FARGO CITY COMMISSION AGENDA
Monday, May 17, 2021 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, May 3, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Covey Ranch First Addition.

2. Findings of Fact, Order and Notice of Entry of Order for 1418 1st Avenue North.

3. Findings of Fact, Order and Notice of Entry of Order for 1648 8th Avenue South.

4. Site Authorizations for Games of Chance:
   a. Fargo Metro Baseball Association at Borrowed Bucks Roadhouse, Empire Tavern and Specks Bar.
   b. American Gold Gymnastics at The Box.
   c. Northern Prairie Performing Arts at Space Aliens, Windbreak Lounge, O'Clevy's at the Ramada and Southtown Pourhouse-Fargo.
   d. Team Makers Club, Inc. at Legends Sports Bar and Grill, Lucky's 13 Pub, Sanford Health Athletic Complex-Scheels Arena, FARGODOME, Frank's Lounge and Holiday Inn.
   e. Boys and Girls Club of the Red River Valley at Fargo Billiards/Gastropub.
   f. Prairie Public Broadcasting, Inc. at Tailgators, Slammer's Sports Bar & Grill, Pepper's, Bison Turf and Dempsey's.
   g. Horse Race North Dakota at Chub's Pub, Edgewood Tavern, Labby's Bar & Grill, Sidestreet Grille and Pub and Sickies Garage-Fargo.

5. Applications for Games of Chance:
   a. United Way of Cass Clay for a raffle board on 6/11/21.
   b. El Zagal Shrine – Provost for a raffle on 9/9/21.
   c. FM AM Rotary for a sports pool from 10/1/21 to 2/15/22.
   d. River Keepers for a raffle on 6/14/21.

6. Bid award for modular walls for the Training Room Conversion Project (RFP18023).

7. Change Order No. 3 for a no cost milestone schedule change for Project No. FM-16-A1.

8. Permanent Easement (Levee for Flood Control) and Easement (Temporary Construction Easement) with the Park District of the City of Fargo (Project No. FM-19-B).

Memorandum of Offer to Landowner and Permanent Easement (Levee for Flood Control) and Easement (Temporary Construction Easement) with the Park District to the City of Fargo (Project No. FM-19-E).

10. Receive and file General Fund – Budget to Actual through April 2021 (unaudited).

11. Receive and file Financial Status Report Year to Date through 4/30/21 for major operating funds (unaudited).

12. 63-day extension of FMLA for Firefighter Mike Brown.

13. Supplemental Nuisance Policy City of Fargo Ordinance Nos. 11-0805 and 11-0806.

14. Purchase of Service Agreement with Northern Cass Public School District for the 2021-2022 school year.

15. Purchase of Service Agreement with Kindred Public School District for the 2021-2022 school year.

16. Purchase of Service Agreement with Central Cass Public School District for the 2021-2022 school year.

17. First Amendment to Lease Agreement with First Center South, LLC.

18. Grant Agreement with ND Department of Human Services for care coordination services.

19. Purchase of Service Agreement with ND Department of Human Services, Behavioral Health Division for community outreach and engagement services for harm reduction.

20. Purchase Agreement with Lake Agassiz Habitat for Humanity, Inc. for a land transfer of 702 2nd Street North.

21. Purchase Agreement with Lake Agassiz Habitat for Humanity, Inc. for a land transfer and new construction at 1529 10th Avenue South.

22. Bid award for Project No. BP-21-A1.

23. Change Order No. 4 for a decrease in the amount of -$18,352.49 for the GTC Underground Project (BP0041).

24. Memorandums of Understanding with Presentation Partners in Housing, Inc. and the State of North Dakota, Acting through its North Dakota Department of Human Services, Southeast Human Service Center.

25. Adopt Resolutions Approving the following Plats:
    a. Edgewood Estates Second Addition.
    b. Metropolitan Park Second Addition.

26. Storm Sewer Relocation Agreement with Jon Shilling.

27. Extension of the highway deicing salt contract with Compass Minerals America, Inc. for the 2021-2022 season (RFP20080).

28. Change Order No. 1 for an increase of $388.00 for the Metro Transit Garage lighting replacement project.

29. Amendment No. 7 with KLJ, Inc. in the amount of $3,062.84 for the GTC Remodel Project – Exterior Renovations.

30. Contracts and bonds for Project Nos. FM-19-A1 (electrical), FM-19-E1, TM-21-A1 and FARGODOME Canopy Repairs.

31. Bills.

32. Amendment No. 1 with SRF Consulting Group in the amount of $25,700.50 for Improvement District No. MS-16-J0.

33. Easement (Temporary Construction Easement) with Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust in association with Improvement District No. FP-19-A1.

34. Bid award for Improvement District Nos. BN-21-B1, PN-21-A1 and PR-21-G1.

35. Create Improvement District Nos. PR-21-F and SL-21-C.

36. Contracts and bonds for Improvement District Nos. BN-21-C1, BN-21-G1 and UN-21-A1.

REGULAR AGENDA:

37. **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).**

38. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**

a. Amendments to 2020 Action Plan Community Development Block Grant (CDBG).

b. Golden Valley Fifth Addition (2800 67th Avenue South; 6891, 6907, 6919, 6929, 6941 26th Street South; 2628 69th Avenue South; and 2631 Golden Lane South); approval recommended by the Planning Commission on 1/5/21:
   1. Zoning Change from AG, Agricultural, SR-4, Single-Dwelling Residential and P/I, Public and Institutional with a C-O, Conditional Overlay to SR-2, Single-Dwelling Residential and SR-4, Single-Dwelling Residential.
   2. 1st reading of rezoning Ordinance.
   3. Plat of Golden Valley Fifth Addition.

c. Sanford Addition (6103 38th Street South); approval recommended by the Planning Commission on 2/2/21:
   1. Zoning Change from AG, Agricultural to SR-2, Single-Dwelling Residential, LC, Limited Commercial, with a C-O, Conditional Overlay and P/I, Public and Institutional.
   2. 1st reading of rezoning Ordinance.
   3. Plat of Sanford Addition.

d. EOLA Addition (2470 and 2500 45th Street South); approval recommended by the Planning Commission on 3/2/21 and 4/6/21:

1. Zoning Change from GC, General Commercial with a C-O, Conditional Overlay to GC, General Commercial with a PUD, Planned Unit Development Overlay and a request to repeal the C-O, Conditional Overlay within the boundaries of the proposed EOLA Addition.
2. 1st reading of rezoning Ordinance.
3. Planned Unit Development Master Land Use Plan.
4. Plat of EOLA Addition.

e. 220 Addition (214 and 220 6th Avenue North); approval recommended by the Planning Commission on 3/2/21:
   1. Zoning Change from MR-3, Multi-Dwelling Residential to DMU, Downtown Mixed-Use.
   2. 1st reading of rezoning Ordinance.
   3. Plat of 220 Addition.

f. Plat of Southview Villages Second Addition (1701, 1707, 1713, 1719, 1725, 1731, 1735, 1741, 1747, 1751, 1755 and 1761 Prairie Lane South).

g. Hearing on a dangerous building at 1343 2nd Avenue South; continued from the 4/19/21 Regular Meeting.

h. Hearing on a dangerous building at 1426 4th Avenue North.

i. Renewal Plan and Development Agreement for Tax Increment Financing District No. 2021-02 to review a plan for development of property in the 1600 and 1700 blocks of 1st Avenue North, on the south side of the street.

39. COVID-19 Update:
   a. Fargo Cass Public Health Update.

40. Presentation of the City's Pledge and Acceptance of and Agreement to the Master Indenture of Trust Resolutions and adoption of those Resolutions:
   a. Resolution Pledging and Dedicating 100% of the City 3-21 Sales Tax; 100% of the City 3-22 Sales Tax; and 25% of the $.01 City 3-20 Sales Tax to the Metro Flood Diversion Authority.
   b. City's Pledge Resolution and Resolution Accepting and Agreeing to the Terms and Conditions of the Master Indenture of Trust Between the Metro Flood Diversion Authority, Cass County Joint Water Resource District, The City of Fargo, North Dakota, as Fiscal Agent and the Bank of North Dakota as Trustee.

41. Presentations and updates for the following:
   a. Core Neighborhoods Master Plan.
   b. Land Development Code Diagnostic Report.
   c. Cass Clay Community Land Trust.

42. Discussion on workforce shortage in Fargo.

43. Commissioner Gehrig would like to discuss Fargo's zoning laws regarding firearms sales and the recently enacted North Dakota HB 1248.

44. Appointments to the Liquor Control Board.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING A CERTAIN PARCEL
OF LAND LYING IN COVEY RANCH FIRST ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

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

WHEREAS, the rezoning changes were approved by the City Commission on April 19, 2021,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Covey Ranch First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "P/I", Public and Institutional, District.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

THE CITY OF Fargo FAR MORE

(2)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 13th, 2021

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

RE: Dangerous Building located at 1418 1st Avenue North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact and an Order regarding the dangerous building proceeding for the property at 1418 1st Avenue North. At its May 3rd, 2021 meeting, the report presented by Bruce Taralson, city of Fargo Building Official, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

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

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Bruce Taralson, Inspections Department

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

Property Address: 1418 1st Avenue North, Fargo, North Dakota

Owner: Gary J. Reinhart

A hearing was held before the Board of City Commissioners of the City of Fargo on the 11th day of January, 2021 regarding property located at 1418 1st Avenue North, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. The owner had recently obtained a demolition permit, so this matter was continued to May 3rd, 2021.

The matter came on for further proceedings before the Board of City Commissioners on the 3rd day of May, 2021. Bruce Taralson appeared and provided testimony on behalf of the city of Fargo Inspections Department. The owner of the property, Gary J. Reinhart, additionally appeared and provided testimony.

The Board heard the testimony offered by the inspections department and owner, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

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

> All of Lots One (1) through Six (6), inclusive, and all of Lots Twenty-four (24) through Thirty-four (34), inclusive, Block Twenty-two (22), except therefrom, that portion of said Lot Twenty-four (24) lying Easterly of a line drawn concentric with and distant 9.0 feet Westerly, as measured radially from the Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) spur track centerline, as now located and constructed upon, over and across said Block Twenty-two (22) of Reeve's Addition to the city of Fargo.

The street address for which is: 1418 1st Avenue North, Fargo, North Dakota, 58102.

2. That the subject property is vacant and uninhabitable due to a fire that occurred on December 5th, 2020.

3. That on December 9th, 2020, Michael Moss, Building Inspector to the city of Fargo, inspected the property and found the building, consisting of a single story, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That on December 14, 2020, James Haley, Deputy Assessor of the city of Fargo, performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

5. That the building is unsafe and is a dangerous building in the following respects: (a) building interior and contents appear to be completely destroyed by fire; (b) the roof has collapsed; (c) broken windows; and (d) the building is unsecured.

6. Further, the City Commission finds that the following conditions exist with respect to the subject property:

a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;

b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and

c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

7. That the information in the files of the Inspection Department and the City Assessor's Office stemming from various inspections of the property on or before December 9th and December 14th, 2020, with respect to the subject property is hereby accepted as true and correct.

8. That the building located at 1418 1st Avenue North, Fargo, North Dakota 58102, is hereby found to be a "dangerous building."

9. Notice of Dangerous Building was posted on the property on or about December 15th, 2020, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

10. The owner applied for and received a demolition permit, however the said permit is now expired. The owner failed to demolish the building on the subject property during the length of the permit.

11. The owner has not sufficiently presented cause why the "dangerous building" should not be demolished.

12. That Inspections Department may secure the removal of this building if the owner fails to comply with city ordinances and demolish the property by June 30, 2021.

13. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that Gary J. Reinhart, or anyone else claiming an ownership interest, shall demolish the "dangerous building" located at 1418 1st Avenue North, Fargo, North Dakota by June 30th, 2021.

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

DATED this _____ day of May, 2021.

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

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

ATTEST:

_____
Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: GARY J. REINHART AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1418 1ST AVENUE NORTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the subject property may be demolished by the city of Fargo at any time on or after June 30th, 2021.

DATED this _____ day of May, 2021.

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

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

ATTEST:

_____
Steven Sprague, City Auditor

THE CITY OF Fargo FAR MORE

(3)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 13th, 2021

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

RE: Dangerous Building located at 1648 8th Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact and an Order regarding the dangerous building proceeding for the property at 1648 8th Avenue South. At its May 3rd, 2021 meeting, the report presented by Bruce Taralson, city of Fargo Building Official, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

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

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Bruce Taralson, Inspections Department

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

Property Address: 1648 8th Avenue South, Fargo, North Dakota

Owner: Christopher Mason Brockman and Diane Cher Brockman

A hearing was held before the Board of City Commissioners of the City of Fargo on the 3rd day of May, 2021 regarding property located at 1648 8th Avenue South, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property.

The Board heard the testimony offered by the inspections department and owner, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Christopher Mason Brockman and Diane Cher Brockman are the owners of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

Lot Sixteen (16), Block Six (6) of the Darlings 2nd Addition to the city of Fargo

The street address for which is: 1648 8th Avenue South, Fargo, North Dakota, 58103.

2. That the subject property is vacant and uninhabitable.

3. That on February 26th, 2021, Laura Langdahl, Code Enforcement Inspector to the city of Fargo, inspected the property and found the building to be a substandard building within the standards set forth in the International Property Maintenance Code, as adopted by reference in Article 31-01 of the Fargo Municipal Code. A "Finding and Determination of Substandard Building and Order to Make Repairs" was mailed to the property owners and posted to the property.

4. That a later inspection on March 2nd, 2021, Bill Thompson, Building and Rental Housing Inspector to the city of Fargo, inspected the property and found the building, consisting of

a single story, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108.1.5 of the International Property Maintenance Code concerning dangerous structures.

5. That on March 2nd, 2021, James Haley, Deputy Assessor of the city of Fargo, performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

6. That the building is unsafe and is a dangerous building in the following respects: (a) extensive fire damage to the detached garage; (b) multiple broken and boarded up windows (unsecured building); (c) signs of infestation due to missing soffit, as well as missing fascia and holes in the exterior; (d) large amounts of unpermitted electrical, plumbing and mechanical work; (e) electrical panel has been tampered with; (f) large portion of the ceiling is missing in the northwest room; (g) extensive damage to the interior of property with large amounts of junk and debris; (h) smoke alarms are disarmed; (i) large areas of fencing is either damaged or broken; and (j) junk and abandoned junk vehicles in the yard and driveway.

7. Further, the City Commission finds that the following conditions exist with respect to the subject property:

a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;

b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and

c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

8. That the information in the files of the Inspection Department and the City Assessor's Office stemming from various inspections of the property on or before February 26th, 2021, and March 2nd, 2021, with respect to the subject property is hereby accepted as true and correct.

9. That the building located at 1648 8th Avenue South, Fargo, North Dakota 58103, is hereby found to be a "dangerous building."

10. Notice of Dangerous Building was posted on the property on or about March 2nd, 2021, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owners and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

11. The owners have not sufficiently presented cause why the "dangerous building" should not be demolished.

12. Despite being ordered that the building on the subject property should be demolished or necessary permits be obtained within 30 days of the notice, the owners have failed to do so.

13. That Inspections Department may secure the removal of this building if the owner fails to comply with city ordinances and demolish the property by June 30th, 2021.

14. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that Christopher Mason Brockman, Diane Cher Brockman, or anyone else claiming an ownership interest, shall demolish the "dangerous building" located at 1648 8th Avenue South, Fargo, North Dakota by June 30th, 2021.

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

DATED this _____ day of May, 2021.

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

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

ATTEST:

_____
Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: CHRISTOPHER MASON BROCKMAN, DIANE CHER BROCKMAN AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1648 8TH AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the subject property may be demolished by the city of Fargo at any time on or after June 30th, 2021.

DATED this _____ day of May, 2021.

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

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

ATTEST:

_____
Steven Sprague, City Auditor

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: Fargo Metro Baseball Association

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: Borrowed Bucks Roadhouse			
Street: 1201 Westrac Dr. S	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0":
Specific location where games of chance will be conducted and played at the site **(required)**: Southeast corner			
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)

- ☐ Bingo
- ☐ **ELECTRONIC** Quick Shot Bingo
- ☐ Raffles
- ☐ **ELECTRONIC** 50/50 Raffle
- ☐ Pull Tab Jar
- ☐ Pull Tab Dispensing Device
- ☒ **ELECTRONIC** Pull Tab Device
- ☐ Club Special
- ☐ Tip Board
- ☐ Seal Board
- ☐ Punchboard
- ☐ Prize Board
- ☐ Prize Board Dispensing Device
- ☐ Sports Pools
- ☐ Twenty-One
- ☐ Poker
- ☐ Calcuttas
- ☐ Paddlewheels with Tickets
- ☐ Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: Fargo Metro Baseball Association

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: Empire Tavern			
Street: 424 N Broadway	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0":
Specific location where games of chance will be conducted and played at the site **(required)**: Northwest Corner			
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)

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [ ] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

40

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

Full, Legal Name of Gaming Organization: Fargo Metro Baseball Association

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: Specks Bar			
Street: 2611 Main Ave.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (**required**): Middle Bar			
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)

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ **ELECTRONIC** Quick Shot Bingo	☐ Tip Board	☐ Twenty-One
☐ Raffles	☐ Seal Board	☐ Poker
☐ **ELECTRONIC** 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☐ Pull Tab Jar	☐ Prize Board	☐ Paddlewheels with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ **ELECTRONIC** Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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RETURN ALL DOCUMENTS TO:

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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)

46

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

Full, Legal Name of Gaming Organization: American Gold Gymnastics, Inc.

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: The Box			
Street: 1025 38th St SW	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 2
Specific location where games of chance will be conducted and played at the site **(required)**: Games played in the entire bar, excluding bathrooms.			
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)

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [x] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [x] Pull Tab Jar
- [ ] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [x] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [x] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: Northern Prairie Performing Arts

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: Space Aliens			
Street: 1840 45th St S	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (**required**): Entire Designated Lounge Area			
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)

- ☐ Bingo
- ☐ **ELECTRONIC** Quick Shot Bingo
- ☐ Raffles
- ☐ **ELECTRONIC** 50/50 Raffle
- ☐ Pull Tab Jar
- ☒ Pull Tab Dispensing Device
- ☒ **ELECTRONIC** Pull Tab Device
- ☐ Club Special
- ☐ Tip Board
- ☐ Seal Board
- ☐ Punchboard
- ☐ Prize Board
- ☐ Prize Board Dispensing Device
- ☐ Sports Pools
- ☐ Twenty-One
- ☐ Poker
- ☐ Calcuttas
- ☐ Paddlewheels with Tickets
- ☐ Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

(4c)

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

Full, Legal Name of Gaming Organization: Northern Prairie Performing Arts

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: Windbreak Lounge			
Street: 3150 38th St S	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 3	
Specific location where games of chance will be conducted and played at the site (**required**): Entire Lounge Area			
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)

- ☐ Bingo
- ☐ **ELECTRONIC** Quick Shot Bingo
- ☐ Raffles
- ☐ **ELECTRONIC** 50/50 Raffle
- ☒ Pull Tab Jar
- ☒ Pull Tab Dispensing Device
- ☒ **ELECTRONIC** Pull Tab Device
- ☐ Club Special
- ☐ Tip Board
- ☐ Seal Board
- ☐ Punchboard
- ☐ Prize Board
- ☐ Prize Board Dispensing Device
- ☐ Sports Pools
- ☒ Twenty-One
- ☒ Poker
- ☐ Calcuttas
- ☐ Paddlewheels with Tickets
- ☒ Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

40

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

Full, Legal Name of Gaming Organization: Northern Prairie Performing Arts

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: O'Clevy's at the Ramada			
Street: 3333 13th Ave S	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (**required**): Entire Designated Lounge Area and Banquet Facilities			
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)

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [x] Pull Tab Jar
- [x] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [x] Twenty-One
- [x] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: Northern Prairie Performing Arts

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: Southtown Pourhouse - Fargo			
Street: 4281 45th St S	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 2
Specific location where games of chance will be conducted and played at the site (**required**): Entire Lounge Area			
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)

- ☐ Bingo
- ☐ **ELECTRONIC** Quick Shot Bingo
- ☐ Raffles
- ☐ **ELECTRONIC** 50/50 Raffle
- ☒ Pull Tab Jar
- ☐ Pull Tab Dispensing Device
- ☒ **ELECTRONIC** Pull Tab Device
- ☐ Club Special
- ☐ Tip Board
- ☐ Seal Board
- ☐ Punchboard
- ☐ Prize Board
- ☐ Prize Board Dispensing Device
- ☐ Sports Pools
- ☒ Twenty-One
- ☐ Poker
- ☐ Calcuttas
- ☐ Paddlewheels with Tickets
- ☒ Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

Ad

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc.

