations as needed to claimed animals. The cost of such service shall be charged to the person claiming the animal and shall be collected and retained by Valley.
- b. Lab Charges for rabies testing ordered by the City will be billed directly to the City and are not the responsibility of Valley.
- c. All rabies suspects will be handled according to city regulations.

## 9. Rabies Vaccination Procedures

- a. All dogs and cats four (4) months of age or older must have a current rabies vaccination before they may be released from the pound.
- b. Acceptable proof of current rabies vaccination is only by means of:
  - l. Certificate of vaccination signed by a veterinarian;

- II. Telephone certification from the vaccination vet clinic that the animal has a current rabies vaccination.
- c. If proof of current rabies vaccination is not available, Valley will vaccinate the animal during their normal business hours.
- d. A "current" rabies vaccination is defined as:
  - I. A vaccination within the last twelve (12) months if it was the dog's first rabies vaccination;
  - II. Within the last thirty-six (36) months if it was the dog's second or more rabies vaccination.
- e. Rabies tags alone are not sufficient proof of rabies vaccination.

## 10. Animals Held for Rabies Observation "HRO"

- a. An animal that has or is suspected of having rabies shall be quarantined. If the animal is not claimed by an owner within the standard 3 day holding period, the animal may be humanely euthanized and sent for rabies testing at Valley's expense. If the animal has a bite incident recorded by the City, Valley will notify the City of the animal's rabies test result.
- b. If an animal is claimed within the three (3) day holding period, the owner must provide proof of current rabies vaccination and the City must authorize the release of the animal. If no current rabies vaccination the animal must be quarantined for ten (10) days to ensure the animal is healthy. If rabies vaccination is current, an Animal Control officer must visually inspect the dog at the owner's residence after 10 days to ensure the animal is of good health.
- c. An owner of an HRO animal is responsible for paying all boarding and impounds fees and rabies vaccination, which must be paid before the animal is released

## 11. Records

- a. Valley shall record identification and description information for each animal impounded, including species, sex, color, size, and type. Valley shall record identification information such as license of rabies tag, or any other physical identification. Valley shall also make

reasonable effort to notify possible owners of such animals. Valley shall make appropriate attempts to identify animals and notify owners of animals. All animals that come into the pound will be scanned for a microchip, temperament permitting.

- b. Valley shall keep a monthly report showing the following information
  - I. Number of animals impounded by species,
  - II. Disposition of animals (claimed, adopted, euthanized, etc.).

## 12. Public Disclosure of Records

Valley will maintain a seven calendar day past history of impounded animals and disposition, i.e., adoption, euthanasia. When people call for information on an animal possibly impounded in the past, information will be limited to the preceding seven (7) days history and will include the final disposition of the animal. Animals not claimed by the owner or by an adoption agency will be euthanized the following day after the expiration of the animal's holding period.

## 13. Access of Media or Other Groups to the Pound

No news media, public interest group, society, civilians, or organization will be allowed into the pound unless pre-approved by the City and accompanied and guided by City officials. Any such approved entry will only be through the rear parking lot entrance. Under no circumstances will any Valley personnel, including the pound supervisor, be responsible for dealing with media or public information requests.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF FARGO,

a North Dakota municipal corporation

---

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



ATTEST:

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Steven Sprague, City Auditor

Valley Veterinary Hospital, P.C., a  
North Dakota professional  
corporation

  
Derine Winning, President

March 17, 2022

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

RE: 2022 Budget Adjustment for the Acquisition of 2414 7<sup>th</sup> Avenue N.

Commissioners:

At the December 13, 2021, Commission meeting, authorization was given to proceed with the purchase of 2414 7<sup>th</sup> Avenue N. As part of that authorization, the Mayor signed the enclosed Purchase Agreement. To finalize the process, Staff is requesting the following adjustment to the 2022 Budget.

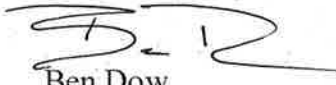
Budget Adjustments:

From 2022 Revenue:		
Retained Earnings	526-0000-272.00-00	\$206,100.00
To 2022 Expense:		
Transfer Other Funds	526-3068-440.90-50	\$206,100.00

Staff presented the budget adjustment to the Finance Committee on Monday, February 28, 2022. Upon review, the committee authorized the adjustment to proceed.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the requested budget adjustment.

Respectfully submitted,

  
Ben Dow  
Public Works Director

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 13 day of December, 2021, by and between **JAMES P. SABO** hereinafter "Seller", and **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or hereinafter "Buyer",

**WITNESSETH:**

**WHEREAS**, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

Lots Seventeen, Eighteen, Nineteen and Twenty, in Block Eight, of Tyler's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

The legal description was obtained from a previously recorded instrument ("Property").

The Property is commonly known as 2414 7<sup>th</sup> Avenue North, Fargo, ND 58102.

**WHEREAS**, Buyer offered to purchase the Property in accordance with the terms stated herein, and Seller has agreed to sell the Property to Buyer.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. Subject Matter. The subject matter of this agreement is the Property described.
2. Purchase Price. The purchase price for the Property is Four Hundred Twelve Thousand Two Hundred Dollars (\$412,200.00).
3. Payment of Purchase Price. Buyer shall present a certified check at the time of closing for the full amount of the purchase price. Any mortgages or liens will be paid at Closing, and Seller will receive the balance, less any escrow amounts, if any, in cash at Closing.
4. Deed. Seller shall sign a Warranty Deed. Buyer will take title as follows:  
City of Fargo, North Dakota, a municipal corporation.
5. Closing Date and Transfer of Possession. Closing shall take place as soon as possible. Buyer shall take possession of the real estate on the day of closing. The property is currently vacant.
6. Abstract and Closing Costs. Buyer shall pay for the cost of continuation of the abstract for said property to a recent date. Said abstract must show good and

marketable title in Seller free and clear of all liens and encumbrances, other than those that will be handled at the time of closing. Buyer agrees to pay for all costs associated with Closing, including Warranty Deed preparation.

7. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total hue value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.
8. Warranty. Seller provides no express of implied warranties on the subject property.

DATED this 7 day of December, 2021.

SELLER:

  
James P. Sabo

DATED this 13 day of Dec., 2021.

BUYER:

CITY OF FARGO, NORTH DAKOTA  
a municipal corporation

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

ATTEST:

  
Steve Sprague, City Auditor

**ADDENDUM TO PURCHASE AGREEMENT**

THIS Amendment amends that certain AGREEMENT, made and entered into on December 13, 2021 by and between **JAMES P. SABO**, by and through his Power of Attorney Sara Sabo, hereinafter "Seller", and **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or hereinafter "Buyer",

**WHEREAS**, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

Lots Seventeen, Eighteen, Nineteen and Twenty, in Block Eight, of Tyler's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

The legal description was obtained from a previously recorded instrument ("Property").

The Property is commonly known as 2414 7<sup>th</sup> Avenue North, Fargo, ND 58102; and


**WHEREAS**, Buyer and Seller agree to amend that certain Purchase Agreement to recognize tax matters.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, the parties hereto agree to amend the Purchase Agreement as follows:

1. Buyer is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax deferred exchange. Seller requests Buyer's cooperation in such an exchange and agrees to hold Buyer harmless from any and all claims, costs, liabilities, or delays in time resulting from such an exchange. Buyer agrees to an assignment of this contract by the Seller.
2. All other terms and conditions of the aforementioned Purchase Agreement shall remain in full force and effect.

DATED this 2 day of March, 2022.

SELLER:

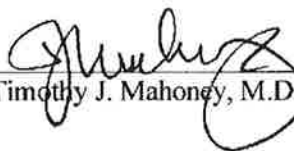
  
James P. Sabo, by and through his Power of

Attorney, Sara Sabo

DATED this 7 day of March, 2022.

BUYER:

CITY OF FARGO, NORTH DAKOTA  
a municipal corporation

  
\_\_\_\_\_  
Dr. Timothy J. Mahony, M.D., Mayor

ATTEST:

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

March 17, 2022

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

**Re: FAA Aerial Mosquito Spraying Authorization for Airborne Vector Control**

Commissioners:

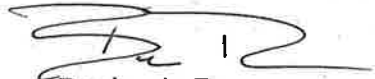
Enclosed please find the necessary authorization paperwork needed in order to comply with FAA and the North Dakota State Health Department NPDES permit for Airborne Custom Spraying to perform aerial mosquito control over the City of Fargo.

In 2009, the Sixth Circuit Court of Appeals determined that pesticide applications for both ground and aerial applications must be covered by an NPDES permit. As the contracted agent for aerial mosquito control applications for the City of Fargo, Airborne Custom Spraying is required to file a notice of intent for any possible aerial applications over the City of Fargo. The enclosed Authorization Application allows Airborne Custom Spraying to file the necessary paperwork needed in order to perform aerial spraying within the City of Fargo

**RECOMMENDED MOTION:** I/we hereby move to approve the execution of the enclosed Authorization Application for Airborne Custom Spraying.

Please return signed original.

Respectfully submitted,



Benjamin Dow  
Public Works Director



## AUTHORIZATION APPLICATION

I understand that Airborne Vector Control is required to obtain the approval for aerial spraying over the city of Fargo, ND by an authorized representative.

By the powers granted to me, I hereby give my approval for the low flying aircraft waivers required by the Federal Aviation Administration to Airborne Vector Control (This application must be signed by the Mayor of this city.)

---

City Mayor's Authorized Signature

Dr. Tim Mahoney, M.D., Mayor

---

Printed Name

---

Date

Please complete application as soon as possible and return to Airborne Vector Control for processing and filing.

Expiration Date: *October 31, 2022*



March 17, 2022

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

**RE: Authorization to extend the Aerial Mosquito Control Services Contract for the 2022 season under RFP18018**

Commissioners:

Proposals were received and opened on Monday, November 27, 2017, in response to a Request for Proposal (RFP18018) issued by Cass County Vector Control for "Aerial Mosquito Control Services". One (1) sealed proposal was received, which was reviewed and fully analyzed by a selection committee made up Ben Prather, Steve Moore, Tina Fisk, Jason Benson and myself.


Pricing as Follows:

Fee based on spraying over 26,000 acres	\$2.05	per acre
Ferry Fee	\$500	per application
City of Fargo Retainer Fee	\$39,000	per year

Based on the RFP pricing and the previous vendor experience the 2018-2020 Aerial Mosquito Control Services three-year contract was awarded to Airborne Vector Control, LLC. As part of the 2017 RFP, language was included that allows for one (1) year extensions under the original terms of the RFP. Public Works staff has visited with the contract holder and at this time, we are requesting authorization to extend the contract for the 2022 season under the same terms of the initial 2017 RFP (RFP18018).

**RECOMMENDED MOTION:** I/we hereby move, based on the request for proposal (RFP18018), to extend the initial 2018-2020 Aerial Mosquito Control Spraying contract with Airborne Vector Control, LLC for 2022

Respectfully submitted,



Ben Dow  
Public Works Director

CITY OF FARGO - AIRBORNE VECTOR CONTROL, LLC.  
MOSQUITO SPRAYING AGREEMENT  
2022

This Mosquito Spraying Agreement ("Agreement") is made between Airborne Vector Control, LLC., a Minnesota Limited Liability Company, of Halstad, MN ("Contractor"), and the City of Fargo, North Dakota, a municipal corporation ("City"), who agree as follows:

RECITAL

The Contractor and the City hereby agree that Contractor will be retained by City for aerial spraying of pesticides over Fargo, North Dakota. In order to be retained by City, City requires the following from Contractor and its Pilot in Command:

- Minimum of 2,000 hours flight experience;
- Minimum of 50 hours night flight time with a twin-engine aircraft;
- Minimum of 200 hours flight time with a twin-engine aircraft;
- Minimum of 50 hours flight time for the make, model, and series that will be used to complete the spray mission for the City;
- Minimum of 100 hours flight time applying pesticides to a city;
- Minimum of 20 hours flight time applying pesticides to a city at night;
- Minimum of 100 takeoffs/landings at altitude typical of project area with loads similar to an average load;
- Minimum of 2 years' experience in aerial mosquito control;
- Twin engine aircraft with a spray system meeting all specifications in FAR137 and authorized by the FAA and which is based within one hundred (100) miles of the City;
- Spray system nozzles shall be equal to the rotary atomizer-Micronair, 30 micron droplet spectrum;
- Swath Guidance GPS equipment with downloading capabilities. Upon request from the City, Contractor must provide printed reports within 24 hours of application.

- Reloading equipment capable of thirty (30) minute turns; and,
- Licensed and permitted to conduct business as an aerial applicator in North Dakota by April 1, 2022.

Contractor declares it has sufficient personnel and equipment to satisfy the requirements of the above paragraph to effectively spray all areas of the City with chemical pesticides approved for residential spraying. Contractor has provided to the City a written emergency response action plan identifying action steps in the event of an accident or a chemical release/dump, which plan is in form and substance satisfactory to the City.

#### SECTION I.

City hereby engages Contractor as an independent contractor, and not as an employee, to conduct aerial spraying of pesticides of approximately 26,000 acres over the City when directed to do so by City and Cass County Vector Control (CCVC), and Contractor hereby accepts and agrees to such engagement.

#### SECTION II.

The term of this Agreement shall commence May 1, 2022 subject to Section III of Agreement and shall terminate November 1, 2022 (the "Term"), subject, however, to prior termination as hereinafter provided.

#### SECTION III.

City shall pay Contractor, and Contractor shall accept from City, in full payment of Contractor's services hereunder, compensation at a rate as follows:

- \$39,000.00 Retainer Fee paid on or before March 23 of 2022.

- The quoted rate per acre (see Appendix A) is based on the use of the chemical Permethrin 30 + 30 applied at .007 lbs. per acre and mixed with mineral oil for a finished rate of 1 oz. per acre.
- If the City determines that a different application rate of Permethrin or a chemical other than Permethrin should be used, then the rate per acre shall be renegotiated and both the City and Contractor agree to negotiate in good faith.
- City shall pay Contractor a \$500.00 Ferry Fee for each application and assessed to every release of the aircraft by the City.

The Retainer Fee will be subtracted from the billing cycles until 100% of the Retainer Fee has been assessed against Contractor by the City, therefore reducing the cost of the initial billings by \$39,000.00. If at the end of the spray season there remains any unused Retainer Fee, then the unused Retainer Fee shall be retained by and become the sole property of Contractor.

#### SECTION IV.

Contractor shall provide all chemicals and shall be responsible for any and all licenses, permits, fees, and all other items required of aerial applicators of pesticides. The chemical usage rates will be determined by CCVC and City and shall be subject to Section III of this Agreement.

#### SECTION V.

All chemicals used by Contractor must be a chemical which has been previously approved by the Environmental Protection Agency, the North Dakota State Department of Health and the Fargo Public Health Department prior to application. Further, all chemicals must be applied according to the manufacturers' label, terms and specifications.

SECTION VI.

Contractor shall comply with all applicable statutes, ordinances, rules, regulations, and orders of all public agencies and authorities relating to the aerial application of pesticides over residential areas.

SECTION VII.

No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid and the parties further agree that the provisions of this section may not be waived as herein set forth.

SECTION VIII.

Contractor will secure public liability insurance in the minimum amounts as follows:

- Non-Chemical:
  - \$5,000,000 Public Liability (bodily injury and property damage) combined single limit.
- Chemical:
  - \$500,000 each person bodily;
  - \$500,000 each occurrence bodily; and,
  - \$500,000 each occurrence property.
- Chemical coverage includes "all labeled products for mosquito control"
- Chemical coverage includes "cities and towns and residential areas"

- Coverage includes the City as a fully insured additional insured

Contractor shall pay the premium on such insurance policy, and the City shall be designated as a "named insured" on such policy. Contractor shall maintain such policy in force for all months in which it performs services for the City under the provisions of this Agreement.

#### SECTION IX.

Contractor agrees to indemnify the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs, or judgments arising from or arising against it from Contractor's negligence in services performed by the Contractor relative to this Agreement.

#### SECTION X.

Contractor agrees that, upon receiving written authorization from CCVC and City, aerial application of pesticides over the City shall be completed within a reasonable time from notification by CCVC and City, not to exceed seventy-two (72) hours, unless such performance is prevented by an act of God (such as high winds, rain or cold temperature) or unforeseen circumstances beyond the control of the Contractor pertaining to the aerial application of the City or aerial application of other clients of Contractor. However, the City reserves the right to cancel or withdraw said notice in writing delivered to Contractor prior to the scheduled application. No aerial spraying shall occur without prior written notification to Contractor by and with the approval of CCVC and City.

#### SECTION XI.

Contractor agrees that performance under this Agreement shall be completed in a satisfactory and workman-like manner, subject to prior review and approval by the City, and/or state, and/or federal agencies.

SECTION XII.

Contractor shall remain in contact with CCVC for purposes of exchanging information and receiving directives related to the performance of this Agreement. Such contacts should be made and initiated by the Contractor with the designated representatives of CCVC at the time and place agreed upon by the parties hereto.

SECTION XIII.

With respect to termination of this Agreement:

- In the event of any violation by Contractor of any of the terms of this Agreement, and after failure by Contractor to remedy such violation within fifteen (15) days after written notice of such violation by City, City therein may terminate this Agreement with written notice to Contractor and with pay for services rendered only to the time of such termination.
- In the event Contractor is not paid by the City in full within thirty (30) days after the delivery of an invoice by Contractor to the City, then Contractor may terminate this Agreement without notice and shall not be further obligated to the City for further aerial spraying.
- If the City and Contractor cannot agree on a renegotiated rate based on the change of the chemical used for spraying, as discussed under Section III of this Agreement, then Contractor may terminate this agreement with thirty (30) days written notice and shall not be further obligated to the City for further aerial spraying.
- In the event that the City terminates this Agreement prior to the end of the Term and there is no unremedied violation by Contractor, then City shall be obligated to pay the remaining unpaid Retainer Fees through the end of the existing Term of this Agreement payable as a lump sum within thirty (30) days of termination. In the event that the Contractor terminates this Agreement prior to the end of the Term, then City shall not be obligated to pay remaining unpaid Retainer Fees.

SECTION XIV.

Prior to the spraying season, CCVC and City will provide an updated map detailing the spray boundaries with the corresponding updates regarding acreage changes.

CCVC and City shall also assist in the application process for approval with the North Dakota Department of Health. City shall supply an FAA authorization application signed by the Mayor. City shall be responsible for providing this information before April 15<sup>th</sup> 2022. There shall be a \$100 processing fee after that date.

CCVC shall be responsible for making public announcements via radio, television and newspaper at least 48 hours in advance of each spray application. Contractor and CCVC shall edit the announcements in cooperation.

CCVC and City make the "go, no go decision" for the release of aircraft. The ultimate decision to spray shall be that of Contractor and shall depend upon the weather conditions at the time of arrival. Should the weather conditions become unfavorable for spraying while the aircraft is in route or while spraying, then Contractor shall coordinate with CCVC the decision to postpone the application. The Ferry Fee shall be applied to City for the release of the aircraft. CCVC and City shall then be responsible for rescheduling the application and to make further public announcements. Contractor is not responsible for changes in weather or unforeseen mechanical difficulties that may hinder the application.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Agreement at Fargo, North  
Dakota, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

AIRBORNE VECTOR CONTROL, LLC.

By:   
Robert Aslesen,  
Manager

CITY OF FARGO

By: \_\_\_\_\_  
Dr. Tim Mahoney, M.D.  
Mayor

ATTEST: Steven Sprague, Auditor

\_\_\_\_\_  
Steven Sprague

## APPENDIX A

### PRICING STRUCTURE

(1) Price per Acre

Combined Acres per Application	Unit Price *
Fee based on spraying over 15,000 acres	\$2.05 per acre
Fee based on 5,001- 15,000 acres	\$2.40 per acre
Fee based on 0-5,000 acres	\$2.80 per acre
Retainer Fee +	<i>See Schedule Below</i>

\* Unit Price includes Permethrin mosquitocide at .007 pounds ai per acre.

(2) Ferry Fee per Application

Ferry Fee of \$500 per jurisdiction per application.

(3) Retainer Fee per Season

City of Fargo, ND	\$39,000.00
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*+ The retainer fee will be applied as a credit to the beginning of the billing cycle each spray season until 100% of the retainer has been assessed, therefore reducing the cost of the initial billings by the amount of the retainer fee per season. If at the end of the season there remains any unused retainer fee, then the unused retainer fee shall be retained by and become the sole property of Airborne Vector Control.*

March 16, 2022

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

RE: RFP22037, Award Contracts for Lawn Maintenance Services with JT Lawn Services and  
Landscaping Inc. and Valley Green and Associates

Commissioners:

On March 9, 2022, a total of five (5) proposals were received for the Request for Proposal for Lawn Maintenance Services (RFP22037). The contracted service will perform mowing and lawn maintenance at various city lots for the 2022 mowing season.

The proposals were evaluated by a selection committee made up of the Public Works Director of Operations, Public Works Services Manager, and Public Works Streets Supervisor. The proposals were evaluated on the following criteria outlined in the in RFP: Work Performance (35%), Previous Work Experience (50%) and Price (35%). The bid tabulation is attached.

The committee has made the following selections based on the evaluation criteria:

- JT Lawn Services and Landscaping Inc. at a weekly mowing price of \$2,890.00 for Mowing List #1
- Valley Green and Associates at a weekly mowing price of \$3,988.35 for Mowing List #2

**RECOMMENDATION:**

RFP22037: I/we suggest motion to award contract for Landscape Maintenance Services with JT Lawn Services and Landscaping Inc. and Valley Green and Associates for the 2022 mowing season under the terms and conditions of RFP22037.