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: Legends Sports Bar & Grill			
Street: 1500 E Rose Creek Pkwy	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site **(required)**: Entire bar and banquet facilites			
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)

- [X] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [X] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [X] Pull Tab Jar
- [X] Pull Tab Dispensing Device
- [X] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [X] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

40

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc.

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: Lucky's 13 Pub			
Street: 1301 17th Ave S	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site **(required)**: Entire Lounge and Banquet Facilities			
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)

- [X] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [X] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [X] Pull Tab Dispensing Device
- [X] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

4d

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc.

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: Sanford Health Athletic Complex - Sheel's Arena			
Street: 1340 Administration Ave	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (**required**): Entire Facility and Parking Areas			
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)

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [x] Raffles
- [x] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [ ] Pull Tab Dispensing Device
- [ ] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

4d

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc.

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: Fargo Dome			
Street: 1800 n university dr	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site **(required)**: Entire Facility and Parking Areas			
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)

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [x] Raffles
- [x] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [ ] Pull Tab Dispensing Device
- [ ] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc.

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: Frank's Lounge			
Street: 2640 52nd Ave S	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (**required**): Entire Lounge and Patio Area			
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)

- [x] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [x] Raffles
- [x] **ELECTRONIC** 50/50 Raffle
- [x] Pull Tab Jar
- [x] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [x] Twenty-One
- [x] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [x] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

4d

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc.

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: Holiday Inn			
Street: 3803 13th Ave S	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 4
Specific location where games of chance will be conducted and played at the site **(required)**: Entire Lounge and Banquet Facilities			
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)

- [x] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [x] Raffles
- [x] **ELECTRONIC** 50/50 Raffle
- [x] Pull Tab Jar
- [x] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [x] Twenty-One
- [x] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [x] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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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)

4e

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

Full, Legal Name of Gaming Organization: Boys + Girls Club of the Red River Valley

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: Fargo Billiards / Gastropub			
Street: 3234 43rd Ave South	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7-1-2021	Ending Date(s) Authorized: 6-30-2022		Number of twenty-one tables if zero, enter "0": 2
Specific location where games of chance will be conducted and played at the site **(required)**: Entire Bar Area Excluding Restrooms			
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)

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [x] Pull Tab Jar
- [ ] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [x] Twenty-One
- [x] Poker
- [x] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

4f

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

Full, Legal Name of Gaming Organization: Prairie Public Broadcasting, Inc

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: Tailgators			
Street: 1322 Main Ave	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (**required**): Entire facility, excluding the restrooms			
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)

- [x] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [x] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [x] Pull Tab Jar
- [x] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [x] Twenty-One
- [x] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [x] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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

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

Full, Legal Name of Gaming Organization: Prairie Public Broadcasting, Inc

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: Slammer's Sports Bar & Grill			
Street: 707 28th Ave N	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (**required**): Entire facility, excluding the restrooms			
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)

- ☐ Bingo
- ☐ **ELECTRONIC** Quick Shot Bingo
- ☐ Raffles
- ☐ **ELECTRONIC** 50/50 Raffle
- ☐ Pull Tab Jar
- ☒ Pull Tab Dispensing Device
- ☒ **ELECTRONIC** Pull Tab Device
- ☐ Club Special
- ☐ Tip Board
- ☐ Seal Board
- ☐ Punchboard
- ☐ Prize Board
- ☐ Prize Board Dispensing Device
- ☐ Sports Pools
- ☐ Twenty-One
- ☐ Poker
- ☐ Calcuttas
- ☐ Paddlewheels with Tickets
- ☐ Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

41

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

Full, Legal Name of Gaming Organization: Prairie Public Broadcasting, Inc

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: Pepper's			
Street: 2510 S University Drive	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site **(required)**: Entire facility, excluding the restrooms			
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)

- ☐ Bingo
- ☐ **ELECTRONIC** Quick Shot Bingo
- ☐ Raffles
- ☐ **ELECTRONIC** 50/50 Raffle
- ☐ Pull Tab Jar
- ☒ Pull Tab Dispensing Device
- ☒ **ELECTRONIC** Pull Tab Device
- ☐ Club Special
- ☐ Tip Board
- ☐ Seal Board
- ☐ Punchboard
- ☐ Prize Board
- ☐ Prize Board Dispensing Device
- ☐ Sports Pools
- ☐ Twenty-One
- ☐ Poker
- ☐ Calcuttas
- ☐ Paddlewheels with Tickets
- ☐ Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

4f

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

Full, Legal Name of Gaming Organization: Prairie Public Broadcasting, Inc

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: Bison Turf			
Street: 1211 N University Dr	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (**required**): Entire facility, excluding the restrooms			
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)

- [x] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [x] Pull Tab Jar
- [x] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [x] Twenty-One
- [x] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [x] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

47

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

Full, Legal Name of Gaming Organization: Prairie Public Broadcasting, Inc

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: Dempsey's			
Street: 226 Broadwasy	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site **(required)**: Entire facility, excluding the restrooms			
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)

- [X] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [X] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [X] Pull Tab Jar
- [X] Pull Tab Dispensing Device
- [X] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [X] Twenty-One
- [X] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [X] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

4cg

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

Full, Legal Name of Gaming Organization: Horse Race North Dakota

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: Chub's Pub			
Street: 421 North University Drive	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site **(required)**: Games will be conducted and played in the bar area, excluding bathrooms			
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)

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [x] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

AGF

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

Full, Legal Name of Gaming Organization: Horse Race North Dakota

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: Edgewood Tavern			
Street: 19 Golf Course Rd Ste #2	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (**required**): Games will be conducted and played in the bar area, excluding bathrooms			
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)

- ☐ Bingo
- ☐ **ELECTRONIC** Quick Shot Bingo
- ☐ Raffles
- ☐ **ELECTRONIC** 50/50 Raffle
- ☐ Pull Tab Jar
- ☒ Pull Tab Dispensing Device
- ☒ **ELECTRONIC** Pull Tab Device
- ☐ Club Special
- ☐ Tip Board
- ☐ Seal Board
- ☐ Punchboard
- ☐ Prize Board
- ☐ Prize Board Dispensing Device
- ☐ Sports Pools
- ☐ Twenty-One
- ☐ Poker
- ☐ Calcuttas
- ☐ Paddlewheels with Tickets
- ☐ Paddlewheel Table

APPROVALS

Attorney General	Date
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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

AG

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

Full, Legal Name of Gaming Organization: Horse Race North Dakota

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: Labby's Bar & Grill			
Street: 1100 19th Avenue North	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site **(required)**: Games will be conducted and played in the bar area, excluding bathrooms			
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)

- [x] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [x] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

4y

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

Full, Legal Name of Gaming Organization: Horse Race North Dakota

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: Sidestreet Grille & Pub			
Street: 404 4th Avenue North	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (**required**): Games will be conducted and played in the bar area, excluding bathrooms			
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)

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [x] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: Horse Race North Dakota

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: Sickies Garage - Fargo			
Street: 3431 Fiechtner Drive S	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (**required**): Games will be conducted and played in the bar area, excluding bathrooms			
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)

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [x] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/17/21
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

25.00 CC 5/11/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

5A

Application for: [x] Local Permit * [ ] Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to: United Way of Cass Clay	Date(s) of Activity: 6/11 to 6/11	For a raffle, provide drawing date(s): 6/11	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Erica Nygaard	Title: Community Engagement Manager	Business Phone Number: 701-237-5050	
Business Address: 4351 23rd Ave S	City: Fargo	State: ND	Zip Code: 58104
Mailing Address (if different): PO Box 1609	City: Fargo	State: ND	Zip Code: 58107
Name of Site Where Game(s) will be Conducted: Osgood Golf Course	Site Address: 4400 Clubhouse Dr. S		
City: Fargo	State: ND	Zip Code: 58104	County: Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.

[ ] Bingo [ ] Raffle [x] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Style Up Your Space	$ 1,384
Raffle Board	Treat Yself	$ 1,480
Raffle Board	A Day Downtown	$ 1,714
Raffle Board	Fit+Fabulous	$ 1,450
Raffle Board	Let's Go to the Lake	$ 1,378

Game Type	Description of Prize	Retail Value of Prize

(Limit $40,000 per year)
Total: $ 7,406

Intended uses of gaming proceeds: Proceeds of raffle sales goes to Support United Way's work of preparing children to succeed

Does the organization presently have a state gaming license? [x] No [ ] Yes - 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.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? [ ] No [x] Yes-If "Yes," indicate the total value of all prizes previously awarded: $ 4707. *This amount is part of the total prize limit of $40,000 per year.*

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
[signature]	5-10-21	President & CEO	701.237.5050

V 4621
25.00
5/11/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

56

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	Dates of Activity	If raffle, provide drawing date
EL ZAGAL SHRINE - Provost	9-9-2021	9-9-2021

Organization or Group Contact Person	Title or Position	Telephone Number
Terry Miller	Provost Member	701-552-3616

Business Address	City	State	ZIP Code
1429 3rd STREET NORTH	Fargo	N.D.	

Mailing Address *(if different)*	City	State	ZIP Code

Site Name *(where gaming will be conducted)* EL ZAGAL SHRINE

Site Address	City	ZIP Code	County
1429 3rd STREET NORTH	FARGO		CASS

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
	$300.00 SCHEELS GIFT CARD	300.00
	$200.00 SCHEELS GIFT CARD	200.00
	3X DRAWING - $100.00 CASH	300.00
	$200.00 MISC DOOR PRIZE(S)	200.00

Add Row | Delete Row

Total *(limit $40,000 per year)*	$1,000.00

Intended Uses of Gaming Proceeds PROVOST UNIT OPERATIONS

Does the organization presently have a state gaming license? *(If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)*
☐ 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	Title	Telephone Number	E-mail Address
Terry Miller	Provost Bierstube Member	701-552-3616	tmiller@thermairsales.com

Signature of Organization or Group's Top Official	Title	Date
Terry Miller	Provost Bierstube Cmte. Member	May 10, 2021

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

$25.00 CC 5-12-21

(50)

Application for: [x] Local Permit *[ ] Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to	Date(s) of Activity	For a raffle, provide drawing date(s):
Fm Am Rotary	10-1-21 to 2-15-22	

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Tom Thompson	Mnf Chair	(701) 793-4303

Business Address	City	State	Zip Code
Po Box 9359	Fargo	ND	58106

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Delta by Marriott	1635 42nd St S

City	State	Zip Code	County
Fargo	ND	58103	Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.

[ ] Bingo [ ] Raffle [ ] Raffle Board [ ] Calendar Raffle [x] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Monday Night	Football	
18 games Pay	$25.00/book and	
have a chance of	winning $50.00	
each game with	$50.00 halftime	
of superbowl and	$100 final score	

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 10,000.00

Intended uses of gaming proceeds: Philanthopic

Does the organization presently have a state gaming license? [x] No [ ] Yes - 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.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? [x] No [ ] Yes-If "Yes," indicate the total value of all prizes previously awarded: $ _____. *This amount is part of the total prize limit of $40,000 per year.*

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
[signature]	5/12/2021	President	701-866-7815

5d

CC
25.00
5/13/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

Application for: ☒ Local Permit *☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to	Date(s) of Activity	For a raffle, provide drawing date(s):
River Keepers	to	6/14/2021

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Christine Holland	Exec. Dir.	(701) 306-6181

Business Address	City	State	Zip Code
1120 28th Ave. N., Ste. B	Fargo	ND	58102-1334

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Edgewood Golf Course	19 Golf Course Rd

City	State	Zip Code	County
Fargo	ND	58102-0000	Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
raffle	50/50	$1,000.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 1,000.00

Intended uses of gaming proceeds: River Keepers educational outreach

Does the organization presently have a state gaming license? ☒ No ☐ Yes - 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.

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: $ _____ . *This amount is part of the total prize limit of $40,000 per year.*

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
Christine C Holland	5/11/2021	Executive Director	(701) 235-2895

REPORT OF ACTION

(e)

FINANCE COMMITTEE

Project: City Hall Training Room Conversion (Utilizing Modular Walls)

Location: Third Floor – Fargo City Hall

Date of Hearing: April 26, 2021

Routing	Date
City Commission	05/17/2021

In the design process for City Hall, the gradual build-out of the Communications Team was fully considered with plans executed to house the department within the City Commission/Administration suite. Five total offices were furnished to plan for this framework. However, before moving into the building, the Director of Strategic Planning and Research position was created; this required the conversion of two planned Communications office spaces into one larger office for the Director of Strategic Planning & Research. In 2021, with the anticipated arrival of the City's new Director of Diversity, Equity and Inclusion (DEI), office space in the suite needs to be vacated for the DEI Director. In addition, a recognition of future expansion space as the DEI Director will likely require staff and/or the City Commission may expand.

Discussions with City Administration and the Finance Department have been occurring over the last several months to ascertain the most applicable way to facilitate the evolutionary requirements for office space on third floor. Considerations have evolved from temporary solutions (which brought with them higher than anticipated costs with little long term utility) into an evaluation of space utilization in the current facility.

The best recommendation was a conversion of the current Training Room space on third floor of City Hall into office locations for operational members of the Communications Team. It is in close proximity to the Commission/Administrative suite and would provide sufficient room for the team members. Discussions have taken place with the various departments within the organization who had been sporadically using the space to suggest valid alternative options, such as the Meadowlark Room and Sky Commons.

The same style of modular wall structures used in the current City Commission offices would be utilized in this repurposed space to ensure the room could be converted back into a training room space if the Communications Team is relocated to a potential fourth floor of City Hall or elsewhere in the building. Additionally, all floor jacks, conduit paths and information technology (IT) infrastructure will be maintained to future-proof the room for evolving usage.

The main contractors of City Hall (T.L. Stroh Architects, Sun Electric and Robert Gibb & Sons) and vendors (SMARTT Interior Construction and Christianson's Business Furniture) would be utilized to fully incorporate the institutional knowledge possessed by the firms, as well as the competitive pricing secured through the original project's full solicitation process. It is requested that the RFP and PBC codes utilized for that project be applied to this effort as well.

City Administration has worked with the Finance Department to identify sufficient financial liquidity within the remaining/unallocated 2020 CARES Act money (public safety reimbursement) for this project to be fully funded.

MOTION:
On a motion by Sprague, seconded by Redlinger, the Finance Committee voted unanimously to approve the office space conversion project and the utilization of the City Hall Project's RFP and PBC codes for the applicable vendors.

COMMITTEE:	**Present**	**Yes**	**No**	**Unanimous**
				X
				Proxy
Dr. Tim Mahoney, Mayor	X			
Dave Piepkorn, City Commissioner	X			
Bruce Grubb, City Administrator	X			
Mike Redlinger, Assistant City Administrator	X			
Kent Costin, Director of Finance	X			
Steve Sprague, City Auditor	X			

Dr. Tim Mahoney, Finance Committee Chair

Smartt
INTERIOR CONSTRUCTION

PO Box 2002
Fargo ND, 58107
www.smartt-ic.net
800-231-1669

QUOTE

Pricing Details

#	Description	Vendor	Taxable	Tax Rate	Price
1	DIRTT Solution per ICE file: Fargo City Hall 3rd Fl Comm Dept 11MAY21_BS	DIRTT Environmental Solutions	No	0.0000	42,325.00
2	DIRTT Power Solution per ICE file: Fargo City Hall 3rd Fl Comm Dept 11MAY21_BS	DIRTT Environmental Solutions	No	0.0000	1,796.00
3	DIRTT Freight	DIRTT Environmental Solutions	No	0.0000	4,600.00
4	Delivery and Install	Grafstrom Construction Warehouse	No	0.0000	5,200.00
5	LESS 1% discount from NPP Contract		No	0.0000	-539.00

Subtotal ($):	**53,382.00**
Total Tax Amount ($):	0.00
Total Amount ($):	**53,382.00**

Terms and Conditions

Terms and Conditions

1. Field dimension or hold to dimensions for ceiling & wall terminations will be required prior to ordering product

2. Changes after ordering may result in a price increase or delay of product delivery.

3. A 50% deposit will be required.

4. Project management support, coordination with other trades & shop drawings are included for our scope of work.

5. All ceiling grid, finish flooring, vinyl bases & wall finishes should be 100% complete prior to our DIRTT installation.

6. COM fabrics require testing & approval prior to product manufacturing.

7. Any COM products must be tested, samples provided & DIRTT approved prior to manufacturing.

8. All installation labor will be provided by certified DIRTT installation crews and performed during normal business hours, 8 am - 5 pm unless otherwise specified.

9. Labor costs will be adjusted & submitted for reimbursement if overtime, weekend, holiday & additional labor shifts are required.

10. Delivery will be completed during normal business hours 8 am - 5 pm unless otherwise specified. Delivery will be direct to site for continuous installation.

11. Any special phasing requests may change freight & installation costs.

12. Project site access should be able to accommodate a 53' tractor trailer delivery via loading dock.

Smartt
INTERIOR CONSTRUCTION

PO Box 2002
Fargo ND, 58107
www.smartt-ic.net
800-231-1669

QUOTE

13. If a loading dock is not available additional costs for street off-loading via forklift / lull may be required.

14. A dedicated freight sized elevator is required for multi-level installations. Additional costs incurred for a site without an elevator will be adjusted & submitted for reimbursement.

15. Elevator height, depth, & width must accommodate the tallest length & widest width of wall designed for this project.

16. Cleanup of debris, waste & packaging for our work is included.

17. All permits, if required, are by others. Responsibility of inspections & local building code compliance of DIRTT solutions are by others.

18. Any associated costs with site-specific engineering stamp or review is not included in pricing

19. Keying doors alike or to a master is not included in this quote unless noted. DIRTT doors will come with cores that will need to be removed and replaced after the DIRTT installation.