Respectfully submitted,



Paul Fiechtner  
Services Manager  
Fargo Public Works

**LAWN MAINTENANCE SERVICES (RFP22037)**  
**Bids Received 3/9/2022**

<b>CONTRACTOR</b>	<b>EXHIBIT A - Mowing List #1</b>		<b>EXHIBIT B - Mowing List #2</b>	
	<b>Lawn Maintenance</b>	<b>Weed Control</b>	<b>Lawn Maintenance</b>	<b>Weed Control</b>
Welk's Lawn Care	\$16,300.00	\$16,300.00	\$14,175.00	\$14,175.00
JT Lawn Services and Landscaping Inc.	\$2,890.00	\$6,133.00	\$3,005.00	\$6,613.00
Turf Tamers LLC	\$5,229.00	\$20,655.00	\$6,109.00	\$23,856.00
Glacier Snow Management	\$3,882.08	\$10,122.75	\$4,793.42	\$11,997.49
Valley Green and Associates	\$4,029.73	\$10,808.94	\$3,988.35	\$11,937.54

## SERVICES AGREEMENT

### LAWN MAINTENANCE SERVICES

#### I. Agreement

This agreement is between the City of Fargo (City) and JT Lawn Services and Landscaping Inc. (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2022.

#### II. Scope of Services

The contractor will perform the lawn maintenance services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

Trimming: Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

Weed Control: Contractor will perform two weed control applications of all properties during each season's term. The Contractor shall perform weed control spraying on City properties as designated (Spring, Pre-emergent Herbicide & Midsummer, Post-emergent

Herbicide) Soil Sterilant may not be used unless directed by the City. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply treatment within the confines of the general guidance provided above. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application. The Contractor shall supply water for any chemical mixes developed for the purpose of spraying weed treatment. The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. Contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for weed control applications.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

**III. Responsibility of the City**

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

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

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

**V. Termination of the Agreement**

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

**VI. Assignability**

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

**VII. Hold Harmless and Insurance**

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

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

**VIII. Contractor Records**

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

**IX. Monitoring and Evaluation**

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

**X. Independence of Recipient**

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

**XI. Conflict of Interest**

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

**XII. Entire Agreement**

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

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

Date: 03/16/2022

JT Lawn Services & Landscaping Inc.

*Chris VanderLinden*

By: Chris VanderLinden

Its: Manager

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

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

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

ATTEST:

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



**Mowing List #1**

	Location	Lawn Maintenance Unit Price \$	Weed Control Unit Price \$
<b>Riverwood Addition</b>			
1	4633 Riverwood Drive North	\$22.00	\$54.00
2	4525 Riverwood Drive North	\$22.00	\$54.00
3	4477 Riverwood Drive North	\$22.00	\$54.00
4	901 41st Avenue North	\$22.00	\$54.00
5	902 41st Avenue North	\$22.00	\$54.00
6	906 41st Avenue North	\$22.00	\$54.00
7	901 42nd Avenue North	\$22.00	\$54.00
8	902 42nd Avenue North	\$22.00	\$54.00
9	906 42nd Avenue North	\$22.00	\$54.00
		<b>\$198.00</b>	<b>\$486.00</b>
<b>Red River Addition</b>			
10	3953 10th Street N.	\$13.00	\$27.00
11	3913 10th Street N.	\$13.00	\$27.00
12	3845 10th Street N.	\$13.00	\$27.00
13	3753 10th Street N.	\$13.00	\$27.00
14	3733 10th Street N.	\$13.00	\$27.00
15	3731 10th Street N.	\$13.00	\$27.00
16	3729 10th Street N.	\$13.00	\$27.00
17	3727 10th Street N.	\$13.00	\$27.00
18	3725 10th Street N.	\$13.00	\$27.00
19	3715P 10th Street N.	\$13.00	\$27.00
		<b>\$130.00</b>	<b>\$270.00</b>
<b>Broadway North 1st Addition</b>			
20	665 Royal Oaks Drive North	\$12.00	\$25.00
21	683 Royal Oaks Drive North	\$12.00	\$25.00
22	701 Royal Oaks Drive North	\$12.00	\$25.00
23	709 Royal Oaks Drive North	\$12.00	\$25.00
24	739 Royal Oaks Drive North	\$12.00	\$25.00
25	741 Royal Oaks Drive North	\$12.00	\$25.00
26	747 Royal Oaks Drive North	\$12.00	\$25.00
27	749 Royal Oaks Drive North	\$12.00	\$25.00
28	763 Royal Oaks Drive North	\$12.00	\$25.00
29	767 Royal Oaks Drive North	\$12.00	\$25.00
30	771 Royal Oaks Drive North	\$12.00	\$25.00
31	775 Royal Oaks Drive North	\$12.00	\$25.00
		<b>\$144.00</b>	<b>\$300.00</b>
<b>40th Avenue N.</b>			
32	10th Street N.	\$30.00	\$65.00
33	University Drive	\$30.00	\$65.00
		<b>\$60.00</b>	<b>\$130.00</b>
<b>Edgewood Estates</b>			
34	3467 Grandwood Drive N.	\$146.00	\$313.00
		<b>\$146.00</b>	<b>\$313.00</b>
<b>Golf Course 5th</b>			
35	32nd Avenue NE/Eagle Street	\$18.00	\$38.00
		<b>\$18.00</b>	<b>\$38.00</b>

**Edgewood 1st Addition**

36	2921 2nd Street North	\$10.00	\$20.00
37	2922 2nd Street North	\$10.00	\$20.00
38	2925 2nd Street North	\$10.00	\$20.00
39	2926 2nd Street North	\$10.00	\$20.00
		<b>\$40.00</b>	<b>\$80.00</b>

**Woodcrest Addition**

40	160 North Woodcrest Drive N.	\$27.00	\$58.00
41	166 North Woodcrest Drive N.	\$27.00	\$58.00
42	173 South Woodcrest Drive N.	\$27.00	\$58.00
43	179 South Woodcrest Drive N.	\$27.00	\$58.00
44	192 North Woodcrest Drive North	\$27.00	\$58.00
45	198 North Woodcrest Drive North	\$27.00	\$58.00
46	204 North Woodcrest Drive North	\$27.00	\$58.00
		<b>\$189.00</b>	<b>\$406.00</b>

**Ridgewood Addition**

47	101 Woodland Drive North	\$8.00	\$16.00
48	97 Woodland Drive North	\$8.00	\$16.00
49	93 Woodland Drive North	\$8.00	\$16.00
50	89 Woodland Drive North	\$8.00	\$16.00
51	85 Woodland Drive North	\$8.00	\$16.00
52	81 Woodland Drive North	\$8.00	\$16.00
53	75 Woodland Drive North	\$8.00	\$16.00
54	69 Woodland Drive North	\$8.00	\$16.00
55	63 Woodland Drive North	\$8.00	\$16.00
56	55 Woodland Drive North	\$8.00	\$16.00
57	51 Woodland Drive North	\$8.00	\$16.00
58	45 Woodland Drive North	\$8.00	\$16.00
59	41 Woodland Drive North	\$8.00	\$16.00
60	37 Woodland Drive North	\$8.00	\$16.00
61	31 Woodland Drive North	\$8.00	\$16.00
62	25 Woodland Drive North	\$8.00	\$16.00
63	19 Woodland Drive North	\$8.00	\$16.00
64	15 Woodland Drive North	\$8.00	\$16.00
65	7 Woodland Drive North	\$8.00	\$16.00
66	1625 Elm Street	\$8.00	\$16.00
67	1619 Elm Street	\$8.00	\$16.00
68	1613 Elm Street	\$8.00	\$16.00
69	1607 Elm Street	\$8.00	\$16.00
70	1601 Elm Street (Boulevard Only)	\$8.00	\$16.00
71	1519 Elm Street (Boulevard Only)	\$8.00	\$16.00
72	1501 Elm Street (Boulevard Only)	\$8.00	\$16.00
		<b>\$208.00</b>	<b>\$416.00</b>

**Bernard Holes 2nd**

73	1330 Elm Street	\$11.00	\$23.00
74	1326 Elm Street	\$11.00	\$23.00
75	1322 Elm Street	\$11.00	\$23.00
76	1318 Elm Street	\$11.00	\$23.00
77	1314 Elm Street	\$11.00	\$23.00
78	1313 Elm Street	\$11.00	\$23.00
79	1341 Oak Street	\$11.00	\$23.00
80	1333 Oak Street	\$11.00	\$23.00
		<b>\$88.00</b>	<b>\$184.00</b>

**Bernard Holes 2nd**

81	1367 Elm Circle	\$22.00	\$47.00
		<b>\$22.00</b>	<b>\$47.00</b>

**Oak Grove Addition**

82	723 North River Road	\$7.00	\$14.00
83	724 North River Road	\$7.00	\$14.00
84	12 North Terrace	\$7.00	\$14.00
85	16 North Terrace	\$7.00	\$14.00
86	18 North Terrace	\$7.00	\$14.00
87	24 North Terrace	\$7.00	\$14.00
88	26 North Terrace	\$7.00	\$14.00
89	40 North Terrace	\$7.00	\$14.00
90	42 North Terrace	\$7.00	\$14.00
91	44 North Terrace	\$7.00	\$14.00
92	46 North Terrace	\$7.00	\$14.00
93	60 North Terrace	\$7.00	\$14.00
94	62 North Terrace	\$7.00	\$14.00
95	64 North Terrace	\$7.00	\$14.00
96	66 North Terrace	\$7.00	\$14.00
97	68 North Terrace	\$7.00	\$14.00
98	70 North Terrace	\$7.00	\$14.00
99	139 South Terrace	\$7.00	\$14.00
100	135 South Terrace	\$7.00	\$14.00
101	129 South Terrace	\$7.00	\$14.00
102	125 South Terrace	\$7.00	\$14.00
103	99 South Terrace	\$7.00	\$14.00
104	95 South Terrace	\$7.00	\$14.00
105	93 South Terrace	\$7.00	\$14.00
106	87 South Terrace	\$7.00	\$14.00
107	83 South Terrace	\$7.00	\$14.00
108	79 South Terrace	\$7.00	\$14.00
109	75 South Terrace	\$7.00	\$14.00
110	65 Sout Terrace	\$7.00	\$14.00
111	63 South Terrace	\$7.00	\$14.00
112	53 South Terrace	\$7.00	\$14.00
113	49 South Terrace	\$7.00	\$14.00
114	45 South Terrace	\$7.00	\$14.00
115	41 South Terrace	\$7.00	\$14.00
116	37 South Terrace	\$7.00	\$14.00
117	33 South Terrace	\$7.00	\$14.00
118	31 South Terrace	\$7.00	\$14.00
119	27 South Terrace	\$7.00	\$14.00
120	23 South Terrace	\$7.00	\$14.00
121	17 South Terrace	\$7.00	\$14.00
122	9 Lower Terrace	\$7.00	\$14.00
123	6th Avenue N. & Elm Street (Island)	\$7.00	\$14.00
		<b>\$294.00</b>	<b>\$588.00</b>

**Goldberg 2nd**

124	40th Street N./15th Avenue (Islands)	\$20.00	\$40.00
		<b>\$20.00</b>	<b>\$40.00</b>