19. This quote is only valid for 30 days.

Exclusions

Exclusions:

- Electrical connection to base building
- HVAC, plumbing and data cabling
- Light switches do not include faceplates or wiring
- LED TV is to be provided by others
- Bond
- Cylinders and keying to be provided by others
- After hours and weekend installation
- Custom graphic file is to be provided by architect

SIGNATURE BLOCK
Signature: _____ Date: _____

(7)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-16-A1

Type: Change Order #3

Location: 45th Street & 64th Avenue North

Date of Hearing: 5/10/2021

Routing	Date
City Commission	5/17/2021
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Change Order #3, which is a no cost Change Order requested by Key Contracting to change the scheduled milestone start date to build the flood control sleeper slab across CR 31 from June 1, 2021 to May 3, 2021 due to the warm weather.

Staff is recommending approval of Change Order #3.

On a motion by Mark Williams, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #3 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 for a no cost milestone schedule change.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
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	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo
FAR MORE

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

Memorandum

To: Members of PWPEC

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

Date: April 23, 2021

Re: Project No. FM-16-A1 – North Side Flood Risk Management Levee
Change Order No. 3

Background:

The project was advertised in August 2020 and the project was awarded to Key Contracting in September 2020. Due to the unseasonably warm and dry spring, Key has asked to start May 3, 2021 to build the flood control sleeper slab across CR 31. The bid schedule showed the work starting June 1, 2021 in SIB Milestone 2. The closure must be completed within 21 days. Fargo has notified the County Engineer, Public Schools, and the airport of the closure and will install message boards a week ahead of the closure notifying the traveling public. The Consultant recommends approval of the no cost schedule change and so does Engineering.

Funding for this project will come from the Flood Sales Tax Fund 460, but this will bw a no cost change order.

Recommended Motion:

Approve Change Order #3 for no cost milestone schedule change.

Attachment

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-16-A1	**Change Order No**	3
Project Name	North Side Flood Risk Management Levee		
Date Entered	4/23/2021	**For**	Key Contracting Inc

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

EXPLANATION OF CHANGE: Milestone 2 Schedule Change

The bid schedule SIB Milestone 2 showed sleeper slab work to start on June 1, 2021 and be completed in 21 days. The Contractor has requested to start on May 3, 2021 due to warm and dry spring and still be done in 21 days. This will be a no charge change order to modify interim construction start.

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

Summary

Source Of Funding	
Net Amount Change Order # 3 ($)	57,991.50
Previous Change Orders ($)	9,211,536.30
Original Contract Amount ($)	9,269,527.80
Total Contract Amount ($)	

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
06/15/2022	07/01/2022	0.00	0.00	06/15/2022	07/01/2022

Description

APPROVED Steve Carr

For Contractor Key Contracting

Title VP

APPROVED DATE 5/12/21

Department Head

Mayor

THE CITY OF Fargo
FAR MORE

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

(8)

May 13, 2021

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

Re: Permanent & Temporary Easement
Flood Mitigation Project #FM-19-B

Dear Commissioners:

Accompanying for City Commission review and approval is a permanent easement & a temporary construction easement from the Park District of the City of Fargo in association with Flood Mitigation Project #FM-19-B.

3800 Broadway N – Park District of the City of Fargo

RECOMMENDED MOTION:
Approve the permanent easement & temporary construction easement from the Park District of the City of Fargo and instruct the Mayor to sign the temporary construction easement on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom

PERMANENT EASEMENT
(Levee for Flood Control)

KNOW ALL MEN BY THESE PRESENTS that the **PARK DISTRICT TO THE CITY OF FARGO,** hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, **HEREBY GRANT UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, under, upon and in the land hereafter described for the purpose of constructing and maintaining an earthen dike, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

That part of Government Lot 2, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

> Commencing at the northeast corner of VRT Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence South 70°21'10" West, along the northerly line of said VRT addition and along the northerly line of Broadway North Third Addition to the City of Fargo, on file at said Recorder's Office, for a distance of 177.72 feet to an angle point on the northerly line of said Broadway North Third Addition; thence South 48°21'10" West, along the northerly line of said Broadway North Third Addition, for a distance of 155.53 feet to the True Point of Beginning; thence South 87°12'15" West for a distance of 34.73 feet; thence South 62°46'47" West for a distance of 58.45 feet; thence South 26°28'51" West for a distance of 46.70 feet; thence South 12°06'23" West for a distance of 32.05 feet to a point of intersection with the northerly line of said Broadway North Third Addition; thence North 48°21'10" East, along the northerly line of said Broadway North Third Addition, for a distance of 152.83 feet to the True Point of Beginning.

Said tract contains 3,383 square feet, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

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

Grantor, its successors and assigns, further understands and agrees that they will not disturb, injure, molest or in any manner interfere with said earthen dike as constructed and the customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises. Grantor, its successors and assigns, further expressly warrants and states that no buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract in any manner which may interfere with said earthen dike.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 11 day of May, 2021.

(Signatures on following page.)

GRANTOR:

PARK DISTRICT TO THE CITY OF FARGO

By: Stacey Griggs
Its: President

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

On this 11 day of May, 2021, before me, a notary public in and for said county and state, personally appeared **STACEY GRIGGS** to me known to be the PRESIDENT of the **PARK DISTRICT TO THE CITY OF FARGO,** the person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same.

(SEAL)

TARA L. NIELSEN
Notary Public
State of North Dakota
My Commission Expires Mar. 1, 2023

Notary Public
Cass County, North Dakota

The legal description was prepared by:
Curtis A. Skarphol
Registered Land Surveyor
LS-4723
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

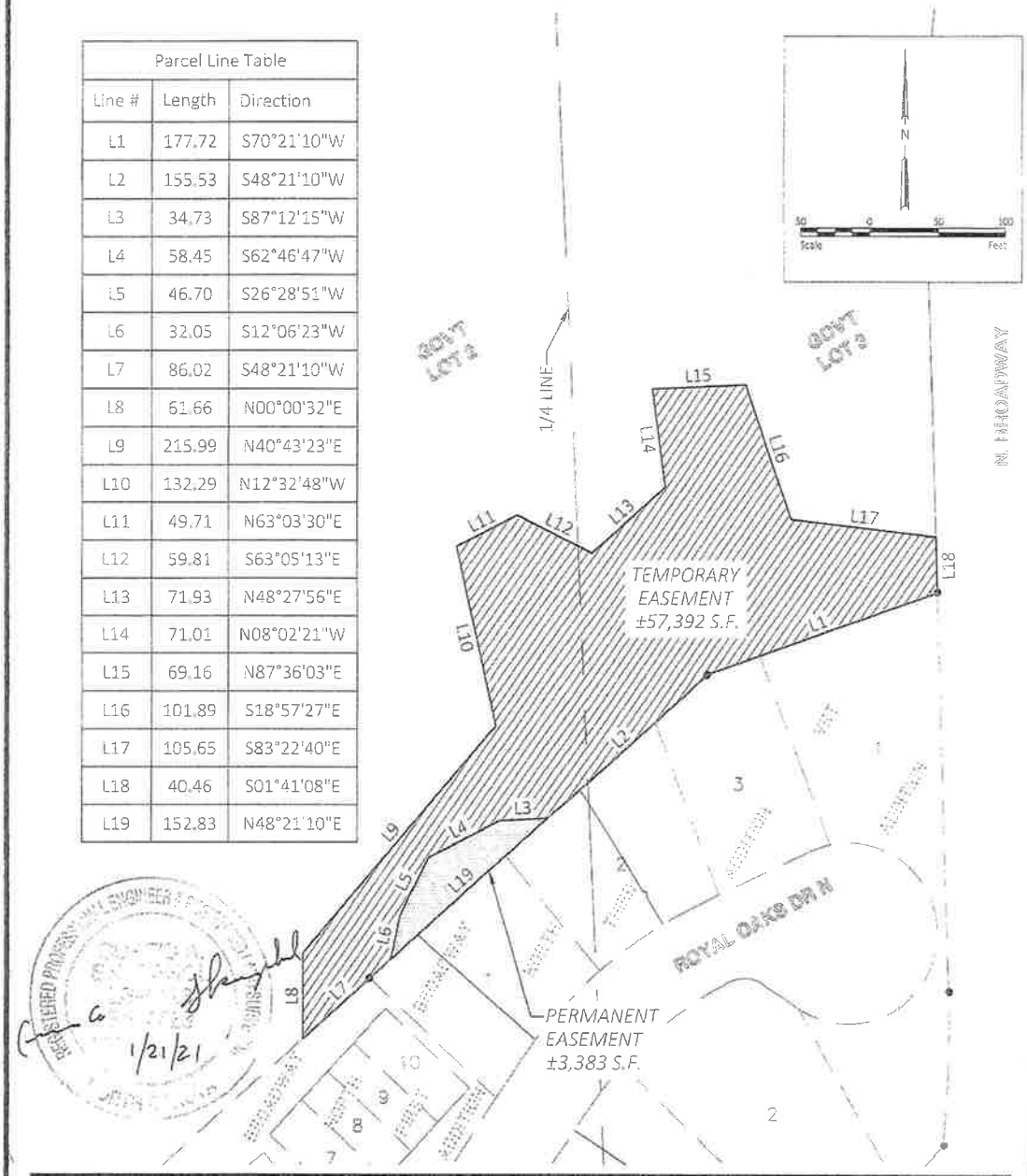
This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

Exhibit "A"

PART OF GOVERNMENT LOTS 2 AND 3
SECTION 19, T. 140 N, R. 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT

Parcel Line Table		
Line #	Length	Direction
L1	177.72	S70°21'10"W
L2	155.53	S48°21'10"W
L3	34.73	S87°12'15"W
L4	58.45	S62°46'47"W
L5	46.70	S26°28'51"W
L6	32.05	S12°06'23"W
L7	86.02	S48°21'10"W
L8	61.66	N00°00'32"E
L9	215.99	N40°43'23"E
L10	132.29	N12°32'48"W
L11	49.71	N63°03'30"E
L12	59.81	S63°05'13"E
L13	71.93	N48°27'56"E
L14	71.01	N08°02'21"W
L15	69.16	N87°36'03"E
L16	101.89	S18°57'27"E
L17	105.65	S83°22'40"E
L18	40.46	S01°41'08"E
L19	152.83	N48°21'10"E



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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0164	ROYAL OAKS AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

H:\VBN\6000\6059\6059_0164\CAD\Easements\6059 0164 Park District Easement Exhibit.dwg Sheet 1-1/21/2021 8:31 AM (dbuchholtz)

1-21-21

Exhibit "A"

PART OF GOVERNMENT LOTS 2 AND 3
SECTION 19, T. 140 N, R. 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT

Description - Permanent Easement:

That part of Government Lot 2, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of VRT Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence South 70°21'10" West, along the northerly line of said VRT addition and along the northerly line of Broadway North Third Addition to the City of Fargo, on file at said Recorder's Office, for a distance of 177.72 feet to an angle point on the northerly line of said Broadway North Third Addition; thence South 48°21'10" West, along the northerly line of said Broadway North Third Addition, for a distance of 155.53 feet to the True Point of Beginning; thence South 87°12'15" West for a distance of 34.73 feet; thence South 62°46'47" West for a distance of 58.45 feet; thence South 26°28'51" West for a distance of 46.70 feet; thence South 12°06'23" West for a distance of 32.05 feet to a point of intersection with the northerly line of said Broadway North Third Addition; thence North 48°21'10" East, along the northerly line of said Broadway North Third Addition, for a distance of 152.83 feet to the True Point of Beginning.

Said tract contains 3,383 square feet, more or less.

Description - Permanent Easement:

That part of Government Lots 2 and 3, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of VRT Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence South 70°21'10" West, along the northerly line of said VRT addition and along the northerly line of Broadway North Third Addition to the City of Fargo, on file at said Recorder's Office, for a distance of 177.72 feet to an angle point on the northerly line of said Broadway North Third Addition; thence South 48°21'10" West, along the northerly line of said Broadway North Third Addition, for a distance of 155.53 feet; thence South 87°12'15" West for a distance of 34.73 feet; thence South 62°46'47" West for a distance of 58.45 feet; thence South 26°28'51" West for a distance of 46.70 feet; thence South 12°06'23" West for a distance of 32.05 feet to a point of intersection with the northerly line of said Broadway North Third Addition; thence South 48°21'10" West, along the northerly line of said Broadway North Third Addition and along the northerly line of Broadway North First Addition to the City of Fargo, on file at said Recorder's Office, for a distance of 86.02 feet; thence North 00°00'32" East for a distance of 61.66 feet; thence North 40°43'23" East for a distance of 215.99 feet; thence North 12°32'48" West for a distance of 132.29 feet; thence North 63°03'30" East for a distance of 49.71 feet; thence South 63°05'13" East for a distance of 59.81 feet; thence North 48°27'56" East for a distance of 71.93 feet; thence North 08°02'21" West for a distance of 71.01 feet; thence North 87°36'03" East for a distance of 69.16 feet; thence South 18°57'27" East for a distance of 101.89 feet; thence South 83°22'40" East for a distance of 105.65 feet to a point of intersection with the westerly line of North Broadway; thence South 01°41'08" East, along the westerly line of North Broadway, for a distance of 40.46 feet to the Point of Beginning.

Said tract contains 57,392 square feet, more or less.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0164	ROYAL OAKS AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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1-21-21

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **PARK DISTRICT OF THE CITY OF FARGO,** 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:

That part of Government Lots 2 and 3, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

> Beginning at the northeast corner of VRT Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence South 70°21'10" West, along the northerly line of said VRT addition and along the northerly line of Broadway North Third Addition to the City of Fargo, on file at said Recorder's Office, for a distance of 177.72 feet to an angle point on the northerly line of said Broadway North Third Addition; thence South 48°21'10" West, along the northerly line of said Broadway North Third Addition, for a distance of 155.53 feet; thence South 87°12'15" West for a distance of 34.73 feet; thence South 62°46'47" West for a distance of 58.45 feet; thence South 26°28'51" West for a distance of 46.70 feet; thence South 12°06'23" West for a distance of 32.05 feet to a point of intersection with the northerly line of said Broadway North Third Addition; thence South 48°21'10" West, along the northerly line of said Broadway North Third Addition and along the northerly line of Broadway North First Addition to the City of Fargo, on file at said Recorder's Office, for a distance of 86.02 feet; thence North 00°00'32" East for a distance of 61.66 feet; thence North 40°43'23" East for a distance of 215.99 feet; thence North 12°32'48" West for a distance of 132.29 feet; thence North 63°03'30" East for a distance of 49.71 feet; thence South 63°05'13" East for a distance of 59.81 feet; thence North 48°27'56" East for a distance of 71.93 feet; thence North

08°02'21" West for a distance of 71.01 feet; thence North 87°36'03" East for a distance of 69.16 feet; thence South 18°57'27" East for a distance of 101.89 feet; thence South 83°22'40" East for a distance of 105.65 feet to a point of intersection with the westerly line of North Broadway; thence South 01°41'08" East, along the westerly line of North Broadway, for a distance of 40.46 feet to the Point of Beginning.

Said tract contains 57,392 square feet, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

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

Grantor, its successors and assigns, further agrees that 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 June 1, 2022.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 11 day of May, 2021.

GRANTOR:
Park District of the City of Fargo

By: Stacey Griggs
Its: President

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

On this 11 day of May, 2021, before me, a notary public in and for said county and state, personally appeared STACEY GRIGGS, to me known to be the PRESIDENT of the Park District of the City of Fargo, described in and who has executed the within and foregoing instrument, and acknowledged to me that he executed the same.

TARA L. NIELSEN
Notary Public
State of North Dakota
My Commission Expires Mar. 1, 2023

(SEAL)

Notary Public
Cass County, North Dakota

IN WITNESS WHEREOF, Grantee set its hand and caused this instrument to be executed this ____ day of _____, 2021.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steve Sprague, City Auditor

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

On this ____ day of _____, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
Houston Engineering, Inc.
Curtis A. Skarphol
Registered Land Surveyor
LS-4723
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

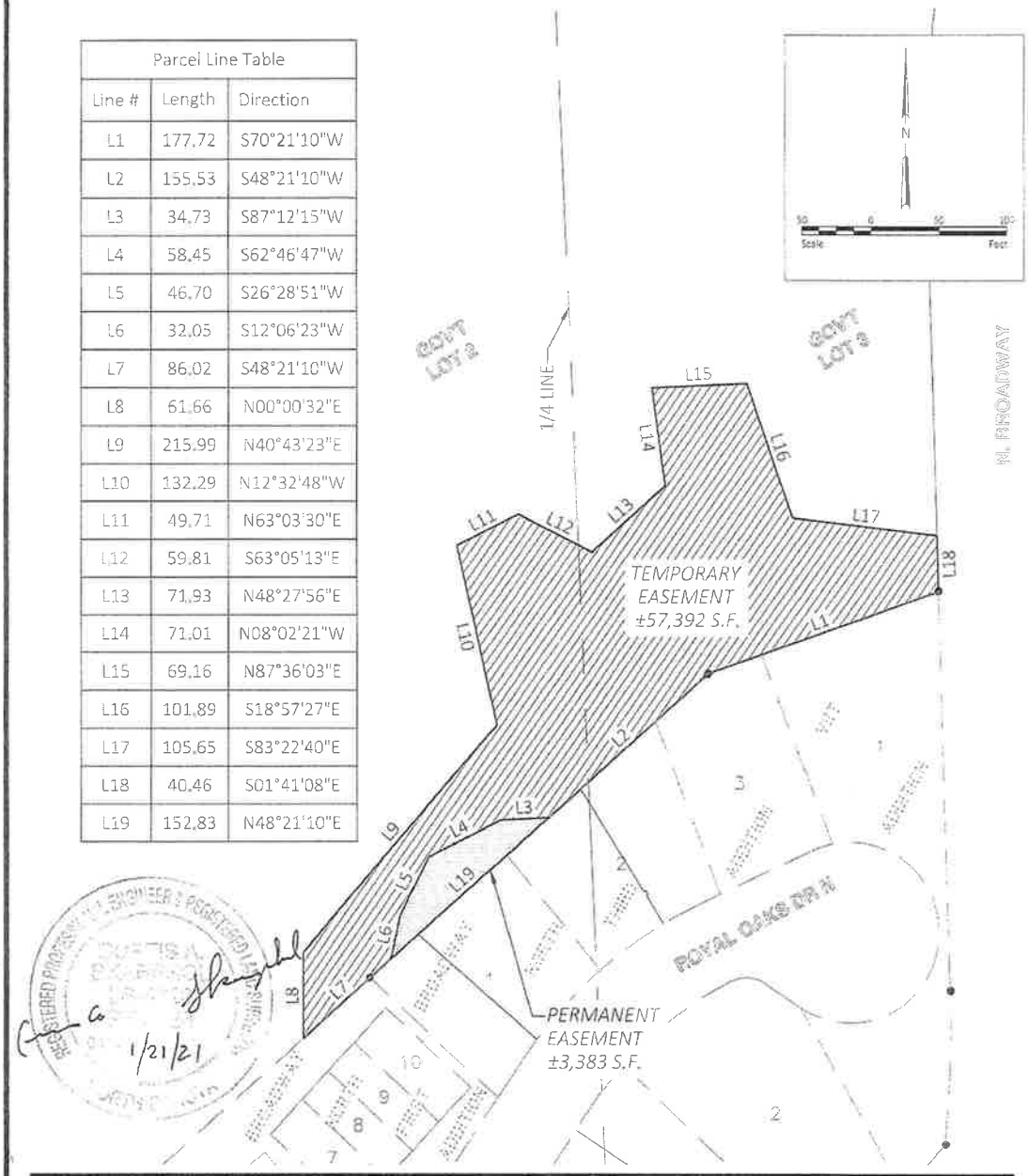
This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901

Exhibit "A"

PART OF GOVERNMENT LOTS 2 AND 3
SECTION 19, T. 140 N, R. 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT

Parcel Line Table		
Line #	Length	Direction
L1	177.72	S70°21'10"W
L2	155.53	S48°21'10"W
L3	34.73	S87°12'15"W
L4	58.45	S62°46'47"W
L5	46.70	S26°28'51"W
L6	32.05	S12°06'23"W
L7	86.02	S48°21'10"W
L8	61.66	N00°00'32"E
L9	215.99	N40°43'23"E
L10	132.29	N12°32'48"W
L11	49.71	N63°03'30"E
L12	59.81	S63°05'13"E
L13	71.93	N48°27'56"E
L14	71.01	N08°02'21"W
L15	69.16	N87°36'03"E
L16	101.89	S18°57'27"E
L17	105.65	S83°22'40"E
L18	40.46	S01°41'08"E
L19	152.83	N48°21'10"E



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.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0164	ROYAL OAKS AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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1-21-21

Exhibit "A"

PART OF GOVERNMENT LOTS 2 AND 3
SECTION 19, T. 140 N, R. 48 W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT

Description - Permanent Easement:

That part of Government Lot 2, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of VRT Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence South 70°21'10" West, along the northerly line of said VRT addition and along the northerly line of Broadway North Third Addition to the City of Fargo, on file at said Recorder's Office, for a distance of 177.72 feet to an angle point on the northerly line of said Broadway North Third Addition; thence South 48°21'10" West, along the northerly line of said Broadway North Third Addition, for a distance of 155.53 feet to the True Point of Beginning; thence South 87°12'15" West for a distance of 34.73 feet; thence South 62°46'47" West for a distance of 58.45 feet; thence South 26°28'51" West for a distance of 46.70 feet; thence South 12°06'23" West for a distance of 32.05 feet to a point of intersection with the northerly line of said Broadway North Third Addition; thence North 48°21'10" East, along the northerly line of said Broadway North Third Addition, for a distance of 152.83 feet to the True Point of Beginning.