**Sheyenne Industrial**

125	4630 15th Avenue N.	\$20.00	\$40.00
		<b>\$20.00</b>	<b>\$40.00</b>

**MNPF Addition**

126	1600 7th Avenue N. (North)	\$6.00	\$12.00
127	1600 7th Avenue N. (South)	\$6.00	\$12.00
128	2109 3rd Avenue N.	\$6.00	\$12.00
129	20th Street N./19th Street N.	\$6.00	\$12.00
		<b>\$24.00</b>	<b>\$48.00</b>

**Arnesons Addition**

130	319 18th Street S.	\$10.00	\$15.00
131	321 18th Street S.	\$10.00	\$15.00
		<b>\$20.00</b>	<b>\$30.00</b>

**Woodruffs Addition**

132	321 10th Avenue South	\$7.00	\$14.00
133	1114 4th Street South	\$7.00	\$14.00
134	1118 4th Street South	\$7.00	\$14.00
135	1124 4th Street South	\$7.00	\$14.00
		<b>\$28.00</b>	<b>\$56.00</b>

**Westfield 1st**

136	4680 10th Avenue S. /1004 47th Street S.	\$83.00	\$180.00
		<b>\$83.00</b>	<b>\$180.00</b>

**Scheel's All Sport**

137	4755 16th Avenue S.	\$128.00	\$275.00
		<b>\$128.00</b>	<b>\$275.00</b>

**Dakota Land 2nd**

138	1837 35th Street S.	\$75.00	\$150.00
		<b>\$75.00</b>	<b>\$150.00</b>

**Dakota West 2nd Addition**

139	1703 52nd Street South	\$38.00	\$86.00
140	1705 52nd Street South	\$38.00	\$86.00
		<b>\$76.00</b>	<b>\$172.00</b>

**West 29th 1st**

141	4120 30th Avenue S.	\$95.00	\$200.00
142	2948 41st St S.	\$95.00	\$200.00
		<b>\$190.00</b>	<b>\$400.00</b>

**Belmont Park Addition**

143	1330 South River Road	\$11.00	\$24.00
144	1334 South River Road	\$11.00	\$24.00
145	1342 South River Road	\$11.00	\$24.00
146	1348 South River Road	\$11.00	\$24.00
147	1408 South River Road	\$11.00	\$24.00
148	1414 South River Road	\$11.00	\$24.00
148	1422 South River Road	\$11.00	\$24.00
149	1430 South River Road	\$11.00	\$24.00
150	1436 South River Road	\$11.00	\$24.00
151	1442 South River Road	\$11.00	\$24.00
152	1450 South River Road	\$11.00	\$24.00
153	1454 South River Road	\$11.00	\$24.00
154	1462 South River Road	\$11.00	\$24.00
155	1510 South River Road	\$11.00	\$24.00
156	1518 South River Road	\$11.00	\$24.00
157	1522 South River Road	\$11.00	\$24.00
158	1525 South River Road	\$11.00	\$24.00
159	1527 South River Road	\$11.00	\$24.00
160	1528 South River Road	\$11.00	\$24.00
161	1529 South River Road	\$11.00	\$24.00
162	201 Lindenwood Drive South	\$11.00	\$24.00
163	202 Lindenwood Drive South	\$11.00	\$24.00
164	233 Lindenwood Drive South	\$11.00	\$24.00
165	245 Lindenwood Drive South	\$11.00	\$24.00
166	305 Lindenwood Drive South	\$11.00	\$24.00
		<b>\$275.00</b>	<b>\$600.00</b>

**Bohnsacks**

167	1900 Blk 25th Street S. (Median)	\$52.00	\$111.00
168	20 1/2 Avenue S.	\$52.00	\$111.00
169	20th Avenue S.	\$52.00	\$111.00
170	21st Avenue S.	\$52.00	\$111.00
		<b>\$208.00</b>	<b>\$444.00</b>

**Southwood Addition**

171	814 Southwood Drive	\$8.00	\$17.00
172	810 Southwood Drive	\$8.00	\$17.00
173	806 Southwood Drive	\$8.00	\$17.00
174	718 Southwood Drive	\$8.00	\$17.00
175	714 Southwood Drive	\$8.00	\$17.00
176	710 Southwood Drive	\$8.00	\$17.00
177	706 Southwood Drive	\$8.00	\$17.00
178	618 Southwood Drive	\$8.00	\$17.00
179	614 Southwood Drive	\$8.00	\$17.00
180	610 Southwood Drive	\$8.00	\$17.00
181	606 Southwood Drive	\$8.00	\$17.00
182	602 Southwood Drive	\$8.00	\$17.00
183	517 Southwood Drive	\$8.00	\$17.00
184	510 Southwood Drive	\$8.00	\$17.00
185	Southwood Drive Islands (5 Total)	\$8.00	\$17.00
186	1100 Block 28th Avenue S. (Island)	\$8.00	\$17.00
		<b>\$128.00</b>	<b>\$272.00</b>

**University Drive**

187	University Drive 21st Ave - 24th Ave	\$26.00	\$56.00
188	I-94 Tunnel North/South	\$26.00	\$56.00
189	32nd Avenue and University	\$26.00	\$56.00
		<b>\$78.00</b>	<b>\$168.00</b>

Mowing List #1 Total:	<b>\$2,890.00</b>	<b>\$6,133.00</b>
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## SERVICES AGREEMENT

### LAWN MAINTENANCE SERVICES

#### I. Agreement

This agreement is between the City of Fargo (City) and Valley Green and Associates (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2022.

#### II. Scope of Services

The contractor will perform the lawn maintenance services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

Trimming: Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

Weed Control: Contractor will perform two weed control applications of all properties during each season's term. The Contractor shall perform weed control spraying on City properties as designated (Spring, Pre-emergent Herbicide & Midsummer, Post-emergent

Herbicide) Soil Sterilant may not be used unless directed by the City. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply treatment within the confines of the general guidance provided above. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application. The Contractor shall supply water for any chemical mixes developed for the purpose of spraying weed treatment. The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. Contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for weed control applications.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

**III. Responsibility of the City**

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

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

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

**V. Termination of the Agreement**

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

**VI. Assignability**

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

**VII. Hold Harmless and Insurance**

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

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

**VIII. Contractor Records**

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

**IX. Monitoring and Evaluation**

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

**X. Independence of Recipient**

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

**XI. Conflict of Interest**

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

**XII. Entire Agreement**

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



IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 3/16/22

Valley Green and Associates

[Signature]

By: Nicole Seaberg

Its: Office Manager

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

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

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

ATTEST:

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

## Mowing List #2

Location		Lawn Maintenance Unit Price \$	Weed Control Unit Price \$
<b>Harwood Groves</b>			
1	801 Harwood Drive South	\$15.00	\$61.18
2	707 Harwood Drive South	\$15.00	\$61.18
3	701 Harwood Drive South	\$15.00	\$61.18
4	619 Harwood Drive South	\$15.00	\$61.18
5	601 Harwood Drive South	\$15.00	\$61.18
6	517 Harwood Drive South	\$15.00	\$61.18
7	509 Harwood Drive South	\$15.00	\$61.18
8	502 Harwood Drive South	\$15.00	\$61.18
9	501 Harwood Drive South	\$15.00	\$61.18
10	437 Harwood Drive South	\$15.00	\$61.18
11	520 Hackberry Drive South	\$15.00	\$61.18
12	602 Hackberry Drive South	\$15.00	\$61.18
13	610 Hackberry Drive South	\$15.00	\$61.18
14	618 Hackberry Drive South	\$15.00	\$61.18
15	626 Hackberry Drive South	\$15.00	\$61.18
16	702 Hackberry Drive South	\$15.00	\$61.18
17	720 Hackberry Drive South	\$15.00	\$61.18
18	726 Hackberry Drive South	\$15.00	\$61.18
19	802 Hackberry Drive South	\$15.00	\$61.18
20	1100/1200 Block Harwood Drive (Islandu/3 Total)	\$15.00	\$61.18
		<b>\$300.00</b>	<b>\$1,223.60</b>
<b>Burrit-Kennedy Addition</b>			
21	3506 River Drive South	\$15.00	\$55.52
22	3512 River Drive South	\$15.00	\$55.52
23	3518 River Drive South	\$15.00	\$55.52
24	3524 River Drive South	\$15.00	\$55.52
25	3532 River Drive South	\$15.00	\$55.52
26	3538 River Drive South	\$15.00	\$55.52
27	3602 River Drive South	\$15.00	\$55.52
28	3610 River Drive South	\$15.00	\$55.52
29	3618 River Drive South	\$15.00	\$55.52
30	3626 River Drive South	\$15.00	\$55.52
31	3632 River Drive South	\$15.00	\$55.52
32	3638 River Drive South	\$15.00	\$55.52
33	3644 River Drive South	\$15.00	\$55.52
34	3650 River Drive South	\$15.00	\$55.52
35	3656 River Drive South	\$15.00	\$55.52
36	3662 River Drive South	\$15.00	\$55.52
37	3668 River Drive South	\$15.00	\$55.52
38	3674 River Drive South	\$15.00	\$55.52
39	3676 River Drive South	\$15.00	\$55.52
40	3680 River Drive South	\$15.00	\$55.52
41	3702 River Drive South	\$15.00	\$55.52
42	3714 River Drive South	\$15.00	\$55.52
43	3720 River Drive South	\$15.00	\$55.52
44	3726 River Drive South	\$15.00	\$55.52
45	3732 River Drive South	\$15.00	\$55.52
46	3738 River Drive South	\$15.00	\$55.52
47	3802 River Drive South	\$15.00	\$55.52
48	3808 River Drive South	\$15.00	\$55.52
49	3820 River Drive South	\$15.00	\$55.52
50	3830 River Drive South	\$15.00	\$55.52
51	3832 River Drive South	\$15.00	\$55.52
52	3838 River Drive South	\$15.00	\$55.52
53	3842 River Drive South	\$15.00	\$55.52
54	3902 River Drive South	\$15.00	\$55.52
55	3908 River Drive South	\$15.00	\$55.52
56	3914 River Drive South	\$15.00	\$55.52
57	3920 River Drive South	\$15.00	\$55.52
58	3926 River Drive South	\$15.00	\$55.52
59	1213 El Cano Drive South	\$15.00	\$11.50
		<b>\$585.00</b>	<b>\$2,121.26</b>

**University Drive, 32nd Ave - Rose Coulee**

60	University Drive S. Center Islands (7 Islands)	\$100.00	\$225.50
61	University Drive West Frontage Road (3 Islands)	\$55.00	\$126.50
62	University Drive East Boulevard from 3534 to 40th Avenue	\$40.00	\$93.50
63	University Drive East Boulevard to East Property Line (3534 to 40th Avenue)	\$80.00	\$209.00
64	University Drive West Curb to West Property Line (37th Ave to 40th Avenue)	\$100.00	\$225.50
65	University Drive East Frontage Road to UDS Curb (47th Ave S to 49th Ave S)	\$75.00	\$203.50
		<b>\$450.00</b>	<b>\$1,083.50</b>