Said tract contains 3,383 square feet, more or less.

Description - Permanent Easement:

That part of Government Lots 2 and 3, Section 19, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of VRT Addition to the City of Fargo, on file at the Cass County Recorder's Office; thence South 70°21'10" West, along the northerly line of said VRT addition and along the northerly line of Broadway North Third Addition to the City of Fargo, on file at said Recorder's Office, for a distance of 177.72 feet to an angle point on the northerly line of said Broadway North Third Addition; thence South 48°21'10" West, along the northerly line of said Broadway North Third Addition, for a distance of 155.53 feet; thence South 87°12'15" West for a distance of 34.73 feet; thence South 62°46'47" West for a distance of 58.45 feet; thence South 26°28'51" West for a distance of 46.70 feet; thence South 12°06'23" West for a distance of 32.05 feet to a point of intersection with the northerly line of said Broadway North Third Addition; thence South 48°21'10" West, along the northerly line of said Broadway North Third Addition and along the northerly line of Broadway North First Addition to the City of Fargo, on file at said Recorder's Office, for a distance of 86.02 feet; thence North 00°00'32" East for a distance of 61.66 feet; thence North 40°43'23" East for a distance of 215.99 feet; thence North 12°32'48" West for a distance of 132.29 feet; thence North 63°03'30" East for a distance of 49.71 feet; thence South 63°05'13" East for a distance of 59.81 feet; thence North 48°27'56" East for a distance of 71.93 feet; thence North 08°02'21" West for a distance of 71.01 feet; thence North 87°36'03" East for a distance of 69.16 feet; thence South 18°57'27" East for a distance of 101.89 feet; thence South 83°22'40" East for a distance of 105.65 feet to a point of intersection with the westerly line of North Broadway; thence South 01°41'08" East, along the westerly line of North Broadway, for a distance of 40.46 feet to the Point of Beginning.

Said tract contains 57,392 square feet, more or less.

REGISTERED PROFESSIONAL ENGINEER & REGISTERED LAND SURVEYOR
CURTIS A. SKARPHOL
LS-4723
PE-4723
DATE 1/21/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0164	ROYAL OAKS AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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1-21-21

THE CITY OF Fargo
FAR MORE

(9)

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

May 7, 2021

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

Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements - Project #FM-19-E

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Project #FM-19-E. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent & temporary easement from the **Park District of the City of Fargo** in association with Project #FM-19-E and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Nathan Boerboom

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
FM-19-E	Cass	01-3500-05017-000
Landowner	Park District of the City of Fargo	
Mailing Address	701 Main Ave Fargo, ND 58103	

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

See enclosed easement(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 23,436.00 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	$	23,436.00
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer	$	23,436.00

*Description of Damages to Remainder are as follows:

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

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

CITY OF Fargo

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

PERMANENT EASEMENT
(Levee for Flood Control)

KNOW ALL MEN BY THESE PRESENTS that the **PARK DISTRICT TO THE CITY OF FARGO,** hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, **HEREBY GRANT UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, under, upon and in the land hereafter described for the purpose of constructing and maintaining an earthen dike, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

That part of Government Lot 3, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of Birnamwood Addition, filed as Document No. 519513 at the Cass County Recorder's Office; thence South 57°21'28" East, along the northerly line of said Birnamwood Addition, for a distance of 121.43 feet to the true point of beginning; thence North 31°03'47" East for a distance of 40.15 feet; thence South 58°56'13" East for a distance of 283.79 feet; thence North 36°25'52" East for a distance of 58.26 feet; thence South 74°04'41" East for a distance of 264.82 feet; thence South 74°04'02" East for a distance of 16.20 feet to a point of tangential curve to the right, having a radius of 317.50 feet; thence southeasterly, along said curve, for a distance of 388.86 feet, through a central angle of 70°10'24", to a point of intersection with the northeasterly line of said Birnamwood Addition; thence North 32°15'20" West, along the northeasterly line of said Birnamwood Addition, for a distance of 174.75 feet; thence North 71°24'02" West, along the northerly line of said Birnamwood Addition, for a distance of 315.00

feet to an angle point on the northerly line of said Birnamwood Addition; thence North 81°59'06" West, along the northerly line of said Birnamwood Addition, for a distance of 103.58 feet to an angle point on the northerly line of said Birnamwood Addition; thence North 72°35'10" West, along the northerly line of said Birnamwood Addition, for a distance of 100.50 feet to an angle point on the northerly line of said Birnamwood Addition; thence North 57°21'28" West, along the northerly line of said Birnamwood Addition, for a distance of 247.00 feet to the true point of beginning.

Said tract contains 55,370 square feet, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

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

Grantor, its successors and assigns, further understands and agrees that they will not disturb, injure, molest or in any manner interfere with said earthen dike as constructed and the customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises. Grantor, its successors and assigns, further expressly warrants and states that no buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract in any manner which may interfere with said earthen dike.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 16th day of April, 2021.

(Signatures on following page.)

GRANTOR:

PARK DISTRICT TO THE CITY OF FARGO

By:

President
Its:

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

On this 16th day of April, 2021, before me, a notary public in and for said county and state, personally appeared Stacey Griggs to me known to be the Board President of the **PARK DISTRICT TO THE CITY OF FARGO,** the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

TARA L. NIELSEN
Notary Public
State of North Dakota
My Commission Expires Mar. 1, 2023

Notary Public
Cass County, North Dakota

The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

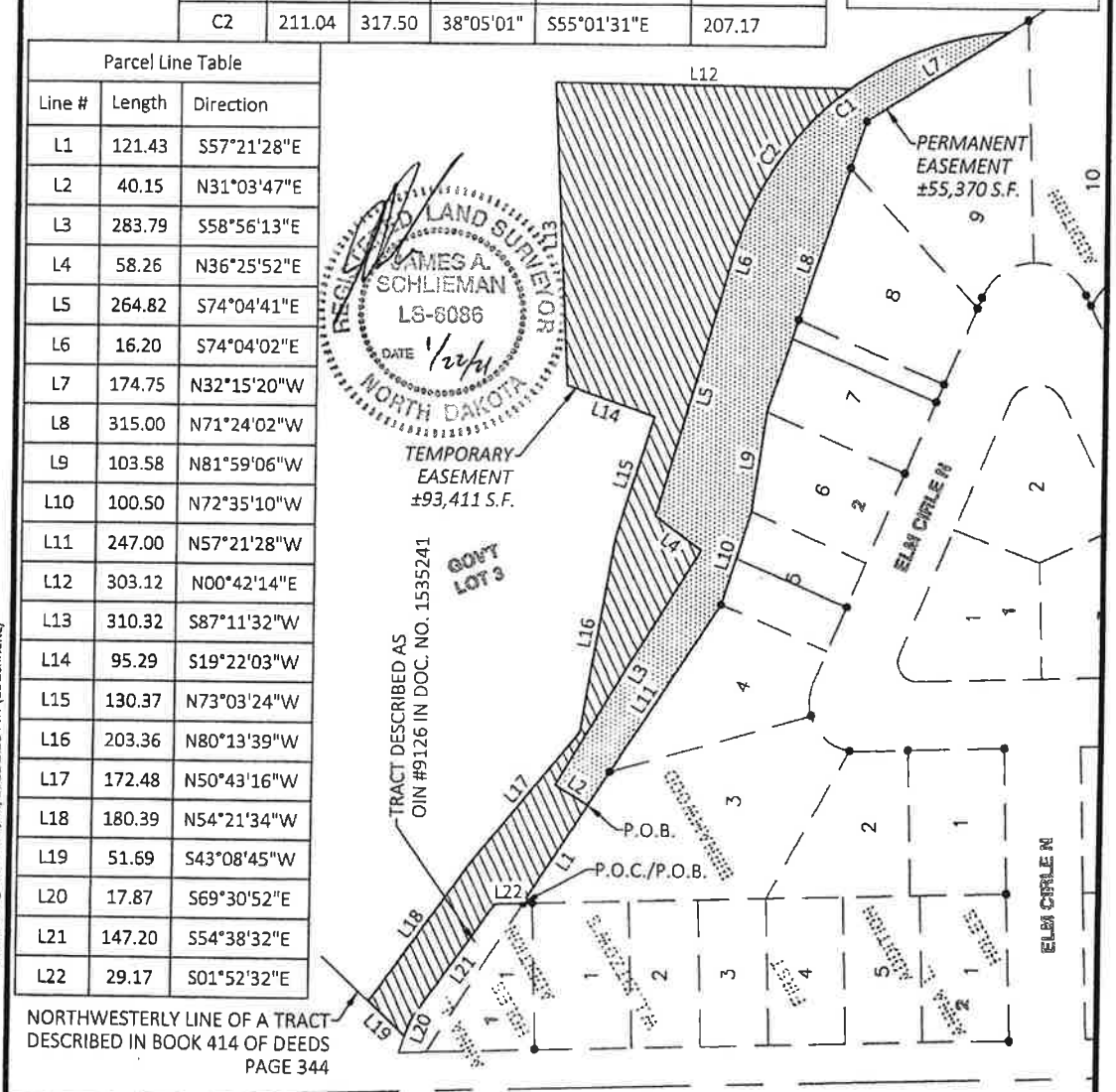
This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

PART OF GOVERNMENT LOT 3
SECTION 32, T. 140 N, R. 48 W.
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	388.86	317.50	70°10'24"	S38°58'50"E	365.01
C2	211.04	317.50	38°05'01"	S55°01'31"E	207.17

Parcel Line Table		
Line #	Length	Direction
L1	121.43	S57°21'28"E
L2	40.15	N31°03'47"E
L3	283.79	S58°56'13"E
L4	58.26	N36°25'52"E
L5	264.82	S74°04'41"E
L6	16.20	S74°04'02"E
L7	174.75	N32°15'20"W
L8	315.00	N71°24'02"W
L9	103.58	N81°59'06"W
L10	100.50	N72°35'10"W
L11	247.00	N57°21'28"W
L12	303.12	N00°42'14"E
L13	310.32	S87°11'32"W
L14	95.29	S19°22'03"W
L15	130.37	N73°03'24"W
L16	203.36	N80°13'39"W
L17	172.48	N50°43'16"W
L18	180.39	N54°21'34"W
L19	51.69	S43°08'45"W
L20	17.87	S69°30'52"E
L21	147.20	S54°38'32"E
L22	29.17	S01°52'32"E



IRON MONUMENT FOUND ●
MEASURED BEARING S59°27'46"E
MEASURED DISTANCE 105.00'
PERMANENT EASEMENT
TEMPORARY EASEMENT

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

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

1-22-21

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PART OF GOVERNMENT LOT 3
SECTION 32, T. 140 N, R. 48 W.
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT

Description - Permanent Easement:

That part of Government Lot 3, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of Birnamwood Addition, filed as Document No. 519513 at the Cass County Recorder's Office; thence South 57°21'28" East, along the northerly line of said Birnamwood Addition, for a distance of 121.43 feet to the true point of beginning; thence North 31°03'47" East for a distance of 40.15 feet; thence South 58°56'13" East for a distance of 283.79 feet; thence North 36°25'52" East for a distance of 58.26 feet; thence South 74°04'41" East for a distance of 264.82 feet; thence South 74°04'02" East for a distance of 16.20 feet to a point of tangential curve to the right, having a radius of 317.50 feet; thence southeasterly, along said curve, for a distance of 388.86 feet, through a central angle of 70°10'24", to a point of intersection with the northeasterly line of said Birnamwood Addition; thence North 32°15'20" West, along the northeasterly line of said Birnamwood Addition, for a distance of 174.75 feet; thence North 71°24'02" West, along the northerly line of said Birnamwood Addition, for a distance of 315.00 feet to an angle point on the northerly line of said Birnamwood Addition; thence North 81°59'06" West, along the northerly line of said Birnamwood Addition, for a distance of 103.58 feet to an angle point on the northerly line of said Birnamwood Addition; thence North 72°35'10" West, along the northerly line of said Birnamwood Addition, for a distance of 100.50 feet to an angle point on the northerly line of said Birnamwood Addition; thence North 57°21'28" West, along the northerly line of said Birnamwood Addition, for a distance of 247.00 feet to the true point of beginning.

Said tract contains 55,370 square feet, more or less.

Description - Temporary Easement:

That part of Government Lot 3, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northwest corner of Birnamwood Addition, filed as Document No. 519513 at the Cass County Recorder's Office; thence South 57°21'28" East, along the northerly line of said Birnamwood Addition, for a distance of 121.43 feet; thence North 31°03'47" East for a distance of 40.15 feet; thence South 58°56'13" East for a distance of 283.79 feet; thence North 36°25'52" East for a distance of 58.26 feet; thence South 74°04'41" East for a distance of 264.82 feet; thence South 74°04'02" East for a distance of 16.20 feet to a point of tangential curve to the right, having a radius of 317.50 feet; thence southeasterly, along said curve, for a distance of 211.04 feet, through a central angle of 38°05'01"; thence North 00°42'14" East for a distance of 303.12 feet; thence South 87°11'32" West for a distance of 310.32 feet; thence South 19°22'03" West for a distance of 95.29 feet; thence North 73°03'24" West for a distance of 130.37 feet; thence North 80°13'39" West for a distance of 203.36 feet; thence North 50°43'16" West for a distance of 172.48 feet; thence North 54°21'34" West for a distance of 180.39 feet to a point of intersection with the northwesterly line of a tract described in Book 414 of Deeds, Page 344, on file at said Recorder's Office; thence South 43°08'45" West, along the northwesterly line of said tract, for a distance of 51.69 feet to a point of intersection with the northerly line of a tract of land described as OIN #9126 in Document No. 1535241, on file at said Recorder's Office; thence South 69°30'52" East, along the northerly line of said tract, for a distance of 17.87 feet to an angle point on the northerly line of said tract; thence South 54°38'32" East, along the northerly line of said tract, for a distance of 147.20 feet to the northeast corner of said tract; thence South 01°52'32" East, along the easterly line of said tract, for a distance of 29.17 feet to the true point of beginning.

Said tract contains 93,411 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 1/22/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

1-22-21

H:\JBN\6000\6059\6059_0166\CAD\Easements\6059_0166 Park District Easement Exhibit.dwg-Sheet 2-1/22/2021 2:20 PM-(dbuchholtz)

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that the **PARK DISTRICT TO THE CITY OF FARGO,** its successors and assigns, 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, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of road construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Government Lot 3, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northwest corner of Birnamwood Addition, filed as Document No. 519513 at the Cass County Recorder's Office; thence South 57°21'28" East, along the northerly line of said Birnamwood Addition, for a distance of 121.43 feet; thence North 31°03'47" East for a distance of 40.15 feet; thence South 58°56'13" East for a distance of 283.79 feet; thence North 36°25'52" East for a distance of 58.26 feet; thence South 74°04'41" East for a distance of 264.82 feet; thence South 74°04'02" East for a distance of 16.20 feet to a point of tangential curve to the right, having a radius of 317.50 feet; thence southeasterly, along said curve, for a distance of 211.04 feet, through a central angle of 38°05'01"; thence North 00°42'14" East for a distance of 303.12 feet; thence South 87°11'32" West for a distance of 310.32 feet; thence South 19°22'03" West for a distance of 95.29 feet; thence North 73°03'24" West for a distance of 130.37 feet; thence North 80°13'39" West for a distance of 203.36 feet; thence North 50°43'16" West for a distance of 172.48 feet; thence North 54°21'34" West for a distance of 180.39 feet to a point of intersection with the northwesterly line of a tract described in Book 414 of Deeds, Page 344, on file at said Recorder's Office; thence South 43°08'45" West, along the northwesterly line of said tract, for a distance of 51.69 feet to a point of intersection with the northerly line of a tract of land described as OIN #9126 in Document No. 1535241, on file at said Recorder's Office; thence

South 69°30'52" East, along the northerly line of said tract, for a distance of 17.87 feet to an angle point on the northerly line of said tract; thence South 54°38'32" East, along the northerly line of said tract, for a distance of 147.20 feet to the northeast corner of said tract; thence South 01°52'32" East, along the easterly line of said tract, for a distance of 29.17 feet to the true point of beginning.

Said tract contains 93,411 square feet, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

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

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said tract 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 tract so as to interfere in any manner with the said tract to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall not extend beyond July 1, 2022.

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 16 day of April, 2021.

(Signatures on following page.)