**Rosewood Park Addition**

66	4117 15th Street South	\$15.00	\$44.19
67	4120 15th Street South	\$15.00	\$44.19
68	4123 15th Street South	\$15.00	\$44.19
69	4126 15th Street South	\$15.00	\$44.19
70	4122 17th Street South	\$15.00	\$44.19
71	4123 17th Street South	\$15.00	\$44.19
72	4127 17th Street South	\$15.00	\$44.19
73	4128 17th Street South	\$15.00	\$44.19
74	1508 41st Avenue South	\$15.00	\$44.19
		<b>\$135.00</b>	<b>\$397.71</b>

**Rose Creek 2nd Addition**

75	2130 Sterling Rose Lane South	\$15.00	\$88.37
		<b>\$15.00</b>	<b>\$88.37</b>

**Rose Creek 4th Addition**

76	4609 Rose Creek Parkway South	\$21.00	\$52.12
77	4603 Rose Creek Parkway South	\$21.00	\$52.12
78	4602 Rose Creek Parkway South	\$21.00	\$52.12
		<b>\$63.00</b>	<b>\$156.36</b>

**Oak Creek**

79	4497 Oakcreek Drive South	\$13.00	\$49.85
80	4493 Oakcreek Drive South	\$13.00	\$49.85
81	4489 Oakcreek Drive South	\$13.00	\$49.85
82	4485 Oakcreek Drive South	\$13.00	\$49.85
83	4481 Oakcreek Drive South	\$13.00	\$49.85
84	4477 Oakcreek Drive South	\$13.00	\$49.85
85	4473 Oakcreek Drive South	\$13.00	\$49.85
86	4469 Oakcreek Drive South	\$13.00	\$49.85
87	4465 Oakcreek Drive South	\$13.00	\$49.85
88	4461 Oakcreek Drive South	\$13.00	\$49.85
89	4457 Oakcreek Drive South	\$13.00	\$49.85
90	4453 Oakcreek Drive South	\$13.00	\$49.85
91	4449 Oakcreek Drive South	\$13.00	\$49.85
		<b>\$169.00</b>	<b>\$648.05</b>

**Coulee's Crossing**

92	4603 25th Street South	\$16.00	\$58.70
93	4733 Douglas Drive South	\$16.00	\$58.70
94	4741 Douglas Drive South	\$16.00	\$58.70
95	4749 Douglas Drive South	\$16.00	\$58.70
96	4769 Douglas Drive South	\$16.00	\$58.70
97	2593 Rose Creek Parkway South	\$16.00	\$58.70
98	2596 Rose Creek Parkway South	\$16.00	\$58.70
		<b>\$112.00</b>	<b>\$410.90</b>

**Copperfield Court**

99	4003 Copperfield Court South	\$23.00	\$55.52
100	4009 Copperfield Court South	\$23.00	\$55.52
101	4015 Copperfield Court South	\$23.00	\$55.52
102	4021 Copperfield Court South	\$23.00	\$55.52
103	4027 Copperfield Court South	\$23.00	\$55.52
104	4033 Copperfield Court South	\$23.00	\$55.52
		<b>\$138.00</b>	<b>\$333.12</b>

**Prairie Rose Addition**

105	3173 40th Avenue South		
106	3930 33rd Street South	\$15.00	\$23.79
107	3932 33rd Street South	\$15.00	\$23.79
108	3934 33rd Street South	\$15.00	\$23.79
109	3936 33rd Street South	\$15.00	\$23.79
110	3938 33rd Street South	\$15.00	\$23.79
111	3942 33rd Street South	\$15.00	\$23.79
112	3944 33rd Street South	\$15.00	\$23.79
113	3201 39th Avenue South	\$15.00	\$23.79
114	3204 39th Avenue South	\$15.00	\$23.79
115	3209 39th Avenue South	\$15.00	\$23.79
116	3210 39th Avenue South	\$15.00	\$23.79
117	3215 39th Avenue South	\$15.00	\$23.79
118	3221 39th Avenue South	\$15.00	\$23.79
119	3227 39th Avenue South	\$15.00	\$23.79
120	3233 39th Avenue South	\$15.00	\$23.79
121	3301 39th Avenue South	\$15.00	\$23.79
122	3305 39th Avenue South	\$15.00	\$23.79
123	3309 39th Avenue South	\$15.00	\$23.79
124	3311 39th Avenue South	\$15.00	\$23.79
125	3315 39th Avenue South	\$15.00	\$23.79
126	3321 39th Avenue South	\$15.00	\$23.79
127	3333 39th Avenue South	\$15.00	\$23.79
128	3339 39th Avenue South	\$15.00	\$23.79
129	3347 39th Avenue South	\$15.00	\$23.79
130	3355 39th Avenue South	\$15.00	\$23.79
131	3361 39th Avenue South	\$15.00	\$23.79
131	3365 39th Avenue South	\$15.00	\$23.79
132	3369 39th Avenue South	\$15.00	\$23.79
133	3373 39th Avenue South	\$15.00	\$23.79
134	3401 39th Avenue South	\$15.00	\$23.79
135	3405 39th Avenue South	\$15.00	\$23.79
136	3409 39th Avenue South	\$15.00	\$23.79
137	3415 39th Avenue South	\$15.00	\$23.79
138	3419 39th Avenue South	\$15.00	\$23.79
139	3423 39th Avenue South	\$15.00	\$23.79
140	3427 39th Avenue South	\$15.00	\$23.79
		<b>\$555.00</b>	<b>\$880.23</b>

**University Drive Rose Coulee - 52nd Ave**

141	University Drive S. Center Islands (6 islands)	\$35.00	\$103.73
142	University Drive East Boulevard from 49th Ave - 52nd Ave	\$25.00	\$65.45
143	52nd Ave Center Islands from Red River - 25th Street (4 Islands)	\$30.00	\$88.00
144	52nd Ave South Frontage Road/ South Boulevard from University Drive - 18th Street	\$45.00	\$196.35
145	52nd Ave South Boulevard/Area to Fence from 18th Street - 20th Street	\$25.00	\$67.38
146	25th Street Center Island between Rose Creek Blvd S - 52nd Avenue (1 island)	\$25.00	\$78.93
		<b>\$185.00</b>	<b>\$599.84</b>

**River Vili**

147	1136 55th Avenue South	\$15.00	\$37.39
148	1130 55th Avenue South	\$15.00	\$37.39
149	1124 55th Avenue South	\$15.00	\$37.39
150	1118 55th Avenue South	\$15.00	\$37.39
151	1112 55th Avenue South	\$15.00	\$37.39
152	1106 55th Avenue South	\$15.00	\$37.39
153	1100 55th Avenue South	\$15.00	\$37.39
154	5442 11th Street South	\$15.00	\$37.39
155	5436 11th Street South	\$15.00	\$37.39
156	5430 11th Street South	\$15.00	\$37.39
157	5424 11th Street South	\$15.00	\$37.39
158	5418 11th Street South	\$15.00	\$37.39
159	5412 11th Street South	\$15.00	\$37.39
160	5406 11th Street South	\$15.00	\$37.39
161	5400 11th Street South	\$15.00	\$37.39
162	University Drive from 52nd Avenue - 58th Avenue, Island and 2 Boulevards	\$15.00	\$38.50
		<b>\$240.00</b>	<b>\$599.35</b>

**Chrisan 2nd**

163	1213 71st Avenue South	\$30.00	\$123.50
164	7005 South University Drive	\$30.00	\$123.50
165	7013 South University Drive	\$30.00	\$123.50
166	7305 University Drive S.	\$46.35	\$125.76
		<b>\$136.35</b>	<b>\$496.26</b>

**Maply Valley 2nd**

167	6375 31st Street S.	\$65.00	\$185.25
		<b>\$65.00</b>	<b>\$185.25</b>

**25th Street S., 58th Avenue - 64th Avenue**

168	25th Street S. West Frontage Road	\$40.00	\$173.64
		<b>\$40.00</b>	<b>\$173.64</b>

**40th Avenue S.**

169	South Boulevard 42nd Street - 45th Street	\$90.00	\$355.00
170	43rd Street 2 Islands and West Boulevard	\$30.00	\$83.60
171	4010 43rd Street S.	\$35.00	\$126.50
		<b>\$155.00</b>	<b>\$565.10</b>

**Osgood**

172	6636 40th Avenue S.	\$40.00	\$150.00
173	4001 66th Street S.	\$40.00	\$150.00
174	4002 66th Street S.	\$40.00	\$150.00
175	6000 40th Avenue S.	\$40.00	\$150.00
176	4251 Veterans Boulevard S.	\$40.00	\$150.00
177	4475 Veterans Boulevard S.	\$40.00	\$150.00
178	5650 44th Avenue S.	\$40.00	\$150.00
179	5697 44th Avenue S.	\$40.00	\$150.00
180	4104 55th Street S.	\$40.00	\$150.00
181	Veterans Blvd, 40th - 48th Ave(3 Islands)	\$40.00	\$150.00
182	40th Ave. S, Drain 27 - 63rd St. (6 Islands)	\$40.00	\$150.00
183	40th Ave. S, Drain 27 - 45th St. (3 Islands) - We did this one last year	\$40.00	\$55.00
184	4581 65th Street South	\$40.00	\$55.00
185	4551 Veterans Boulevard S.	\$40.00	\$55.00
		<b>\$560.00</b>	<b>\$1,815.00</b>

**Veterans Boulevard S.**

186	48th Avenue to 52nd Avenue	\$60.00	\$100.00
187	36th Ave & Veterans	\$25.00	\$60.00
		<b>\$85.00</b>	<b>\$160.00</b>

Mowing List #2 Total: **\$3,988.35** **\$11,937.54**

March 21, 2022

Honorable Board of City Commissioners  
City Hall  
225 4<sup>th</sup> St N  
Fargo, ND 58102

**RE: RFP21122 Spring 2022 Tree Order - Change Order**

Commissioners:

RFP's were received July 16, 2021, for our 2022 spring tree order. Bailey Nurseries, Inc. was the successful proposal, and awarded the bid: \$58,155 plus shipping.

In the process of fine tuning the order, and planning for fall plantings, additional funding is requested. Approximately \$17,000.

The total funding is still within the 2022 forestry division tree budget.

**Recommended motion:**

**Move to approve the change order with Bailey Nurseries, Inc. for the additional trees, 2022 request for proposals (RFP21122).**

Your approval is appreciated. Thank you.

Sincerely,



Scott Liudahl  
City Forester

Cc: Ben Dow  
Bruce Grubb  
Kent Costin

Commission2022 Tree Order - 2.doc

March 2, 2022

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

RE: RFP19075, Extend Contract for Landscape Maintenance Services with Valley Green and Associates

Commissioners:

On May 6, 2019, City Commission approved to contract for Landscape Maintenance Services in response to RFP19075. The contracted service maintains landscaping beds throughout the downtown area and along the floodwall.

A three-year contract was executed with Valley Green and Associates with the option to extend two additional years in one-year increments. The contractor has performed well during the initial three-year contract. Public Works Staff and Valley Green and Associates would like to extend the contract one additional year. All terms and conditions of the contract will remain the same.

**RECOMMENDATION:**

RFP19075: I/we suggest motion to extend the contract for Landscape Maintenance Services with Valley Green and Associates for one additional year under the original terms and conditions of the contract.

Respectfully submitted,



Paul Fiechtner  
Services Manager  
Fargo Public Works

## SERVICES AGREEMENT

### LANDSCAPE MAINTENANCE SERVICES

#### I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2022. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions.

#### II. Scope of Services

The contractor will perform the landscape maintenance services as set forth within this agreement and as represented in "Exhibit A" attached hereto. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

##### Landscape Maintenance

- Maintain planting beds and mulch areas free of weeds.
- Initial Clean-up will include the application of a 2" layer of city provided mulch. Contractor shall be responsible for transportation of mulch from City Compost Site to designated areas. Loading of mulch at City Compost Site will be coordinated with Public Works Staff prior to day of need.
- Attempt to remove persistent perennial weeds by methods that will completely and permanently eliminate the weed. Contractor may utilize herbicides that are approved for and appropriate for use in the landscape setting. Take extreme care in the application of herbicides not to damage adjacent plant materials including trees, shrubs, perennials and lawn. Hand weeding may be necessary/justified at times.
- Consider application of a pre-emergent herbicide 'Preen for Perennials' or approved equal in spring to planting bed areas.  
Planting bed(s) to be policed for trash, debris, and all material shall be hauled from site and properly disposed of.

##### Turf Maintenance

- Turf shall be maintained at a height of approximately three and one-half (3 ½) inches.
- Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass.
- Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. All Hard surfaces should be swept/blown clean by the Contractor immediately after each mowing.
- Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor.



- All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations

Prairie Restoration

- Prairie Restoration areas are to be policed for trash, debris, and all material shall be hauled from site and properly disposed of.

Sidewalks and Stamped Concrete

- Attempt to remove persistent perennial weeds by methods that will completely and permanently eliminate the weed. Contractor may utilize herbicides that are approved for and appropriate for use.
- Sidewalks and Stamped Concrete to be policed for trash, debris, and all material shall be hauled from site and properly disposed of.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

**III. Responsibility of the City**

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

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

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

**V. Termination of the Agreement**

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

**VI. Assignability**

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

**VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

**VIII. Contractor Records**

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services

are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

**IX. Monitoring and Evaluation**

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

**X. Independence of Recipient**

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

**XI. Conflict of Interest**

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

**XII. Entire Agreement**

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

Exhibit A

<p><i>Flood Wall I</i> Dry Side of Flood Wall 2nd Street N. 1st Avenue - 5th Avenue</p>	<p><b>Initial Clean Up:</b></p> <p><b>Regular Service:</b></p>	<p><b>Initial Clean-up shall be completed prior to May 24th, and consist of the following</b></p> <table border="1"> <tr> <td data-bbox="532 306 808 436"> <p>Area 1) Landscape Beds</p> </td> <td data-bbox="808 306 1429 436"> <p>Remove &amp; haul away all weeds and debris from landscape beds. Prune and deadhead all trees, shrubs, bushes and flowers Remove all litter Define, by edging all landscaped beds Apply 2" layer of city provided mulch in all areas where mulch is currently located <i>(City of Fargo mulch is available at the compost site at no cost to the contractor)</i></p> </td> </tr> <tr> <td data-bbox="532 443 808 520"> <p>Area 2) Turf Mowing</p> </td> <td data-bbox="808 443 1429 520"> <p>Mow and edge all area where turf has been planted Remove all litter</p> </td> </tr> <tr> <td data-bbox="532 527 808 562"> <p>Area 3) Prairie Restoration</p> </td> <td data-bbox="808 527 1429 562"> <p>Remove all litter</p> </td> </tr> <tr> <td data-bbox="532 569 808 646"> <p>Area 4) Sidewalks and Stamped</p> </td> <td data-bbox="808 569 1429 646"> <p>Maintain Sidewalk, Stamped Concrete, Curb and Gutters free of all vegetation Remove all Litter Spray with herbicide</p> </td> </tr> </table> <p><b>Site visits will occur every two weeks from May 24th to end-of-October</b></p> <table border="1"> <tr> <td data-bbox="532 653 808 751"> <p>Area 1) Landscape Beds</p> </td> <td data-bbox="808 653 1429 751"> <p>Maintain trees, shrubs, bushes, flowers and bedding in a healthy growing condition by weeding, deadheading and pruning. Remove all litter</p> </td> </tr> <tr> <td data-bbox="532 758 808 814"> <p>Area 2) Turf Mowing</p> </td> <td data-bbox="808 758 1429 814"> <p>Mow and edge all area where turf has been planted Remove all litter</p> </td> </tr> <tr> <td data-bbox="532 821 808 856"> <p>Area 3) Prairie Restoration</p> </td> <td data-bbox="808 821 1429 856"> <p>Remove all litter</p> </td> </tr> <tr> <td data-bbox="532 863 808 951"> <p>Area 4) Sidewalks and Stamped Concrete</p> </td> <td data-bbox="808 863 1429 951"> <p>Maintain Sidewalk, Stamped Concrete, Curb and Gutters free of all vegetation Remove all Litter Re-apply Herbicide as necessary</p> </td> </tr> </table>	<p>Area 1) Landscape Beds</p>	<p>Remove &amp; haul away all weeds and debris from landscape beds. Prune and deadhead all trees, shrubs, bushes and flowers Remove all litter Define, by edging all landscaped beds Apply 2" layer of city provided mulch in all areas where mulch is currently located <i>(City of Fargo mulch is available at the compost site at no cost to the contractor)</i></p>	<p>Area 2) Turf Mowing</p>	<p>Mow and edge all area where turf has been planted Remove all litter</p>	<p>Area 3) Prairie Restoration</p>	<p>Remove all litter</p>	<p>Area 4) Sidewalks and Stamped</p>	<p>Maintain Sidewalk, Stamped Concrete, Curb and Gutters free of all vegetation Remove all Litter Spray with herbicide</p>	<p>Area 1) Landscape Beds</p>	<p>Maintain trees, shrubs, bushes, flowers and bedding in a healthy growing condition by weeding, deadheading and pruning. Remove all litter</p>	<p>Area 2) Turf Mowing</p>	<p>Mow and edge all area where turf has been planted Remove all litter</p>	<p>Area 3) Prairie Restoration</p>	<p>Remove all litter</p>	<p>Area 4) Sidewalks and Stamped Concrete</p>	<p>Maintain Sidewalk, Stamped Concrete, Curb and Gutters free of all vegetation Remove all Litter Re-apply Herbicide as necessary</p>
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<p><i>Planting Beds I</i> NP Avenue University Drive - 10th Street (Eight Beds)</p>	<p><b>Initial Clean Up:</b></p> <p><b>Regular Service:</b></p>	<p><b>Initial Clean-up shall be completed prior to May 24th, and consist of the following</b></p> <table border="1"> <tr> <td data-bbox="532 1243 808 1373"> <p>Area 1) Landscape Beds</p> </td> <td data-bbox="808 1243 1429 1373"> <p>Remove &amp; haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is currently located <i>(City of Fargo mulch is available at the compost site at no cost to the contractor)</i></p> </td> </tr> </table> <p><b>Site visits will occur monthly from May 24th to end-of-October</b></p> <table border="1"> <tr> <td data-bbox="532 1400 808 1476"> <p>Area 1) Landscape Beds</p> </td> <td data-bbox="808 1400 1429 1476"> <p>Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding and pruning Remove all litter</p> </td> </tr> </table>	<p>Area 1) Landscape Beds</p>	<p>Remove &amp; haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is currently located <i>(City of Fargo mulch is available at the compost site at no cost to the contractor)</i></p>	<p>Area 1) Landscape Beds</p>	<p>Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding and pruning Remove all litter</p>												
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<p>Area 1) Landscape Beds</p>	<p>Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding and pruning Remove all litter</p>																	
<p><i>Planting Beds II</i> Intersection of 2nd Avenue N. &amp; Roberts Street (Eight Beds)</p>	<p><b>Initial Clean Up:</b></p> <p><b>Regular Service:</b></p>	<p><b>Initial Clean-up shall be completed prior to May 24th, and consist of the following</b></p> <table border="1"> <tr> <td data-bbox="532 1509 808 1619"> <p>Area 1) Landscape Beds</p> </td> <td data-bbox="808 1509 1429 1619"> <p>Remove &amp; haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is currently located <i>(City of Fargo mulch is available at the compost site at no cost to the contractor)</i></p> </td> </tr> </table> <p><b>Site visits will occur monthly from May 24th to end-of-October</b></p> <table border="1"> <tr> <td data-bbox="532 1646 808 1713"> <p>Area 1) Landscape Beds</p> </td> <td data-bbox="808 1646 1429 1713"> <p>Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding and pruning Remove all litter</p> </td> </tr> </table>	<p>Area 1) Landscape Beds</p>	<p>Remove &amp; haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is currently located <i>(City of Fargo mulch is available at the compost site at no cost to the contractor)</i></p>	<p>Area 1) Landscape Beds</p>	<p>Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding and pruning Remove all litter</p>												
<p>Area 1) Landscape Beds</p>	<p>Remove &amp; haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is currently located <i>(City of Fargo mulch is available at the compost site at no cost to the contractor)</i></p>																	
<p>Area 1) Landscape Beds</p>	<p>Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding and pruning Remove all litter</p>																	

**EXHIBIT B**  
**Landscape Maintenance Services**

<b>SITE</b>	<b>LOCATION</b>	<b>AREA</b>	<b>CONTRACTOR</b>
<b>INITIAL CLEAN-UP</b>			Valley Green
Flood Wall I	Area #1	Landscape Beds	\$ 2,500.00
Flood Wall I	Area #2	Turf Mowing	\$ 200.00
Flood Wall I	Area #3	Prairie Restoration	\$ 200.00
Flood Wall I	Area #4	Sidewalks/Stamped	\$ 200.00
Flood Wall II	Area #1	Landscape Beds	\$ 1,300.00
Planting Beds I	Area #1	Landscape Beds	\$ 500.00
Planting Beds II	Area #1	Landscape Beds	\$ 500.00
<b>BI-MONTHLY</b>			
Flood Wall I	Area #1	Landscape Beds	\$ 300.00
Flood Wall I	Area #2	Turf Mowing	\$ 50.00
Flood Wall I	Area #3	Prairie Restoration	\$ 50.00
Flood Wall I	Area #4	Sidewalks/Stamped	\$ 50.00
Flood Wall II	Area #1	Landscape Beds	\$ 150.00
<b>MONTHLY</b>			
Planting Beds I	Area #1	Landscape Beds	\$ 70.00
Planting Beds II	Area #1	Landscape Beds	\$ 70.00
<b>TOTAL:</b>			<b>\$ 6,140.00</b>

IN WITNESS WHEREOF, the undersigned enter into this Agreement.