GRANTOR:

PARK DISTRICT TO THE CITY OF FARGO

By: _____

President
Its:

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

On this 16th day of April, 2021, before me, a notary public in and for said county and state, personally appeared Stacey Griggs, to me known to be the Board President of the Park District of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

TARA L. NIELSEN
Notary Public
State of North Dakota
My Commission Expires Mar. 1, 2023

Tara L. Nielsen
Notary Public
Cass County, North Dakota

The legal description was prepared by:
Houston Engineering, Inc.
James A. Schlieman
Land Surveyor
LS-6068
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

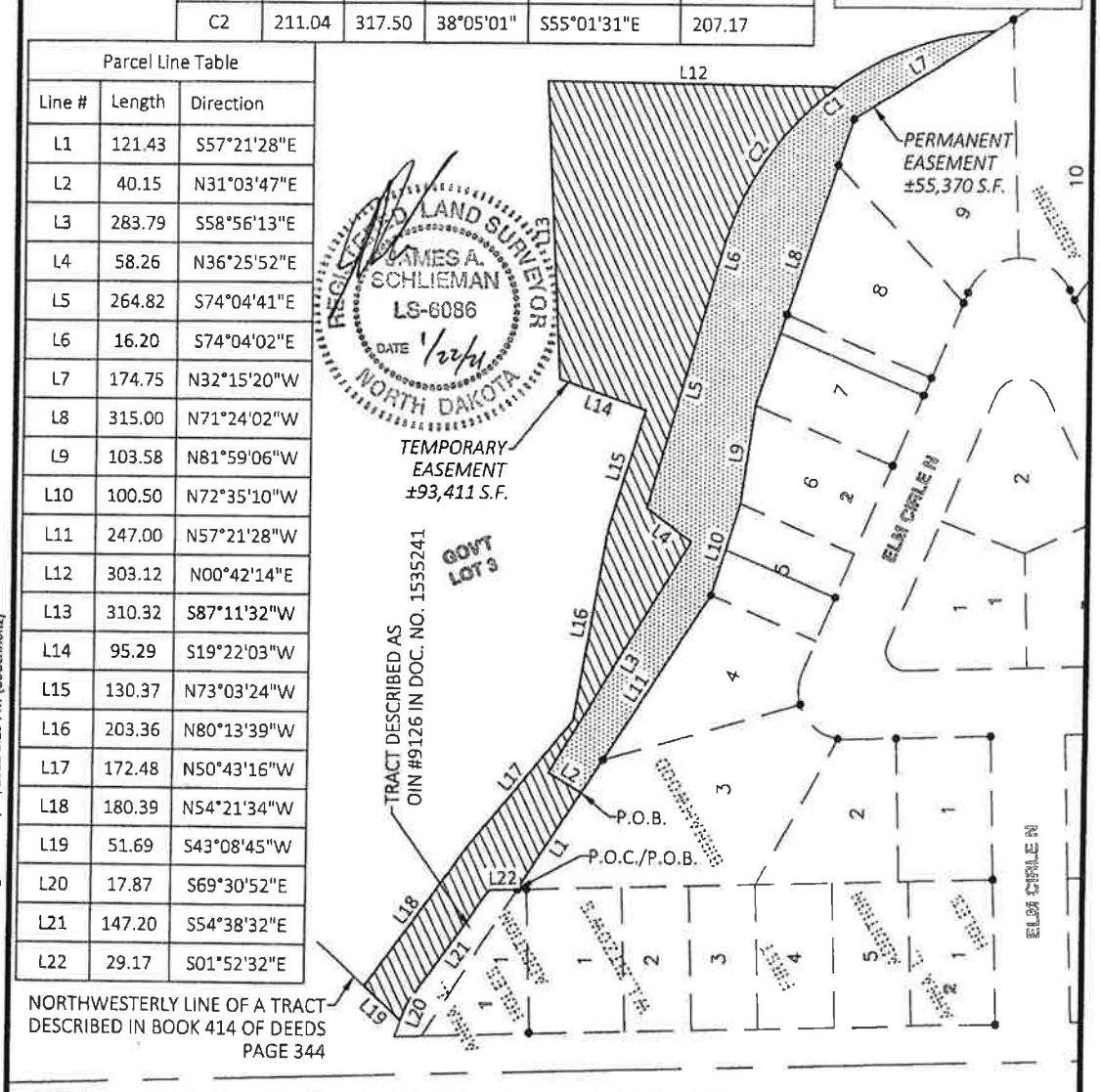
This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901

PART OF GOVERNMENT LOT 3
SECTION 32, T. 140 N, R. 48 W.
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	388.86	317.50	70°10'24"	S38°58'50"E	365.01
C2	211.04	317.50	38°05'01"	S55°01'31"E	207.17

Parcel Line Table		
Line #	Length	Direction
L1	121.43	S57°21'28"E
L2	40.15	N31°03'47"E
L3	283.79	S58°56'13"E
L4	58.26	N36°25'52"E
L5	264.82	S74°04'41"E
L6	16.20	S74°04'02"E
L7	174.75	N32°15'20"W
L8	315.00	N71°24'02"W
L9	103.58	N81°59'06"W
L10	100.50	N72°35'10"W
L11	247.00	N57°21'28"W
L12	303.12	N00°42'14"E
L13	310.32	S87°11'32"W
L14	95.29	S19°22'03"W
L15	130.37	N73°03'24"W
L16	203.36	N80°13'39"W
L17	172.48	N50°43'16"W
L18	180.39	N54°21'34"W
L19	51.69	S43°08'45"W
L20	17.87	S69°30'52"E
L21	147.20	S54°38'32"E
L22	29.17	S01°52'32"E



IRON MONUMENT FOUND
MEASURED BEARING S59°27'46"E
MEASURED DISTANCE 105.00'
PERMANENT EASEMENT
TEMPORARY EASEMENT

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

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

1-22-21

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PART OF GOVERNMENT LOT 3
SECTION 32, T. 140 N, R. 48 W.
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FARGO PARK DISTRICT

Description - Permanent Easement:

That part of Government Lot 3, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of Birnamwood Addition, filed as Document No. 519513 at the Cass County Recorder's Office; thence South 57°21'28" East, along the northerly line of said Birnamwood Addition, for a distance of 121.43 feet to the true point of beginning; thence North 31°03'47" East for a distance of 40.15 feet; thence South 58°56'13" East for a distance of 283.79 feet; thence North 36°25'52" East for a distance of 58.26 feet; thence South 74°04'41" East for a distance of 264.82 feet; thence South 74°04'02" East for a distance of 16.20 feet to a point of tangential curve to the right, having a radius of 317.50 feet; thence southeasterly, along said curve, for a distance of 388.86 feet, through a central angle of 70°10'24", to a point of intersection with the northeasterly line of said Birnamwood Addition; thence North 32°15'20" West, along the northeasterly line of said Birnamwood Addition, for a distance of 174.75 feet; thence North 71°24'02" West, along the northerly line of said Birnamwood Addition, for a distance of 315.00 feet to an angle point on the northerly line of said Birnamwood Addition; thence North 81°59'06" West, along the northerly line of said Birnamwood Addition, for a distance of 103.58 feet to an angle point on the northerly line of said Birnamwood Addition; thence North 72°35'10" West, along the northerly line of said Birnamwood Addition, for a distance of 100.50 feet to an angle point on the northerly line of said Birnamwood Addition; thence North 57°21'28" West, along the northerly line of said Birnamwood Addition, for a distance of 247.00 feet to the true point of beginning.

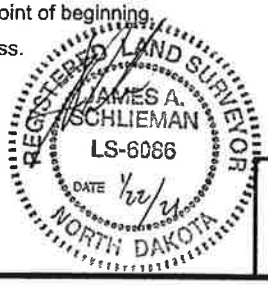
Said tract contains 55,370 square feet, more or less.

Description - Temporary Easement:

That part of Government Lot 3, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northwest corner of Birnamwood Addition, filed as Document No. 519513 at the Cass County Recorder's Office; thence South 57°21'28" East, along the northerly line of said Birnamwood Addition, for a distance of 121.43 feet; thence North 31°03'47" East for a distance of 40.15 feet; thence South 58°56'13" East for a distance of 283.79 feet; thence North 36°25'52" East for a distance of 58.26 feet; thence South 74°04'41" East for a distance of 264.82 feet; thence South 74°04'02" East for a distance of 16.20 feet to a point of tangential curve to the right, having a radius of 317.50 feet; thence southeasterly, along said curve, for a distance of 211.04 feet, through a central angle of 38°05'01"; thence North 00°42'14" East for a distance of 303.12 feet; thence South 87°11'32" West for a distance of 310.32 feet; thence South 19°22'03" West for a distance of 95.29 feet; thence North 73°03'24" West for a distance of 130.37 feet; thence North 80°13'39" West for a distance of 203.36 feet; thence North 50°43'16" West for a distance of 172.48 feet; thence North 54°21'34" West for a distance of 180.39 feet to a point of intersection with the northwesterly line of a tract described in Book 414 of Deeds, Page 344, on file at said Recorder's Office; thence South 43°08'45" West, along the northwesterly line of said tract, for a distance of 51.69 feet to a point of intersection with the northerly line of a tract of land described as OIN #9126 in Document No. 1535241, on file at said Recorder's Office; thence South 69°30'52" East, along the northerly line of said tract, for a distance of 17.87 feet to an angle point on the northerly line of said tract; thence South 54°38'32" East, along the northerly line of said tract, for a distance of 147.20 feet to the northeast corner of said tract; thence South 01°52'32" East, along the easterly line of said tract, for a distance of 29.17 feet to the true point of beginning.

Said tract contains 93,411 square feet, more or less.



HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0166	ELM CIRCLE AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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1-22-21

10

CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH APRIL 2021
(UNAUDITED)

	2021 BUDGET	2021 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 29,989,623	$ 30,122,614	$ 132,991
Licenses & Permits	1,506,956	1,689,416	182,460
Fines & Traffic Tickets	645,822	480,179	(165,643)
Intergovernmental Revenue	4,096,348	4,510,738	414,390
Charges for Services	2,910,045	2,051,627	(858,418)
Interest	959,728	737,684	(222,044)
Miscellaneous Revenue	239,840	567,318	327,478
Transfers In	4,102,320	3,916,450	(185,870)
Total Revenues	**$ 44,450,682**	**$ 44,076,026**	**$ (374,656)**
EXPENDITURES:			
City Administrator	$ 3,410,710	$ 3,293,537	$ 117,173
Finance	2,277,487	1,954,808	322,679
Planning & Development	1,731,922	1,576,536	155,386
Public Works	5,414,616	4,526,119	888,497
Fire Department	4,144,426	4,056,300	88,126
Police	6,916,183	6,557,649	358,534
Health	3,640,667	3,582,482	58,185
Library	1,480,189	1,464,432	15,757
Commission	279,830	219,590	60,240
Civic Center	-	-	-
Social Services	426,466	381,915	44,551
Capital Outlay	141,398	17,582	123,816
Vehicle Replacement/IT	7,635	95,578	(87,943)
Contingency	(349,856)	1,696	(351,552)
Transfers Out	3,485,478	3,599,775	(114,297)
Total Expenditures	**$ 33,007,151**	**$ 31,327,999**	**$ 1,679,152**
Excess of Revenue Over (Under) Expenditures	**$ 11,443,531**	**$ 12,748,027**	**$ 1,304,496**

(11)

CITY OF FARGO, NORTH DAKOTA
FINANCIAL STATUS REPORT - MAJOR OPERATING FUNDS
2021 - YEAR TO DATE ENDING APRIL 30, 2021
BUDGET TO ACTUAL (Unaudited)

REVENUES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	**$ 44,451,000**	**$ 44,076,000**	**$ (375,000)**	**-0.8%**	
Enterprise Funds:					
Water	6,438,000	5,823,000	(615,000)	**-9.6%**	**(2)**
Solid Waste	5,094,000	4,720,000	(374,000)	**-7.3%**	**(2)**
Wastewater	4,733,000	4,246,000	(487,000)	**-10.3%**	**(2)**
Street Lighting	1,078,000	1,060,000	(18,000)	**-1.7%**	
Storm Sewer	876,000	904,000	28,000	**3.2%**	
Forestry	804,000	806,000	2,000	**0.2%**	
Vector Control	226,000	227,000	1,000	**0.4%**	
Total Enterprise Funds	**19,249,000**	**17,786,000**	**(1,463,000)**	**-7.6%**	
Total Operating Funds	**$ 63,700,000**	**$ 61,862,000**	**$ (1,838,000)**	**-2.9%**	

EXPENDITURES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	**$ 33,007,000**	**$ 31,328,000**	**$ 1,679,000**	**5.1%**	
Enterprise Funds:					
Water	$ 8,281,000	$ 7,348,000	$ 933,000	11.3%	
Solid Waste	6,040,000	4,175,000	1,865,000	30.9%	**(2)**
Wastewater	5,564,000	3,338,000	2,226,000	40.0%	**(1)**
Street Lighting	1,591,000	1,263,000	328,000	20.6%	**(2)**
Storm Sewer	769,000	724,000	45,000	5.9%	
Forestry	804,000	813,000	(9,000)	-1.1%	
Vector Control	338,000	187,000	151,000	44.7%	**(2)**
Total Enterprise Funds	**23,387,000**	**17,848,000**	**5,539,000**	**23.7%**	
Total Operating Funds	**$ 56,394,000**	**$ 49,176,000**	**$ 7,218,000**	**12.8%**	

Reporting Basis: Revised Budget, Period 04/2021

(1) Transfers have not been processed thorugh 4/2021
(2) Budgets have not been seasonally adjusted

CITY OF Fargo Fire Department

(12)

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **FIRE CHIEF STEVE DIRKSEN**

DATE: **MAY 12, 2021**

SUBJECT: **EXTENSION OF FMLA FOR FIREFIGHTER MIKE BROWN**

On March 29, 2021 Firefighter Mike Brown exhausted his 12 weeks of FMLA leave. Prior to that date Firefighter Brown asked for an extension of his FMLA leave. He was sent a letter March 29 that informed him I was granting him a 30 day extension of his FMLA Leave.

On April6, 2021 I received a request from Firefighter Brown to extend his FMLA leave through June 30, 2021 when he expects to meet with his surgeon and expects to be returned to full duty.

This will be retroactive to April 29, 2021 extend until June 30, 2021.

Recommended motion: Approve the 63 day extension of Mike Browns FMLA.

637 NP AVENUE • FARGO, NORTH DAKOTA • 58102
PHONE: 701-241-1540 • FAX: 701-241-8125
Website http://ci.fargo.nd.us/fire

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

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

(13)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON GL
DIRECTOR OF ENVIRONMENTAL HEALTH

DATE: MAY 4, 2021

RE: SUPPLEMENTAL POLICY - ARTICLES 11-0805 & 11-0806 OF THE FARGO MUNICIPAL CODE

The Environmental Health Division, Fargo Cass Public Health, request the approval of the enclosed supplemental policy associated with Articles 11-0805 and 11-0806 of the Fargo Municipal Code. The supplement policy will be used by the Environmental Health Division to address discretionary situations associated with the control of stagnant water, excavations, dirt piles, and tall weeds/grass.

Suggested Motion: I move to approve the Supplemental Policy associated with Articles 11-0805 and 11-0806 of the Fargo Municipal Code.

Please feel free to contact me with any questions or concerns, 241.1388.

GL/lls

Supplemental Nuisance Policy
City of Fargo Ordinances 11-0805 & 11-0806

This supplemental policy will be used by the City of Fargo Environmental Health Division to address discretionary situations associated with the control of stagnant water, excavations, dirt piles, noxious, or other weeds, and tall grass pertinent to City of Fargo ordinance 11-0805 & 11-0806.

Stagnant water

- Property owners shall pump or drain stagnant/standing water that is deemed excessive with the intent to facilitate the proper maintenance of the property.
- Stagnant/standing water that is pumped and disposed into the storm sewer shall follow the City of Fargo Engineering requirements.

Excavations

- If an excavation is deemed excessive and/or impedes the proper maintenance of a property, the property shall be leveled and/or backfilled to facilitate mowing and eliminate stagnant/standing water.

Dirt piles

- Stock piled soil shall incorporate a slope grade that allows for maintenance of the property, to include mowing.
- If dirt piles are deemed excessive and impede the proper maintenance of a property, the dirt piles shall be either leveled or removed.

Noxious, or other weeds, and tall grass

- Excess building materials, junk, debris, etc. shall be removed to facilitate the proper maintenance of the property.
- Property that is platted, but undeveloped, shall be mowed a minimum of three (3) times per growing season, which is designated May 1 through November 15 of each calendar year.
- Property that contains excessively tall grass, as deemed by the Environmental Health Division, shall bag the grass cuttings in order to eliminate a possible rodent harborage and/or mosquito-breeding environment.
- Certain property conditions may be exempt from cutting or mowing if the Environmental Health Division warrants an exemption to include but not limited to:
    - 30% of a property may be allowed to be xeriscape, i.e. taller decorative grasses, shrubs, etc., without a formal land management plan through the City of Fargo Forestry Department.
    - The property cannot be safely mowed, it is highly erodible, it is located in an undisturbed natural area, it is reclaimed as a natural area, it is densely wooded, it is in a natural or man-made wetland, and/or it is zoned agricultural.
- Boulevards, to include agricultural land, that impede the line of sight, for traffic safety, are required to be maintained within compliance parameters.

Administrative Action

If the Environmental Health Division deems a property in violation of City Ordinance 11-0805 & 11-0806, and the property owner fails to take the appropriate measures to control the stagnant water, excavations, dirt piles, and/or tall weeds and grass, the City of Fargo will resolve the violation(s) at the cost to the property owner and/or initiate legal action to resolve the violation(s).

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

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

(14)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 4, 2021

RE: CONTRACT FOR SIGNATURE
NORTHERN CASS SCHOOL DISTRICT $50,246.41

The attached contract with Northern Cass School District for $50,246.41 is for nursing services for the 2021-2022 school year.

No budget adjustments are required for these contracts.

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

Suggested Motion: Move to approve the school contract for nursing services for the coming school year.

DF/lls
Enclosures

PURCHASE OF SERVICE AGREEMENT NORTHERN CASS PUBLIC SCHOOL DISTRICT

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

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

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

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2021-2022, beginning on July 1, 2021 and ending on June 30, 2022. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

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

III. SCOPE OF SERVICE

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

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 64 percent for the district and 36 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Northern Cass Public School District has requested an increase in school nursing hours over the original 32 hour per week agreement plus an extra sixty hours to use over the school year. Therefore, Northern Cass Public School District agrees to pay 100% (salary plus benefits) of the school nursing hours in excess of 32 hours per week and the extra sixty hours, including any overtime

accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 32 hours with salary and benefits will be billed at $47.46.