Date: 3/9/22

Valley Green & Associates

By: Nicola Seaberg

Its: Office Manager

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

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

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

ATTEST:

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

COVER SHEET  
CITY OF FARGO PROJECTS

Page 150

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:

Alley Paving



Improvement

District No. AN-22-A

Call For Bids March 21, 2022

Advertise Dates March 30 & April 6, 2022

Bid Opening Date April 27, 2022

Substantial  
Completion Date September 16, 2022

Final Completion Date September 30, 2022

N/A PWPEC Report (Part of 2022 CIP)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Engquist

Phone No. (701) 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

**ALLEY PAVING**

**IMPROVEMENT DISTRICT NO. AN-22-A**

**9 AVE N TO 10 AVE N BETWEEN 2 ST N AND 3 ST N**

**Nature & Scope**

This project is for the installation of P.C. Concrete Paving in the alley from 9th Avenue North to 10th Avenue North between 2nd Street North and 3rd Street North in Truesdell's Addition.

**Purpose**

The purpose of this project is to provide paving in the alley as requested by the majority of the Property Owners.

**Feasibility**

The estimated cost of construction is \$73,095.00. The cost breakdown is as follows:

<b>Alley Paving</b>		
<b>Construction Cost</b>		<b>\$73,095.00</b>
<b>Fees</b>		
Engineering	10%	\$7,309.50
Admin	4%	\$2,923.80
Legal	3%	\$2,192.85
Interest	4%	\$2,923.80
Contingency	5%	\$3,654.75
<b>Total Estimated Cost</b>		<b>\$92,099.70</b>
<b>Funding</b>		
Special Assessments	100.00%	\$92,099.70

**Project Funding Summary**

Special Assessments	100.00%	\$92,099.70
<b>Total Estimated Project Cost</b>		<b>\$92,099.70</b>

**This project does not have any alternate or optional containers.**

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "TK", written over a horizontal line.

Thomas Knakmuhs, PE  
Assistant City Engineer



**LOCATION AND COMPRISING**

**ALLEY PAVING**

**IMPROVEMENT DISTRICT NO. AN-22-A**

**9 AVE N TO 10 AVE N BETWEEN 2 ST N AND 3 ST N**

**LOCATION:**

From 9th Avenue to 10th Avenue North between 2nd Street and 3rd Street North.

**COMPRISING:**

Lots 1 through 10, Block 1.

All in Truesdell's Addition.

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

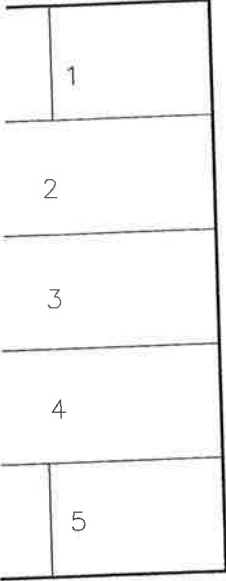
3

12

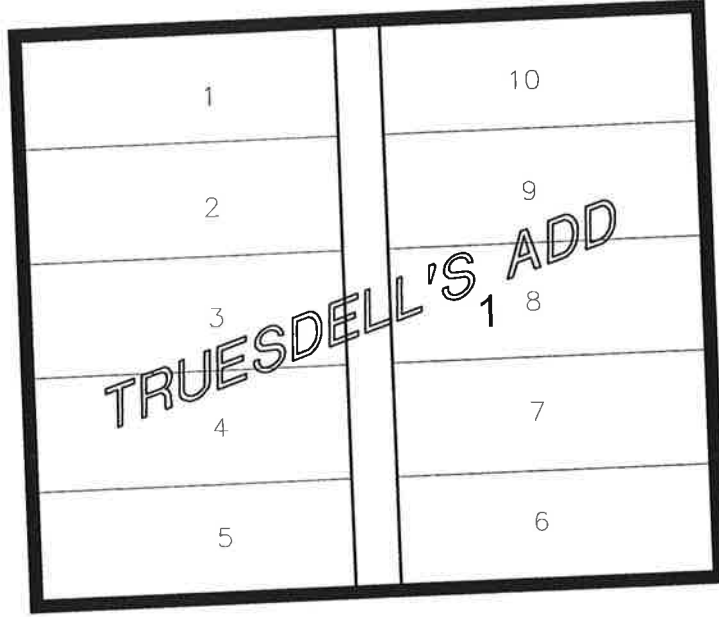
13

12

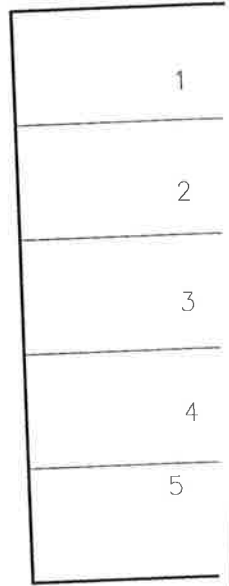
10 AVE N



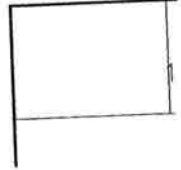
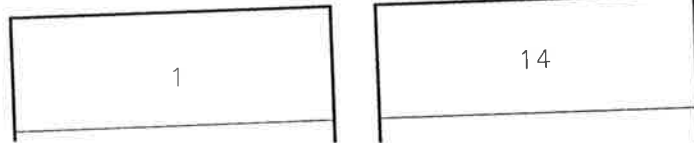
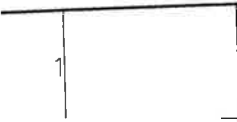
3 ST N



2 ST N



9 AVE N



CITY OF FARGO ENGINEERING  
DEPARTMENT  
LOCATION & ASSESSMENT AREA  
ALLEY PAVING  
IMPROVEMENT DISTRICT NO. AN-22-A

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

New Paving and Utility Construction

Improvement  
District No.

BN-22-J

Call For Bids March 21, 2022

Advertise Dates March 30 & April 6, 2022

Bid Opening Date April 13, 2022

Substantial  
Completion Date August 5, 2022

Final Completion Date September 4, 2022

- N/A PWPEC Report (Part of 2022 CIP)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer William Bayuk

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT**  
**NEW PAVING AND UTILITY CONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. BN-22-J**

**GOLDEN VALLEY 6TH ADDITION - 67TH AVE S & 27TH ST S**

**Nature & Scope**

This project is for new construction of underground utilities, asphalt pavement and incidentals on 27th Street South from 67th Avenue South to 28th Street South and on 28th Street South from 67th Avenue South to 27th Street South.

**Purpose**

This project is to provide infrastructure for new residential housing in Golden Valley Sixth Addition as requested by the Developer.

**Feasibility**

The estimated cost of construction is \$609,149.40. The cost breakdown is as follows:

<b>Special Assessment</b>		
<b>Construction Cost</b>		<b>\$493,753.40</b>
<b>Fees</b>		
Engineering	10%	\$49,375.34
Admin	4%	\$19,750.14
Legal	3%	\$14,812.60
Interest	4%	\$19,750.14
Contingency	5%	\$24,687.67
<b>Total Estimated Cost</b>		<b>\$622,129.29</b>
<b>Funding</b>		
Special Assessments	100.00%	\$622,129.29

**Cass Rural Water**

**Construction Cost** \$115,396.00

**Fees**

Engineering	10%	\$11,539.60
Admin	4%	\$4,615.84
Legal	3%	\$3,461.88
Interest	4%	\$4,615.84
Contingency	5%	\$5,769.80

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**Total Estimated Cost** **\$145,398.96**

**Funding**

Cass Rural WUD Funds	100.00%	\$145,398.96
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**Project Funding Summary**

Cass Rural WUD Funds	18.94%	\$145,398.96
Special Assessments	81.06%	\$622,129.29


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**Total Estimated Project Cost** **\$767,528.25**

**This project does not have any alternate or optional containers.**

We believe this project to be cost effective.



  
 Tom Knakmuhs, P.E.  
 Assistant City Engineer



LOCATION AND COMPRISING  
NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-22-J

GOLDEN VALLEY 6TH ADDITION - 67TH AVE S & 27TH ST S

**LOCATION:**

On 27th Street South from 67th Avenue South to 28th Street South, and on 28th Street South from 67th Avenue South to 27th Street South.

**COMPRISING:**

Lots 1 through 6, Inclusive, Block 1.

All platted within Golden Valley Third Addition.

The unplatted land in the northeast quarter of Section 11 T138N R49W lying north of the platted lots in Golden Valley Fifth Addition, south of 67th Avenue South, east of Cass County Drain 53, and west of the platted lots in Golden Valley Third Additions. (All to be platted as Golden Valley Sixth Addition)

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



CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-22-J

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

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

New Paving and Utility Construction

Improvement

District No. BN-22-K

Call For Bids	<u>March 21</u>	<u>2022</u>
Advertise Dates	<u>March 30 &amp; April 6</u>	<u>2022</u>
Bid Opening Date	<u>April 13</u>	<u>2022</u>
Substantial Completion Date	<u>September 30</u>	<u>2022</u>
Final Completion Date	<u>October 30</u>	<u>2022</u>

- N/A PWPEC Report (Part of 2022 CIP)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Matthew Jennings

Phone No. (701) 241-1545

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

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



NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-22-K

ON CROSSROADS DRIVE BETWEEN 42ND STREET  
 SOUTH AND 23RD AVENUE SOUTH. ON 41ST STREET  
 SOUTH BETWEEN 23RD AVENUE SOUTH AND  
 CROSSROADS DRIVE. TO BE PLATTED IN CROSSROADS  
 CORPORATE CENTER ADDITION.

**Nature & Scope**

Infrastructure request to facilitate construction of underground utilities, concrete pavement and incidentals as requested by the Developer.

**Purpose**

This project is to provide city infrastructure for the development of new commercial properties and to connect existing infrastructure.

**Feasibility**

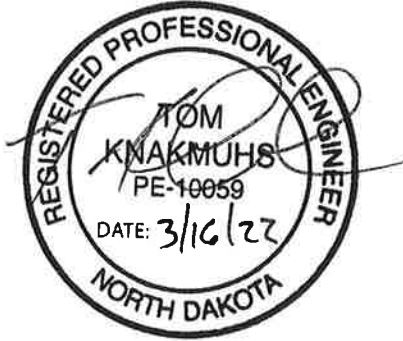
The estimated cost of construction is \$3,156,038.65. The cost breakdown is as follows:


<b>Base Bid</b>			
<b>Construction Cost</b>			<b>\$3,156,038.65</b>
<b>Fees</b>			
Engineering	10%		\$315,603.87
Admin	4%		\$126,241.55
Legal	3%		\$94,681.16
Interest	4%		\$126,241.55
Contingency	5%		\$157,801.93
<b>Total Estimated Cost</b>			<b>\$3,976,608.71</b>
<b>Funding</b>			
Special Assessments	100.00%		\$3,976,608.71

**Project Funding Summary**

Special Assessments	100.00%	\$3,976,608.71
<b>Total Estimated Project Cost</b>		<b>\$3,976,608.71</b>

We believe this project to be cost effective.



  
Thomas Knakmuhs, PE  
Assistant City Engineer



**LOCATION AND COMPRISING  
NEW PAVING AND UTILITY CONSTRUCTION**

**IMPROVEMENT DISTRICT NO. BN-22-K**

**ON CROSSROADS DRIVE BETWEEN 42ND STREET  
SOUTH AND 23RD AVENUE SOUTH. ON 41ST STREET  
SOUTH BETWEEN 23RD AVENUE SOUTH AND  
CROSSROADS DRIVE. TO BE PLATTED IN CROSSROADS  
CORPORATE CENTER ADDITION.**

**LOCATION:**

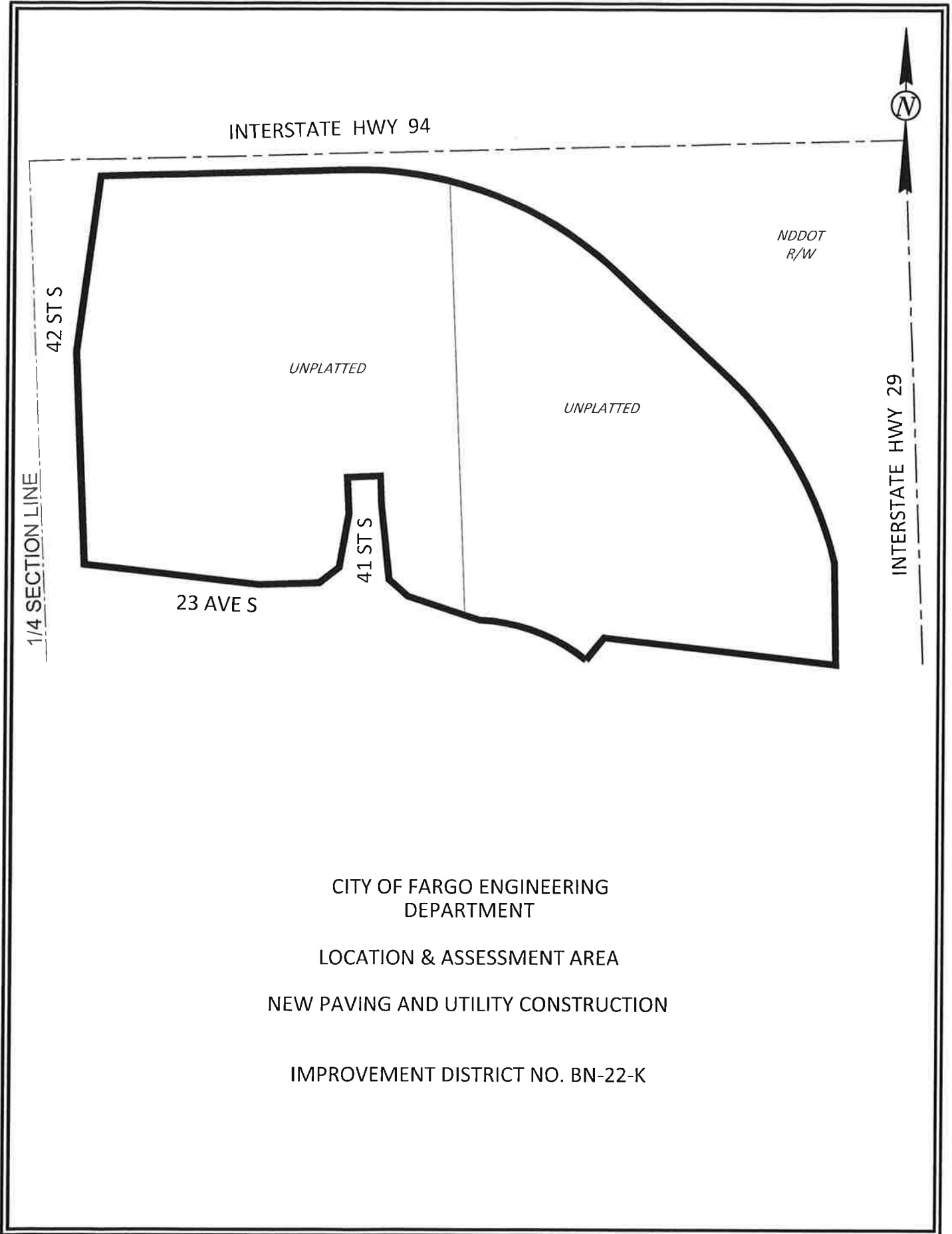
On Crossroads Drive between 42nd Street South and 23rd Avenue South.  
On 41st Street South between 23rd Avenue South and Crossroads Drive.  
To be platted in Crossroads Corporate Center Addition.

**COMPRISING:**

All the unplatted land located in the Northeast quarter of Section 22, Township 139 N, Range 49 W.  
Bounded on the south by 23rd Avenue South and Interstate Business Park Addition. Bounded on the  
west by 42nd Street South.

To be platted in Crossroads Corporate Center Addition.

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



CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-22-K

(2Ad)

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

Concrete Paving Rehab/Reconstruction

Improvement

District No. PR-22-C

Call For Bids March 21, 2022

Advertise Dates March 30 & April 6, 2022

Bid Opening Date April 27, 2022

Substantial Completion Date June 30, 2023

Final Completion Date July 15, 2023

N/A PWPEC Report (Part of 2022 CIP)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Engquist

Phone No. (701) 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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



**ENGINEER'S REPORT**  
**CONCRETE PAVING REHAB/RECONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. PR-22-C**  
**13TH AVE S FROM 28TH ST S TO 38TH ST S**

**Nature & Scope**

This project is for completing concrete pavement repairs and incidentals on 13th Avenue South from 28th Street South to 38th Street South.

**Purpose**

The purpose of the project is to correct deficiencies that have appeared over time. Joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and pavement deterioration are present on these pavement sections. The proposed project will aid in extending the useful life of these streets by restoring the pavement's structural integrity, therefore delaying future deterioration and improving ride quality.

**Feasibility**

The estimated cost of construction is \$4,580,852.00. The cost breakdown is as follows:

**Concrete Paving Rehab/Reconstruction**

<b>Construction Cost</b>		\$4,580,852.00
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**Fees**

Engineering	10%	\$458,085.20
Admin	4%	\$183,234.08
Legal	3%	\$137,425.56
Interest	4%	\$183,234.08
Contingency	5%	\$229,042.60

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<b>Total Estimated Cost</b>		<b>\$5,771,873.52</b>
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**Funding**

Sales Tax Funds - Infrastructure - 420	78.12%	\$4,509,051.51
Special Assessments	21.88%	\$1,262,822.01

**Project Funding Summary**

Sales Tax Funds - Infrastructure - 420	78.12%	\$4,509,051.51
Special Assessments	21.88%	\$1,262,822.01

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<b>Total Estimated Project Cost</b>		<b>\$5,771,873.52</b>
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**This project does not have any alternate or optional containers.**

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "TK", written over a horizontal line.

Thomas Knakmuhs, PE  
Assistant City Engineer



LOCATION AND COMPRISING  
CONCRETE PAVING REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. PR-22-C  
13TH AVE S FROM 28TH ST S TO 38TH ST S

**LOCATION:**

On 13th Avenue South from 28th Street South to 38th Street South.

**COMPRISING:**

Lot 1, Block 1, A.J.'s Addition.

Lots 1 through 3, Block 1, Boehm Addition.

Lot 1, Block 1, Cedar Crest 1st Addition.  
All in Replat of Lot 1, Block 2, Runck's 1st Addition.

Lot 1, Block 1, Helenske's 1st Addition.

Lots 1 and 2, Block 1, Holtan 1st Addition.

Lot 1, Block 1, Hooters Fargo Addition.  
All in Replat of Lot 2 & part of Lot 3, Block 5, Westrac 1st Addition  
And part of Lot 1, Block 1, Helenske's 1st Addition.

Lots 1 through 6, Block 1, Hub Addition.

Lots 1 through 9, Block 4B.  
Lots 1 through 10, Block 4C.  
Lots 1 through 10, Block 4D.  
All in Replat of Block 4 of Hub Addition.

Lot 1, Block 1, Nortech Addition.  
All in Replat of part of Lots 4 and 6, Block 3 of Westrac 2nd Addition.

Lots 1 and 2, Block 1, Holtan 1st Addition.  
All in Replat of Lot 6, and part of Lot 7, Block 5, Westrac 1st Addition  
And part of the SW ¼.

Lots 6 and 7, Block A.  
Lots 8 and 9, Block B.  
All in Morton's Subdivision.

Lot 1, Block 1, Muscatell Subdivision.

Lots 2, 4 and 5, Block 1.

Page 170  
Lots 1 through 3, Block 2.

Lot 1, Block 3.

Lots 1 through 12, Block 4.

All in Interstate Park Addition.

Lots 1 and 2, Block 1.

All in Interstate Park 2nd Addition.

Lots 1 and 2, Block 1, Pulkrabek's 1st Addition.

Lots 3 and 4, Block 1, Runck's 1st Addition.

Lot 2, Block 1, Runck's 2nd Addition.

All in Replat of Lot 2, Block 1 of Runck's 1st Addition.

Lot 1, Block 1, Runck's 3rd Addition.

All in Replat of Lot 2, Block 1 of Runck's 2nd Addition.

Lots 1 and 2, Block 1, Runck's 4th Addition.

All in Replat of Lot 1, Block 1, Runck's 1st Addition, Lot 2, Block 1, Runck's 3rd Addition

And part of the SW  $\frac{1}{4}$ .

Lot 1, Block 1, Lexli 1st Addition.

All in Replat of Lot 5, Block 5, Westrac 1st Addition

And part of the SW  $\frac{1}{4}$ .

Lot 1, Block 1.

Lots 1 through 8, Block 2.

Lots 1 and 2, Block 3.

All in Saks Addition.

Lots 1 through 3, Block 1, Sisters of Mary Addition.

Lots 1 through 26, Block 4.

Lots 17 through 21, Block 5.

All in Westgate Village Addition.

Lots 1 through 4, Block 1.

Lots 1 and 7, Block 2.

All in Replat of Block 1, of Westgate Village Addition.

Lots 1 through 11, Block 1A.

All in Replat of Block 3, of Westgate Village Addition.

Lots 1 through 4, Block 1.

Lots 1 through 9, Block 2.

Lots 1 and 2, Block 3.

Page 174  
Lots 1 through 3, Block 4.

Lots 1, 3, 4, 7 and 8, Block 5.

All in Westrac 1st Addition.

Lots 1 through 5, Block 2.

Lots 1 through 17, Block 3.

Lots 1 through 7, Block 4.

All in Westrac 2nd Addition.

All in Replat of part of Morton's Subdivision and part of Tennefos' 1st Subdivision.

Unplatted land in SW  $\frac{1}{4}$  of Section 11, Township 139, Range 49.

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



CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

CONCRETE PAVING REHAB / RECONSTRUCTION

IMPROVEMENT DISTRICT NO. PR-22-C