V. CHANGES

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

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

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

VII. AUTHORITY TO SUBCONTRACT

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

VIII. INDEPENDENT CONTRACTOR

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

IX. COPYRIGHT

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

X. AGREEMENT CONSTITUTES CONTRACT

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

XI. PROVIDER ASSURANCES

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

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

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

XV. RETENTION OF RECORDS

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

XVI. CONFIDENTIALITY

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

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

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

XXVI. INDEMNIFICATION AND HOLD HARMLESS

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

provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON-DISCRIMINATION

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

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

PROVIDER-FARGO CASS PUBLIC HEALTH

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO

DATE

Desi Fleming
DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

05/04/2021
DATE

NORTHERN CASS PUBLIC SCHOOL DISTRICT

SIGNATURE AGENCY REPRESENTATIVE

Superintendent
TITLE

5/5/2021
DATE

ATTACHMENT A

SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
NORTHERN CASS PUBLICSCHOOL DISTRICT AND
FARGO CASS PUBLIC HEALTH

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

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

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

OBJECTIVES:

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

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

ATTACHMENT B

2021-2022

SCHOOL HEALTH SERVICES BUDGET

NORTHERN CASS SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
32 RN HOURS /WEEK X 35 WEEKS AT $44.60 /HOUR 40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT $44.60/HR 30 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT $52.03/HOUR	$49,952.00 $1,784.00 $1,560.90
TOTAL	$ 53,296.90
8 RN HOURS /WEEK X 35 WEEKS AT $47.46 AT 100% 60 ADDITIONAL RN HOURS AT $47.46 at 100%	$13,288.80 2,847.60 16,136.40
GRAND TOTAL	$ 69,433.30
DISTRICT PORTION AT 64 % OF $53,296.90 DISTRICT PORTION AT 100% OF 16,136.40 PROVIDER PORTION AT 36% OF $53,296.90	$34,110.01 $16,136.40 $19,186.89
TOTAL FOR DISTRICT OF AMOUNT AT 64% TOTAL FOR DISTRICT OF AMOUNT AT 100% GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	$34,110.01 $16,136.40 $50,246.41

ATTACHMENT C

PROVIDER ASSURANCES

A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.

B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of face, religion, color, national origin, sex, age, or handicap.

C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.

D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.

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

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

G. The Provider shall not assign this agreement.

H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

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

15

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 4, 2021

RE: CONTRACT FOR SIGNATURE
KINDRED PUBLIC SCHOOL $39,129.31

The attached contract with Kindred for $39,129.31 is for nursing services for the 2021-2022 school year.

No budget adjustments are required for these contracts.

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

Suggested Motion: Move to approve the school contract for nursing services for the coming school year.

DF/lls
Enclosures

PURCHASE OF SERVICE AGREEMENT
KINDRED PUBLIC SCHOOL DISTRICT

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

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

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

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2021-2022, beginning on July 1, 2021 and ending on June 30, 2022. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

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

III. SCOPE OF SERVICE

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

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 64 percent for the district and 36 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Kindred Public School District has requested an increase in school nursing hours over the original 27 hours per week agreement. Therefore, Kindred Public School District agrees to pay 100 % (salary and benefits) of the school nursing hours in excess of 27 hours per week, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 27 hours with salary and benefits will be billed at $40.06.

V. CHANGES

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

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

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

VII. AUTHORITY TO SUBCONTRACT

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

VIII. INDEPENDENT CONTRACTOR

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

IX. COPYRIGHT

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

X. AGREEMENT CONSTITUTES CONTRACT

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

XI. PROVIDER ASSURANCES

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

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

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

XV. RETENTION OF RECORDS

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

XVI. CONFIDENTIALITY

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

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

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

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON- DISCRIMINATION

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

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

PROVIDER- FARGO CASS PUBLIC HEALTH

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO

DATE

Desi Fleming
DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

05/04/2021
DATE

KINDRED PUBLIC SCHOOL DISTRICT

Steven Hall
SIGNATURE OF AGENCY REPRESENTATIVE

Supt.
TITLE

5-4-21
DATE

ATTACHMENT A

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

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

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

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

OBJECTIVES:

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

A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.

B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.

C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.

D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.

E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B

2021-2022

SCHOOL HEALTH SERVICES BUDGET

KINDRED SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
27 RN HOURS /WEEK X 35 WEEKS AT $44.60 /HOUR 40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT $44.60/HR 36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT $52.03/HOUR	$42,147.00 $1,784.00 $1,873.08
TOTAL	$ 45,804.08
7 RN HOURS /WEEK X 35 WEEKS AT $40.06 AT 100%	$9,814.70
GRAND TOTAL	$ 55,618.78
DISTRICT PORTION AT 64 % OF $45,804.08 DISTRICT PORTION AT 100% OF 9,814.70 PROVIDER PORTION AT 36% OF $45,804.08	$29,314.61 $9,814.70 $16,489.47
TOTAL FOR DISTRICT OF AMOUNT AT 64% TOTAL FOR DISTRICT OF AMOUNT AT 100% GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	$29,314.61 $ 9,814.70 $39,129.31

ATTACHMENT C

PROVIDER ASSURANCES

A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.

B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of face, religion, color, national origin, sex, age, or handicap.

C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.

D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.

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

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

G. The Provider shall not assign this agreement.

H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

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

16

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 4, 2021

RE: CONTRACT FOR SIGNATURE
CENTRAL CASS PUBLIC SCHOOL $43,227.53

The attached contract with Central Cass Public School for $43,227.53 is for nursing services for the 2021-2022 school year.

No budget adjustments are required for these contracts.

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

Suggested Motion: Move to approve the school contract for nursing services for the coming school year.

DF/lls
Enclosures

PURCHASE OF SERVICE AGREEMENT
CENTRAL CASS PUBLIC SCHOOL DISTRICT

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

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

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

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2021-2022, beginning on July 1, 2021 and ending on June 30, 2022. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

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

III. SCOPE OF SERVICE

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

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 64 percent for the district and 36 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Central Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement plus an extra 20 hours to use over the school year. Therefore, Central Cass Public School District agrees to pay 100 % (salary and benefits) of the school nursing hours in excess of 30 hours per week and the extra 20 hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at $47.46.

V. CHANGES

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

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

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

VII. AUTHORITY TO SUBCONTRACT

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

VIII. INDEPENDENT CONTRACTOR

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

IX. COPYRIGHT

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

X. AGREEMENT CONSTITUTES CONTRACT

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

XI. PROVIDER ASSURANCES

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

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

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

XV. RETENTION OF RECORDS

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

XVI. CONFIDENTIALITY

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

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

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

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON- DISCRIMINATION

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

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

PROVIDER- FARGO CASS PUBLIC HEALTH DISTRICT

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO

DATE

Desi Fleming

DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

05/04/2021

DATE

CENTRAL CASS PUBLIC SCHOOL

Morgan Tonness

SIGNATURE OF AGENCY REPRESENTATIVE

Supt.

TITLE

5/4/21

DATE

ATTACHMENT A

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

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

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

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

OBJECTIVES:

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

A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.

B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.

C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.

D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.

E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B

2021-2022

SCHOOL HEALTH SERVICES BUDGET

CENTRAL CASS SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
30 RN HOURS /WEEK X 35 WEEKS AT $44.60 /HOUR 40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT $44.60/HR 36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT $52.03/HOUR	$46,830.00 $1,784.00 $1,873.08
TOTAL	**$50,487.08**
6 RN HOURS /WEEK X 35 WEEKS AT $47.46 AT 100% 20 ADDITIONAL HOURS AT 47.46 AT 100 %	**$9,966.60** **949.20** **10,915.80**
GRAND TOTAL	**$ 61,402.88**
DISTRICT PORTION AT 64 % OF $50,487.08 DISTRICT PORTION AT 100% OF 10,915.80 PROVIDER PORTION AT 36% OF $50,487.08	**$32,311.73** **$10,915.80** **$18,175.35**
TOTAL FOR DISTRICT OF AMOUNT AT 64% TOTAL FOR DISTRICT OF AMOUNT AT 100% GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	**$32,311.73** **$ 10,915.80** **$43,227.53**

ATTACHMENT C

PROVIDER ASSURANCES

A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.

B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of face, religion, color, national origin, sex, age, or handicap.

C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.

D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.

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

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

G. The Provider shall not assign this agreement.

H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

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

17

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 10, 2021

RE0: AMENDMENT TO LEASE AGREEMENT WITH FIRST CENTER SOUTH, LLC FOR COVID TESTING SITE AT 3051 25TH ST S, SUITE K, FARGO.

The attached lease agreement amendment with First Center South, LLC is to extend the time of the original contract from June 30, 2021 to August 31, 2021.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the lease agreement amendment with First Center South, LLC.

DF/lls
Enclosure

FIRST AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (the "Amendment") is made May _____, 2021 by and between **First Center South, LLC, a Delaware Limited Liability Company**, hereinafter called the **Landlord,** and **Fargo Cass Public Health** hereinafter called the **Tenant**.

WHEREAS, on March 10, 2021, First Center South, LLC, a Delaware Limited Liability Company ("Landlord") entered into a Lease Agreement (hereinafter called the "Original Lease") with Tenant whereby Landlord demised and let to Tenant certain premises located in the County of Cass and State of North Dakota, more particularly described as First Center South and comprising of approximately 3,650 square feet located at 3051 25th St S., Suite K, Fargo, ND 58103;

WHEREAS, the Landlord and the Tenant wish to amend the Lease in accordance with the terms and conditions hereof.

NOW THEREFORE in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties agree that the recitals above are true and correct in all material respects.
2. The parties agree that the Lease is hereby modified and amended as follows:
   A. Section 4.3 of Original Lease – Both parties with to extend lease for "Additional Term". Current Lease expires on June 30, 2021 and new expiration date shall be August 31st, 2021. Tenant shall deliver notice in writing at least 45 days prior to Additional Term expiration of their intent to extend or terminate Lease.
3. The parties hereby confirm that all other terms and conditions of the Lease are in full force and effect except as expressly provided in this Amendment.
4. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be and original and such counterparts together shall constitute one and the same instrument. Facsimile signatures and scanned and e-mailed signatures on this Amendment shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

LANDLORD: Dakota UPREIT Limited Partnership

By:_____
Its:_____
Date:_____

TENANT: Fargo Cass Public Health

By: Desi Fleming
Its: Desi Fleming, Director of Public Health
Date: 05/10/21

By:_____
Its: Timothy J. Mahoney, Mayor, City of Fargo
Date:_____

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
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Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

Public Health
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Fargo Cass Public Health

(18)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 10, 2021

RE0: GRANT AGREEMENT WITH NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES FOR CARE COORDINATION FOR TUBERCULOSIS TREATMENT, EDUCATION, AND OUTREACH NOT TO EXCEED $119.38, 010-12052

The attached grant agreement with North Dakota Department of Human Services is for the care coordination for tuberculosis treatment, education and outreach.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the grant agreement with North Dakota Department of Human Services.

DF/lls
Enclosure

CONTRACT #010-12052

GRANT AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Executive Office (Grantor), has determined the services identified in the Scope of Service paragraph below form an appropriate basis for the expenditure of funds allocated to Grantor.

City of Fargo (Grantee), 1240 25th St. S, Fargo, ND 58103, proposes to provide those services.

Grantor and Grantee therefore enter into the following:

1. TERM OF GRANT

This Grant runs from March 1, 2021, through September 30, 2021. This Grant will not automatically renew.

2. SCOPE OF SERVICE, REPORTING, AND ADVISORY COMMITTEE

Grantee shall provide Care Coordination services which include follow-up for Tuberculosis treatment, education, and outreach to Office of Refugee Resettlement (ORR) eligible populations which includes Refugees, Asylees, Cuban/Haitians, Unaccompanied Refugee Minors and unaccompanied Alien Children, Amerasians, Victim of severe form of trafficking and Special Immigrant Visa holder in its jurisdiction. Grantee also shall collect data for reporting to ORR, as requested, by Grantor for the purpose of year-end outcome measures. Care Coordination services are to be provided in a linguistically appropriate manner. Refugee Health Promotion (RHP) funds are not to be supplanted if covered under other funding sources.

Grantee shall participate with other grantees as a member of the Refugee Services Advisory Committee (RSAC) which meets at least quarterly, and will report to the committee on goals, outcomes, new initiatives, and barriers in providing health services to refugees and ORR-eligible populations. Grantee shall ensure the project:

Deliverable	Milestone	Deadline
Compile and submit semi-annual programmatic reports each period to Grantor.	Compile and submit semi-annual programmatic reports to Grantor.	Semi-annual programmatic reports for the October 1-March 31 reporting period and for the April 1-September 30 reporting period each year using Attachment A.

Communicate and collaborate with Grantor and the designated organization responsible for carrying out refugee resettlement activities.	Respond to requests for information and meetings.	Requests for information and meetings are responded to within two business days.
Collaborate with other health service providers and provide services within the scope to ORR population who are within their first five years of eligibility. Engagement with ethnic community-based organizations (ECBOs) and State Refugee Health Coordinator (SRHC) in carrying out health education activities is allowable within the scope.	Disseminate appropriate TB health education, referrals, follow-up in a linguistically appropriate manner. Seek technical assistance with SRHC and troubleshoot challenges to improve healthcare navigation issues for eligible population. Communicate training needs and provider education needs.	TB outreach focused on eligible population should occur regularly. Requests for assistance are followed up on within two business days.
Provide feedback and participate in the RSAC meetings.	Disseminate relevant refugee arrival trends, health trends, and program updates.	RSAC are held at least quarterly.

3. COMPENSATION

Grantor, upon receipt and approval of SFN 1763 Request for Reimbursement or other form required by Grantor, shall reimburse Grantee for allowable expenses incurred. "Allowable expenses" are defined by the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards cited under Section 11 of this Grant. The total amount paid under this Grant may not exceed $119.38. No funds will be paid for services until they have been provided. Grantee shall submit its request for reimbursement to Grantor monthly. Grantee shall submit its final reimbursement request to Grantor no later than 30 days after the expiration or termination of this Grant. Grantor may not pay Grantee until Grantee signs and returns to Grantor the Certification of the 2 CFR Part 200 Informational Guide, which is made a part of this Grant by its reference here.

Payment for services under this Grant may include federal monies. Anticipated funding at the time this Grant is executed is listed below. The funding source of actual payments and the federal program can be verified by contacting DHS' Fiscal Administration Division.

Anticipated Funding:

Federal	$119.38	State	$
Other	$	Unknown	$

Catalog of Federal Domestic Assistance Number 93.566, Refugee and Entrant Assistance State/Replacement Designee Administered Programs.

Federal Award Identification Number: 2101NDRSSS

Federal Award Date: April 16, 2021

Data Universal Numbering System Number: N/A

This award is not for Research and Development.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

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

b. Termination for Lack of Funding or Authority

Grantor may terminate the whole or any part of this Grant, effective upon delivery of written notice to Grantee or on any later date stated in the notice, under any of the following conditions:

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or for the indicated term. The Grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.

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 Grant or are no longer eligible for the funding proposed for payments authorized by this Grant.

3) If any license, permit, or certificate required by law or rule, or by the terms of this Grant, is for any reason denied, revoked, suspended, or not renewed.

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

c. Termination for Cause

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

1) If Grantee fails to provide services required by this Grant within the time specified or within any extension agreed to by Grantor; or

2) If Grantee fails to perform any of the other provisions of this Grant, or so fails to pursue the work in a way that endangers performance of this Grant in accordance with its terms.

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

5. NONPERFORMANCE

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

6. FORCE MAJEURE

Grantee shall not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Grantee's reasonable control, and Grantee gives notice to Grantor immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

Grantee 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.

8. GRANTEE ASSURANCES

Grantee agrees to comply with the applicable assurances set forth in the Grantee Assurances found in Attachment B, which is part of this Grant.

9. AUTHORITY TO CONTRACT

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

10. INDEPENDENT ENTITY

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

11. AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the Grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. If Grantee has expended federal funds (when considering all sources) during Grantee's fiscal year at the amount specified in 2 CFR Part 200 Uniform Grant Guidance, which is made a part of this grant by reference here, that CFR must be followed pursuant to the Single Audit Act of 1984, Public Law 98-502; and the Single Audit Act Amendments of 1996, Public Law 104-156.

Additionally, Grantee agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations from the 2 CFR Part 200 Informational Guide.

12. RETENTION OF RECORDS

Grantee agrees to retain records for at least three years following completion of this Grant or, if subject to audit, from the date the audit is completed and closed, whichever occurs later. Program records must be maintained for a period of six years or until an audit is completed and closed, whichever occurs later. All records, regardless of physical form, and the accounting practices and procedures of Grantee relevant to this Grant are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors and Grantee must be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

13. CONTINGENT LIABILITY

During the term of this Grant, and for three years after this Grant expires or is terminated, Grantee 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 Grantee to comply with this Grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

14. INDEMNITY

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

15. INSURANCE

a. Grantee shall secure and keep in force during the term of this Grant, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

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

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

   1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self-retention is subject to approval by Grantor.
   2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by Grantor. The policies shall be in form and terms approved by Grantor.
   3) The insurance required in this Grant, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned Grantor representative.

4) The Grantee shall furnish a certificate of insurance to the undersigned Grantor representative prior to commencement of this Grant. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
5) Failure to provide insurance as required in this Grant is a material breach of contract entitling Grantor to terminate this Grant immediately.

16. NOTICE

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

City of Fargo
1240 25th St. S
Fargo, ND 58103

OR

ND Department of Human Services
Executive Office
600 East Boulevard Ave, Dept. 325
Bismarck, ND 58505-0250

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

17. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Grant constitutes the entire Grant between Grantee 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.

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

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

18. SEVERABILITY

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

19. APPLICABLE LAW AND VENUE

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

20. ASSIGNMENT

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

21. SPOLIATION – PRESERVATION OF EVIDENCE

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

22. WORKS FOR HIRE

Grantee acknowledges that all work(s) under this Grant 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 Grantee may have in the work(s) it prepares under this Grant, including any right to derivative use of the work(s). All software and related materials developed by Grantee in performance of this agreement for Grantor shall be the sole property of Grantor, and Grantee hereby assigns and transfers all its right, title, and interest therein to Grantor. Grantee shall execute all necessary documents to enable Grantor to protect Grantor's intellectual property rights under this section.

23. WORK PRODUCT, EQUIPMENT, AND MATERIALS

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

24. CONFIDENTIAL INFORMATION

Grantee shall not use or disclose any information it receives from Grantor under this Grant 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 in advance by Grantor. Grantor shall not disclose any information it receives from Grantee that Grantee 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 found in N.D.C.C. § 44-04-18. The duty of Grantor and Grantee to maintain confidentiality of information under this section continues beyond the term of this Grant, including any extensions or renewals.

25. COMPLIANCE WITH PUBLIC RECORDS LAWS

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

26. ATTORNEY FEES

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

27. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

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.

28. NONDISCRIMINATION – COMPLIANCE WITH LAWS

Grantee shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Grantee shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Grantee also shall have and keep current at all times during the term of this Grant all licenses and permits required by law. Grantee's failure to comply with this section may be deemed a material breach by Grantee entitling Grantor to terminate in accordance with the Termination for Cause section of this Grant.

29. DIRECT AND INDIRECT RATES

The terms of this Grant do not provide for an indirect rate. Grantee may claim direct costs provided they are consistent with the 2 CFR Part 200 Informational Guide.

CITY OF FARGO

By _____
Timothy J. Mahoney, Mayor, City of Fargo

By Desi Fleming
Desi Fleming, Director of Public Health

05/10/2021
DATE

DATE _____

45-6002069
Grantee's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____ _____
CHRISTOPHER D. JONES DATE
EXECUTIVE DIRECTOR

By _____ _____
KYLE J. NELSON DATE
CONTRACT OFFICER
Approved for form and content

ATTACHMENT B

GRANTEE ASSURANCES

A. 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: Fair Labor Standards Act, the North Dakota Human Rights Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Drug-free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

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

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

D. Grantee 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.

E. Grantee assures that:

1) No Federal funds from this Grant will be paid by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal 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.

2) 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, Grantee agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Grantee Assurances.

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

19

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 13, 2021

RE: PURCHASE OF SERVICE AGREEMENT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES FOR COMMUNITY OUTREACH AND ENGAGEMENT SERVICES FOR HARM REDUCTION, MONTHLY PAYMENTS OF 25,365.17 NOT TO EXCEED $608,764. #810-12062

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for the Community Outreach and Engagement Program for our Harm Reduction division. The term lasts from January 1, 2021 until December 31, 2022, and the reimbursement shall be for no more than $608,764.

2021 Revenue		
NDDHS-Mobile Outreach	101-0000-334-10-52	$304,382
2021 Expense		
Temp/Seasonal	101-6013-451-14-00	$282,751
FICA	101-6013-451-21-01	$ 17,531
Medicare	101-6013-451-21-02	$ 4,100

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

Suggested Motion: Move to approve the contract with the North Dakota Department of Human Service for the Community Outreach and Engagement Agreement.

DF/lls
Enclosure

CONTRACT #810-12062

PURCHASE OF SERVICE AGREEMENT

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

City of Fargo (Vendor), 1240 25th St. S, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from January 1, 2021, through December 31, 2022. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall implement a community outreach program to provide assistance to individuals needing intoxication or withdrawal management services during highest use times – for 16 hours during each 24-hour period.

Vendor shall maintain a vehicle to conduct outreach and engagement services, including any tracking devices consistent with local community stakeholders (radios, etc.).

Vendor shall ensure the program is staffed appropriately. Vendor shall ensure individuals who are intoxicated and in crisis situations receive appropriate services and engagement for possible treatment, ensuring services are recovery-oriented, trauma-informed, and person-centered.

Vendor shall maintain an advisory committee consisting of local community representatives, such as local first responders, hospital emergency room representatives, the Withdrawal Management Unit, and other public and private treatment providers to advise Vendor. Committee shall have regular communication no less than every six months.

Vendor shall maintain procedures adhering to state and federal Regulations to respond to situations when possibly involving individuals who are under the influence of substances and submit to State any changes to that procedure.

Vendor shall ensure staff is trained in the following topic areas:

a. substance use disorders,
b. intoxication and withdrawal management,
c. recovery-oriented and trauma-informed care, and
d. overdose prevention, including the administration of naloxone.

Vendor shall develop and implement a sustainability plan. Plan shall be submitted within the first six months of Agreement start date. Updates on the sustainability plan shall be reported to State by the 10th of each month.

Vendor shall utilize a data collection system and report data to State by the 10th of each month. Data shall include:

a. Number of transportation services provided,
b. Number of individuals receiving transportation service,
c. Referral source for each transport,
d. Location an individual was transported to,
e. Location an individual was transported from,
f. Community resources diverted due to the use of MOP (ex. Law enforcement, ambulance, jail, etc,),
g. Service provided during transport (supplies, education, information, engagement for treatment, etc.),
h. Number of outreach services provided,
i. Number of individuals receiving outreach services,
j. Services provided during outreach (support, supplies, education, information, engagement to treatment, etc.), and
k. COVID-related supports provided.

Vendor shall attend meetings and training requested by State. Vendor shall ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) regarding efforts related to this project must acknowledge the project is funded by State. Vendor shall include State logo on documentation created for the purpose of communication and marketing of the program.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly reports, and any additional information requested by State, shall pay Vendor $25,365.17 per month for completing the scope of service during the period January 2021 through November 2022, and a final payment of $25,365.09 for December 2022. Total payment under this Agreement may not exceed $608,764. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 10 days after the expiration or termination of this Agreement.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

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

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

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

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.

2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

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

d. Termination for Cause

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

1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or

2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

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

5. NONPERFORMANCE

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

6. FORCE MAJEURE

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

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

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

8. VENDOR ASSURANCES

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

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

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

9. AUTHORITY TO CONTRACT

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

10. INDEPENDENT ENTITY

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

11. INDEMNITY

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

12. INSURANCE

a. Vendor shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

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

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

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

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

13. NOTICE

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

City of Fargo
1240 25th St. S
Fargo, ND 58103

OR

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

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

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

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

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

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

15. SEVERABILITY

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

16. APPLICABLE LAW AND VENUE

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

17. ASSIGNMENT

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

18. SPOLIATION – PRESERVATION OF EVIDENCE

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

19. WORKS FOR HIRE

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

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

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

21. CONFIDENTIAL INFORMATION

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

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

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

23. ATTORNEY FEES

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

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

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

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law. Vendor's failure to comply with this section may be deemed a material breach by Vendor entitling State to terminate in accordance with the Termination for Cause section of this Agreement.

26. ACCESS TO BOOKS AND RECORDS

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

CITY OF FARGO

By Desi Fleming 05/13/21
DATE

Its Director of Public Health

45-6002069
Vendor's Federal Taxpayer Identification Number

By_____
TIMOTHY J MAHONEY, MAYOR, COF

_____
DATE

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By_____ _____
CHRISTOPHER D. JONES DATE
EXECUTIVE DIRECTOR

By_____ _____
KYLE J. NELSON DATE
CONTRACT OFFICER
Approved for form and content

THE CITY OF Fargo
FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

20

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

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

DATE: MAY 13, 2021

RE: APPROVE AGREEMENTS BETWEEN THE CITY OF FARGO AND LAKE AGASSIZ HABITAT FOR HUMANITY, INC. FOR A LAND TRANSFER OF 702 2 STREET NORTH (CDBG GRANT FUNDS)

Previously, City Commission authorized acquisition and demolition of a blighted, single-family residential house located at 702 2 Street North. This house had fire damage and was no longer habitable. The acquisition and demolition was done utilizing the Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) funds. Now that demolition has been completed, the property will be transferred to Lake Agassiz Habitat for Humanity, Inc. for future construction of a single-family dwelling unit for affordable homeownership.

As part of federally-funded projects, incremental steps must be taken in order to comply with federal regulations. At this time, staff is seeking authorization for the execution of the agreements and other documents as necessary to effectuate activities related to this property transfer, which the City Attorney has reviewed. Upon its execution, the City will transfer the property at 702 2 Street North to Lake Agassiz Habitat for Humanity, Inc. for future construction on this lot. Prior to future construction, Lake Agassiz Habitat for Humanity, Inc. will work with the City of Fargo on the required steps that must be taken to comply with city building codes and HUD regulations tied to this property.

Recommended Motion: Authorize execution of contractual agreements with Lake Agassiz Habitat for Humanity, Inc., a Minnesota nonprofit corporation, in order to complete the land transfer of 702 2 Street North.

EQUAL HOUSING OPPORTUNITY

PURCHASE AGREEMENT

City of Fargo/Lake Agassiz Habitat for Humanity, Inc.
[702 2nd Street North property]

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of _____, 2021 by and between the CITY OF FARGO, a North Dakota municipal corporation ("Seller"), and LAKE AGASSIZ HABITAT FOR HUMANITY, INC., a Minnesota nonprofit corporation ("Buyer").

RECITALS:

A. Seller is the owner of real property located in the City of Fargo, North Dakota and legally described on Exhibit A attached hereto and hereby made a part hereof, together with all rights, title and interest appurtenant thereto (the "Real Property"), the street address for which is 702 2nd Street North, Fargo, North Dakota.

B. Seller desires to sell and assign to Buyer, and Buyer agrees to purchase and accept from Seller, the Real Property under the terms and conditions hereunder.

NOW, THEREFORE, in consideration of mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Sale and Purchase. Subject to the terms, conditions, representations and warranties set forth in this Agreement, Seller agrees to sell and assign to Buyer, and Buyer agrees to purchase and accept from Seller, good and marketable title to the Real Property free of all encumbrances, unless otherwise agreed herein.

2. Purchase Price. The purchase price for the Real Property shall be One and no/100 Dollar ($1.00) (the "Purchase Price") and shall be payable as cash, certified check, cashier check or by wire transfer of funds on the Closing Date.

3. Real Estate Taxes and Special Assessments. Taxes and special assessment installments, if any, for the year 2021 that are due and payable in 2022 shall be prorated to the date of closing. Real estate taxes and special assessment installments for the year 2020 due and payable in 2021 and for all prior years are the responsibility of the Seller. Real estate taxes and special assessments for the year 2022 that are due and payable in 2023 and subsequent years are the responsibility of the Buyer.

4. Personal Property. Personal Property included in this transaction is: NONE. Any Personal Property currently on the Real Property shall be removed by Seller prior to the Closing Date.

5. Closing Costs. It is understood and agreed that as part of this purchase, Seller shall be responsible for all and any closing costs, including, but not limited to: updating the abstract of title, the cost of preparation of the deed, the cost of preparation of and recording fees for any documents necessary to remove any liens or encumbrances or to clear title, and the fee for any closing agent or company. In addition, Seller shall pay the cost of recording the deed, the cost of a title opinion, and the cost of an appraisal.

6. Covenants of Seller. Between the date of this Agreement and the Closing Date, Seller shall:

a. comply with all laws, ordinances, regulations and restrictions affecting the Real Property and its use;

b. without first obtaining the prior written consent of Buyer, refrain from creating any mortgage, easement, lien, pledge or any other encumbrance against or in any way affecting the Real Property, and refrain from conveying any leasehold or other interest in the Real Property, with the exception of any permitted encumbrances listed on Exhibit B attached hereto (the "Permitted Encumbrances");

c. refrain from committing any waste or nuisance upon the Real Property; and

d. without first obtaining the prior written consent of Buyer, refrain from entering into any contracts or agreements pertaining to the Real Property, except contracts or agreements which are consistent with Buyer's rights hereunder and which may be terminated prior to the Closing Date.

7. Contingencies.

a. *Contingencies for Benefit of Buyer.* Buyer's obligation to consummate this agreement at closing is contingent upon the following conditions being met to the satisfaction of Buyer on or before closing:

i) Buyer shall be satisfied that Buyer will be receiving marketable record title to the Subject Property, as evidenced by a title opinion issued by a North Dakota licensed attorney or by a commitment for title insurance for the Subject Property.

ii) Buyer and Seller having agreed upon a form of Subrecipient Agreement, as described herein, to be signed and executed by Buyer and Seller at the Closing.

iii) The contingencies set forth in this Agreement benefit Buyer and Buyer reserves the right to waive performance of any or all of the conditions. Buyer shall provide Seller with written notice of the failure of any contingency as of the closing and, in such event, this Agreement shall be terminated. If Buyer does not provide Seller with written notice of the failure of any contingency as of the closing, said contingency shall be deemed waived and the parties shall proceed to consummate the closing.

b. *Contingencies for Benefit of Seller.* Seller's obligation to consummate this agreement at closing is contingent upon the following conditions being met to the satisfaction of Seller on or before closing:

i) Seller and Buyer having agreed upon a form of Subrecipient Agreement, as described herein, to be signed and executed by Seller and Buyer at the Closing.

ii) The contingencies set forth in this Agreement benefit Seller and Seller reserves the right to waive performance of any or all of the conditions. Seller shall provide Buyer with written notice of the failure of any contingency as of the closing and, in such event, this Agreement shall be terminated. If Seller does not provide Buyer with written notice of the failure of any contingency as of the closing, said contingency shall be deemed waived and the parties shall proceed to consummate the closing.

8. Closing.

a. General; Possession. The closing of the transaction contemplated hereby (the "Closing") shall occur on or before June 2, 2021 (the "Closing Date") or at such other date, time as the

parties shall agree in writing and shall occur at The Title Company, 35 4th Street North, Fargo, ND 58102 (the "Closing Agent"). Possession of the Real Property shall be transferred by Seller to Buyer on the Closing Date.

b. Deliveries by Seller at Closing. At the closing, Seller shall deliver to Buyer:

i) A Quitclaim Deed, in recordable form, duly executed by Seller, conveying good and marketable title to the Real Property to Buyer;

ii) A signed Subrecipient Agreement, as described herein; and,

iii) Such other documents as may be reasonably required by Buyer, by the Closing Agent, or by the Buyer's title insurance company in order to convey good and marketable title to Buyer and to allow for Buyer to obtain an owner's policy of title insurance in a form reasonably acceptable to Buyer;

(Said documents collectively referred to as the "Seller Closing Documents").

c. Deliveries by Buyer at Closing. At the Closing, Buyer shall deliver to Seller:

i) The entire Purchase Price;

ii) A signed Subrecipient Agreement, as described herein; and,

iii) Such other documents as may be reasonably required by Seller or by the Closing Agent.

(Said documents collectively referred to as the "Buyer Closing Documents")

9. Representations and Warranties of Seller. Seller represents and warrants to and covenants with Buyer that: (i) Seller is a municipal corporation under the laws of the State of North Dakota; (ii) Seller has the power to enter into this Agreement and all the Seller's Closing Documents signed or to be signed by it; (iii) each of the Seller's Closing Documents has been or will be duly authorized on the part of Seller prior to its execution executed; and (iv) such documents are or will be valid and binding obligations of Seller, and are or will be enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, creditor's rights and other similar laws. No consents or approvals from any third parties are required for Seller to perform its obligations under this Agreement.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO BUYER, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE REAL PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. Buyer acknowledges that Buyer has already (or, prior to the Closing Date, will have) independently inspected or is otherwise familiar with the Real Property and that Buyer has entered into this Agreement based upon such examination, inspection, familiarity and Buyer's right to conduct the inspections. Buyer agrees that the Real Property is to be sold to and accepted by Buyer at Closing in its then present physical condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED;" specifically (without limiting the generality of the foregoing) without any warranty of (i) the nature or quality of the construction, structural design and/or engineering of any improvements, (ii) the quality of the labor and materials included in the any improvements, (iii) the soil conditions existing at the Real Property for any particular purpose or developmental potential, (iv) the presence or absence of any petroleum or petroleum by-products, hazardous substance, matter or waste in or on the Real Property, and (v) compliance of the Real Property with any applicable environmental laws or regulations.

10. Governing Law. This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of North Dakota.

11. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one, complete Agreement. A copy of this Agreement delivered as or by

.pdf, facsimile or other electronic means containing a party's signature shall be deemed such party's original, binding signature.

IN WITNESS WHEREOF, the undersigned have signed this Purchase Agreement as of the day and year first written above.

SELLER:

CITY OF FARGO,
a North Dakota municipal corporation

By:_____
Name: Mark Williams
Its: Planning and Development Department Assistant Director

BUYER:

LAKE AGASSIZ HABITAT FOR HUMANITY, INC.,
a Minnesota nonprofit corporation

By:_____
Name: Jim Nelson
Its: Executive Director

EXHIBIT A

Address and Legal Description

Address: 702 2nd Street North, Fargo, ND 58102

Legal Description: Lot Thirteen, in Block One, of Lindsay's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota

EXHIBIT B

Permitted Encumbrances

None.

EXHIBIT C

FORM OF
SUBRECIPIENT AGREEMENT

[attached]

SUBRECIPIENT AGREEMENT

City of Fargo/Lake Agassiz Habitat for Humanity, Inc.
[702 2nd Street North property]

THIS AGREEMENT is entered into this ____ day of _____, 2021, by and between the City of Fargo (the "City") and Lake Agassiz Habitat for Humanity, Inc. (the "Subrecipient").

WHEREAS, the City acquired real property located at 702 2 St N in Fargo, ND, (the "Property" as described more fully below) using Community Development Block Grant ("CDBG") funds for the purpose of promoting affordable homeownership for predominantly low to moderate income residents; and,

WHEREAS, the City and Subrecipient have entered into a Purchase Agreement for the sale of said Property from the City to Subrecipient which Purchase Agreement contemplates the conveyance and transfer of title to the Property at a closing held simultaneous with the signature and execution of this Agreement; and,

WHEREAS, the purpose for the Subrecipient to acquire said Property is to promote affordable homeownership for predominantly low to moderate income residents; and,

WHEREAS, the City has provided Subrecipient with the aforementioned CDBG-acquired property for said purpose; and,

NOW THEREFORE, in consideration of the parties' mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

***Section 1* Statement of Work.**

A) The City has conveyed or will convey to the Subrecipient certain real property located at **702 2 St N, Fargo, North Dakota, Parcel 01-1760-00130-000,** legally described as ***Lot Thirteen, in Block One, of Lindsay's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota*** (the "Property").

B) Project. Subrecipient will construct a single-family home upon the Property in conformance with the terms hereof ("Project"). The home must be sold to an income-eligible homebuyer under the CDBG program, defined as a household earning 80% or less of the Area Median Income of the Fargo-Moorhead Metropolitan Statistical Area (MSA). The income limits must be obtained by the City prior to the Subrecipient selling to the homebuyer. Subrecipient must provide income verification documentation to the City of Fargo prior to the closing with the homebuyer. The City of Fargo will review documentation for eligibility under the CDBG requirements.

***Section 2* Responsibility of the City.**
The City will designate one or more representatives who will be authorized to make all necessary decisions required on behalf of the City in connection with, and monitoring the use of, the Property in connection with this Agreement.

Section 3 **Responsibility of the Subrecipient.**

A) Project Timeline. Construction completion must occur and the home must be occupied within three (3) years of the Effective Date of the CDBG Subrecipient Agreement. Construction is completed when a certificate of occupancy is issued by a building official and/or the City staff inspecting the property.

B) Subrecipient will maintain the Property until it is conveyed to the homebuyer (i.e., snow, ice, grass, weeds, etc.).

C) The City acquired the Property with CDBG funds. Therefore, the Subrecipient must meet a CDBG National Objective within the term outlined in Section 3-A of the agreement. The Subrecipient certifies that the activity carried out under this Agreement will meet the Low Moderate Housing National Objective under 570.208(a)(3) by serving individuals at or below 80% of median family income.

Section 4 **Effective Date and Term of Agreement.**

A) This Agreement shall be deemed to be effective as of the date and year first above-written or, if the date and year is not completed above, then upon the date last signed by the parties, below (the "Effective Date").

B) The Term of this Agreement shall extend from the Effective Date until the date the Project is first occupied by an income qualified family, as defined by Section 1-B.

Section 5 **Events of Default.**
Each of the following shall constitute a default ("**Event of Default**" or "**Default**") by the Subrecipient under this Agreement:

A) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.

B) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

a. Failure of the Subrecipient to materially comply, perform, fulfill or observe an obligation under this Agreement shall be deemed to have occurred when such failure or violation has continued for thirty (30) days after receipt of written notice to the Subrecipient by the City identifying with particularity the failure or violation.

If such failure or violation is not reasonably capable of being cured within such thirty (30) day period, there shall exist no Event of Default if the Subrecipient promptly advises the City of the Subrecipient's intention to duly institute all steps reasonably necessary to cure such default and the Subrecipient promptly commences cure of such failure or violation within such thirty (30) day period and diligently pursues such cure to completion. Such additional time for cure shall not exceed one-hundred eighty (180) days after receipt of the initial written notice to the Subrecipient by the City.

C) Ineffective or improper use of the Property provided under this Agreement.

D) The Subrecipient has instituted voluntary proceedings in bankruptcy;

E) Involuntary proceedings in bankruptcy have been instituted against the Subrecipient that are not discharged within ninety (90) days thereafter;

F) Any proceedings have been instituted by or against the Subrecipient under any Law relating to insolvency or bankruptcy reorganization, and in the case of an involuntary proceeding, that is not discharged within ninety (90) days after filing;

G) A trustee or receiver has been appointed for the Subrecipient by any court of competent jurisdiction, or (v) the Subrecipient shall make a general assignment for the benefit of its creditors; or

H) Any representation or warranty made by the Subrecipient herein shall prove to have been incorrect when made, in any material respect.

I) Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

***Section 6* Remedies Upon Event of Default.**

A) Upon the occurrence of an Event of Default, the City will have the right to exercise any of the following remedies:

a. Exercise any remedy afforded hereunder.

b. Seek specific performance or other equitable relief.

c. Sue for monetary damages.

d. In accordance with 2 CFR 200.388, if the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the City may impose additional conditions, as described in 2 CFR 200.207 'Specific conditions.'

e. In accordance with 24 CFR 570.503, in addition to such remedies provided for above, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, in accordance with 2 CFR Part 200, Subpart D.

f. Should the Subrecipient not perform all activities outlined within Section 3 of this Agreement within three years of the Effective Date of this Agreement, the City will have the option of:

i. Requiring the Subrecipient to surrender the Property and deed it back to the City.

ii. Requiring the Subrecipient to pay a penalty in an amount equal to the assessed land value at time of surrender.

B) Remedies Cumulative; Limitation on Remedies; Waiver. All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity, subject, however, to any limitation on damages, fees and costs as provided for in this Agreement. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies, or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder, nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party or Parties may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

C) Limited Recourse Obligations; Members and Officers Not Liable. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any member, director, officer, employee, or agent of the City in his or her individual capacity, and no recourse shall be had for any Claim hereunder against any member, director, officer, employee, or agent of the City in such capacity.

All covenants, stipulations, promises, agreements, and obligations of Subrecipient contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of Subrecipient and not of any shareholder, member, partner, owner, manager, officer, employee, or agent of Subrecipient in his or her individual capacity, and no recourse shall be had for any Claim hereunder against any shareholder, member, partner, owner, manager, officer, employee, or agent of Subrecipient in such capacity.

***Section 7* Amendments.**

A) The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

B) The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change of funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

Section 8 **Assignability & Subcontractors.**

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

Assignability and subcontracts are prohibited.

Section 9 **Notices.**
All notices, requests, consents, or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States registered or certified mail or overnight delivery service to the parties as follows (or at such other address as a party may from time to time designate by notice given pursuant to this section):

To Subrecipient:

Habitat for Humanity
Attn: Jim Nelson, Executive Director
210 11 Street North
Moorhead, MN 56560
(218) 359-0360
jim@lakeagassizhabitat.org

or to:

The Registered Agent for services of process for Subrecipient

To City:

City Auditor
Fargo City Hall
225 N. Fourth Street
Fargo, ND 58102

and to:

Community Development Planning Director
Attn: Tia Braseth
Fargo City Hall
225 N. Fourth Street
Fargo, ND 58102
(701) 476-4144
tbraseth@fargond.gov

Each notice shall be deemed given and received on the date delivered if served personally or, if sent by United States registered or certified mail or by overnight delivery service, then the day so sent to the

address of the respective party, as provided herein, postage pre-paid. Notices sent by a party's counsel shall be deemed notices sent by such Party.

***Section 10* Administrative Requirements.**
The Subrecipient shall perform the following administrative requirements:

A) Financial Management

a. Accounting Standards
The Subrecipient agrees to comply with 2 CFR 200 - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* except as provided for in 24 CFR 570.502- *Applicability of uniform administrative requirements* and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles
The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

c. Indirect Costs
Any indirect costs charged must be consistent with the conditions of this agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. **Not applicable to this Agreement.**

B) Documentation and Record Keeping

a. Records to be Maintained
The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Record of reimbursable expenses pertaining to the construction and sale of the Property and records of accounts between the City and the Subrecipient shall be kept on a generally recognized accounting basis.

Such records shall include but not be limited to:

i. Records providing a full description of each activity undertaken;
ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
iii. Records required to determine the eligibility of activities;
iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D; and
vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

b. Retention

The Subrecipient shall retain all records pertinent to the CDBG Subrecipient Agreement for the longer of three (3) years after the expiration or termination of this Agreement or three (3) years after the submission of the City's consolidated annual performance and evaluation report (CAPER, which is due to HUD annually in July) in which this activity is reported on for the final time.

The City, the U.S. Department of Housing and Development, the Comptroller General of the U.S. or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subrecipient, including receipts, invoices, and other financial records, employment records, and client demographic and income data which are directly pertinent to the agreement for the purpose making an audit, examination, excerpts and transcriptions for a period of five years from completion of the project. All financial records pertaining to this Agreement upon completion shall remain the property of the City.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

c. Client Data

The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be secured under lock and key and made available to the City and HUD monitors or their designees for review upon request. See Exhibit "**A**" for the participant data collection form. This form must be returned to the City.

d. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C) Audits & Inspections

All Subrecipient records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.300-309 and Subpart F of this part with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments.

D) Monitoring & Evaluation

The City reserves the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall reasonably cooperate with the City relating to such monitoring and evaluation.

E) Close-Out

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed per 2 CFR 200 Subpart D, 24 CFR 570.502 and 24 CFR 570.509. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over Grant Funds.

F) Reporting

In addition to any reporting required by applicable law or regulation, the Subrecipient shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

G) Procurement

Reserved.

H) Program Income

Program Income for the purposes of this Agreement includes funds from any future sale of the Property. The Subrecipient agrees to return all income generated from Community Development Block Grant funds to the City if the Property is sold or transferred during the term of this Agreement.

I) Use & Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the City deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall

constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate).

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment.) Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

J) Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 Subpart B, Subpart D, and 24 CFR 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

K) Women & Minority Owned Businesses/Enterprises

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.

As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business

enterprises in lieu of an independent investigation.

L) Davis-Bacon Labor Standards. The Davis-Bacon Act (40 U.S.C. 3141) does not apply to the project described in Section 1 of this Agreement. The City is conveying the Property previously acquired with CDBG funds to the Subrecipient. The City is not awarding CDBG funds to this project.

Section 11 **General Conditions.**

A) Reserved.

Penalties, as set forth in this Agreement and as allowed by law, will apply.

B) General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including Subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

C) Independent Contractor

Nothing contained in this Agreement nor the relationship of the Subrecipient or any of the Subrecipient's contractors to other parties shall make or be construed to make the Subrecipient or contractor, or any of the Subrecipient's or contractor's agents or employees, the agents or employees of the City. The Subrecipient or contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

D) 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.

E) Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F) Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.

G) City Recognition

The Subrecipient shall ensure recognition of the role of the City in providing funding through this Agreement. The Subrecipient shall use best efforts to provide: (1) oral recognition of the City's role and of the federal program as a source of support during major oral presentations related to the Property; and (2) recognition by logo (provided by the City) of the City's role and of the federal program as a source of support in any publicity materials of the project.

H) Assurances

The Subrecipient agrees to use CDBG resources for the purposes authorized by the City. The Subrecipient further agrees to comply with the certifications, attached as Exhibit "**B**," and made a part of this Agreement, which are required by HUD for all CDBG projects.

I) Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties.

J) Venue

In the event of a dispute or litigation arising out of this Agreement, it is understood and agreed that this Agreement was executed and performed in Cass County, North Dakota. Therefore, this Agreement shall be construed and interpreted in accordance with North Dakota law. Any lawsuit shall be brought in state or Federal court in North Dakota and venued in Cass County, North Dakota.

K) Headings

The headings of the sections and paragraphs in this Agreement are for convenience only and do not affect the meanings or interpretations of the contents.

L) Copyright

If this contract results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

M) Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written,

construed, and enforced as so limited.

N) Counterparts

This Agreement may be executed in counterparts with both parties having a fully-executed counterpart.

O) Entire Agreement

Subject to the separate Developer Agreement, of even date hereof, this Agreement Sections 1 through 11, together with Exhibits "A" and "B," constitutes the entire and complete agreement between the parties and supersede all prior representations, negotiations, or agreements whether written or oral.

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.

[Signature Page to Follow]

SIGNED THE ____ DAY OF _____, 20___.

LAKE AGASSIZ HABITAT FOR HUMANITY, INC.,
a Minnesota nonprofit corporation

By: _____
Jim Nelson
Its: Executive Director

Federal ID # _____

DUNS # _____

SIGNED THE ____ DAY OF _____, 20___.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

EXHIBIT "A"

BENEFICIARY DATA COLLECTION FORM

RACE & ETHNICITY DATA REPORT
City of Fargo/Lake Agassiz Habitat for Humanity, Inc.
[702 2nd Street North property]

The following information must be collected by participants of any CDBG-funded project. Please collect the data and submit to the City upon occupancy. All information is strictly confidential (will be reported in aggregated form on a quarterly and an annual basis).

Income

Extremely Low (Less than 30% AMI) _____

Low (30% - 80% AMI) _____

Moderate (80% AMI or less) _____

Non-Low/Moderate (Over 80% AMI) _____

Race/Ethnicity	**Total Number**	**Total Hispanic**
White	_____	_____
Black/African American	_____	_____
Asian	_____	_____
American Indian/Alaskan Native	_____	_____
Native Hawaiian/Other Pacific Islander	_____	_____
American Indian/Alaskan Native & White	_____	_____
Asian & White	_____	_____
Black/African American & White	_____	_____
American Indian/Alaskan Native & Black	_____	_____
Other Multi-Racial	_____	_____

Total (needs to match number assisted) _____

The Number Assisted and the Race all need to total the same number.

EXHIBIT "B"

FEDERAL ASSURANCES

Certifications

This Agreement will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Acts of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1.
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended; and the City will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.
3. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto.
4. Section 3 of the Housing and Urban Development Act of 1968, as amended; the Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and that Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

   The Subrecipient certifies and agrees that no Contractual or other legal incapacity exists that would prevent compliance with these requirements.

   The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
5. Equal Employment Opportunity, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, 13279, 13665, 13672 and including E.O. 12107, and implementing regulations issued at 41 CFR Chapter 60; and Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement, the Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Nondiscrimination and Equal Opportunity in Housing, Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107.
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect.
8. The American with Disabilities Act of 1990.
9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect.

10. Lobbying

The Subrecipient hereby certifies that:

A) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.

B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

i) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and Agreements under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly.

ii) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

11. Hatch Act, the Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
12. Religious & Political Activities, the Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization or any political activities.
13. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.
14. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
15. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub.L. 93-234).
16. The Uniform Administrative requirements, set forth in 24 CFR Part 570.502, and 24 CFR 85, and the requirements of OMB Circular Nos. A-87, A-128, A-122, A-21 and A-110 implemented at 24 CFR Part 84 as they relate to the acceptance and use of Federal funds under this federally assisted program, including but not limited to the regulations pertaining to inventions, reporting and patent rights, and copyrights.

17. The Clean Air Act (42 U.S.C. 7401 et. seq.).
18. HUD environmental standards (24 C.F.R Part 51, Environmental Criteria and Standards (44FR 40860-40866, July 12, 1979).
19. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et. seq., and 21 U.S.C. 349), as amended.
20. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. seq.) as amended.
21. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.), as amended.
22. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et. seq.), as amended by the Archeological and Historical Preservation Action of 1974.
23. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), as amended.
24. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. seq.).
25. The lead based paint requirements of 24 C.F.R. Part 35 issued pursuant to the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.).
26. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et. seq.) as amended;
27. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 C.F.R. 8921 et. seq.).
28. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the Department of Labor regulations (29 C.F.R., Part 3).
29. The Davis Bacon Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) as supplemented by the Department of Labor regulations (29 C.F.R., Part 5); Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the Department of Labor regulations (29 CFR, Part 5), and the attached Federal Labor Standards Provisions.

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

(21)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

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

DATE: MAY 13, 2021

RE: APPROVE AGREEMENTS BETWEEN THE CITY OF FARGO AND LAKE AGASSIZ HABITAT FOR HUMANITY, INC. FOR A LAND TRANSFER AND NEW CONSTRUCTION AT 1529 10 AVENUE SOUTH (CDBG AND HOME GRANT FUNDS)

At the January 25, 2021 City Commission meeting, a total of $400,000 in HOME funds under the 2020 Annual Action Plan was approved for the creation of affordable, single-family housing to be occupied by low-to-moderate income households. Of this approved amount, $200,000 was awarded to Lake Agassiz Habitat for Humanity, Inc.

A project site, activity, and budget were identified and approved at the May 3, 2021 City Commission meeting for one of the projects that Lake Agassiz Habitat for Humanity, Inc. will be carrying out under the 2020 Annual Action Plan.

The project location is at 1529 10th Avenue South in Fargo (which the City of Fargo previously purchased with U.S. Department of Housing and Urban Development Community Development Block Grant funds). The activity will include new construction of a single-family home on this land, which will be donated by the City of Fargo. The proposed HOME allocation for new construction on this project site is up to $185,000.

As part of federally-funded projects, incremental steps must be taken in order to comply with federal regulations. At this time, staff is seeking authorization for the execution of the agreements and other documents as necessary to effectuate activities related to this project, which the City Attorney has reviewed. Upon its execution, the City will transfer the property and commit HOME funds to be used on a reimbursement basis during construction of the single-family home at 1529 10 Avenue South.

Recommended Motion: Authorize execution of contractual agreements with Lake Agassiz Habitat for Humanity, Inc., a Minnesota nonprofit corporation, in order to complete the land transfer and commit HOME funds for the construction of a new affordable single-family housing unit at 1529 10 Avenue South.

EQUAL HOUSING OPPORTUNITY

PURCHASE AGREEMENT

City of Fargo/Lake Agassiz Habitat for Humanity, Inc.
[1529 10th Avenue South property]

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into as of _____, 2021 by and between the CITY OF FARGO, a North Dakota municipal corporation ("Seller"), and LAKE AGASSIZ HABITAT FOR HUMANITY, INC., a Minnesota nonprofit corporation ("Buyer").

RECITALS:

A. Seller is the owner of real property located in the City of Fargo, North Dakota and legally described on Exhibit A attached hereto and hereby made a part hereof, together with all rights, title and interest appurtenant thereto (the "Real Property"), the street address for which is 1529 10th Avenue South, Fargo, North Dakota.

B. Seller desires to sell and assign to Buyer, and Buyer agrees to purchase and accept from Seller, the Real Property under the terms and conditions hereunder.

NOW, THEREFORE, in consideration of mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Sale and Purchase. Subject to the terms, conditions, representations and warranties set forth in this Agreement, Seller agrees to sell and assign to Buyer, and Buyer agrees to purchase and accept from Seller, good and marketable title to the Real Property free of all encumbrances, unless otherwise agreed herein.

2. Purchase Price. The purchase price for the Real Property shall be One and no/100 Dollar ($1.00) (the "Purchase Price") and shall be payable as cash, certified check, cashier check or by wire transfer of funds on the Closing Date.

3. Real Estate Taxes and Special Assessments. Taxes and special assessment installments, if any, for the year 2021 that are due and payable in 2022 shall be prorated to the date of closing. Real estate taxes and special assessment installments for the year 2020 due and payable in 2021 and for all prior years are the responsibility of the Seller. Real estate taxes and special assessments for the year 2022 that are due and payable in 2023 and subsequent years are the responsibility of the Buyer.

4. Personal Property. Personal Property included in this transaction is: NONE. Any Personal Property currently on the Real Property shall be removed by Seller prior to the Closing Date.

5. Closing Costs. It is understood and agreed that as part of this purchase, Seller shall be responsible for all and any closing costs, including, but not limited to: updating the abstract of title, the cost of preparation of the deed, the cost of preparation of and recording fees for any documents necessary to remove any liens or encumbrances or to clear title, and the fee for any closing agent or company. In addition, Seller shall pay the cost of recording the deed, the cost of a title opinion, and the cost of an appraisal.

6. Covenants of Seller. Between the date of this Agreement and the Closing Date, Seller shall:

a. comply with all laws, ordinances, regulations and restrictions affecting the Real Property and its use;

b. without first obtaining the prior written consent of Buyer, refrain from creating any mortgage, easement, lien, pledge or any other encumbrance against or in any way affecting the Real Property, and refrain from conveying any leasehold or other interest in the Real Property, with the exception of any permitted encumbrances listed on Exhibit B attached hereto (the "Permitted Encumbrances");

c. refrain from committing any waste or nuisance upon the Real Property; and

d. without first obtaining the prior written consent of Buyer, refrain from entering into any contracts or agreements pertaining to the Real Property, except contracts or agreements which are consistent with Buyer's rights hereunder and which may be terminated prior to the Closing Date.

7. Contingencies.

a. *Contingencies for Benefit of Buyer.* Buyer's obligation to consummate this agreement at closing is contingent upon the following conditions being met to the satisfaction of Buyer on or before closing:

i) Buyer shall be satisfied that Buyer will be receiving marketable record title to the Subject Property, as evidenced by a title opinion issued by a North Dakota licensed attorney or by a commitment for title insurance for the Subject Property.

ii) Buyer and Seller having agreed upon a form of Subrecipient Agreement, as described herein, to be signed and executed by Buyer and Seller at the Closing.

iii) Buyer and Seller having agreed upon a form of Developer Agreement, as described herein, to be signed and executed by Buyer and Seller at the Closing.

iv) The contingencies set forth in this Agreement benefit Buyer and Buyer reserves the right to waive performance of any or all of the conditions. Buyer shall provide Seller with written notice of the failure of any contingency as of the closing and, in such event, this Agreement shall be terminated. If Buyer does not provide Seller with written notice of the failure of any contingency as of the closing, said contingency shall be deemed waived and the parties shall proceed to consummate the closing.

b. *Contingencies for Benefit of Seller.* Seller's obligation to consummate this agreement at closing is contingent upon the following conditions being met to the satisfaction of Seller on or before closing:

i) Seller and Buyer having agreed upon a form of Subrecipient Agreement, as described herein, to be signed and executed by Seller and Buyer at the Closing.

ii) Seller and Buyer having agreed upon a form of Developer Agreement, as described herein, to be signed and executed by Seller and Buyer at the Closing.

iii) The contingencies set forth in this Agreement benefit Seller and Seller reserves the right to waive performance of any or all of the conditions. Seller shall provide Buyer with written notice of the failure of any contingency as of the closing and, in such event, this Agreement shall be terminated. If Seller does not provide Buyer with written notice of the failure of any contingency as of the closing, said contingency shall be deemed waived and the parties shall proceed to consummate the closing.

8. Closing.

a. General; Possession. The closing of the transaction contemplated hereby (the "Closing") shall occur on or before June 2, 2021 (the "Closing Date") or at such other date, time as the parties shall agree in writing and shall occur at The Title Company, 35 4th Street North, Fargo, ND 58102 (the "Closing Agent"). Possession of the Real Property shall be transferred by Seller to Buyer on the Closing Date.

b. Deliveries by Seller at Closing. At the closing, Seller shall deliver to Buyer:

i) A Quitclaim Deed, in recordable form, duly executed by Seller, conveying good and marketable title to the Real Property to Buyer;
ii) A signed Developer Agreement, as described herein;
iii) A signed Subrecipient Agreement, as described herein; and,
iv) Such other documents as may be reasonably required by Buyer, by the Closing Agent, or by the Buyer's title insurance company in order to convey good and marketable title to Buyer and to allow for Buyer to obtain an owner's policy of title insurance in a form reasonably acceptable to Buyer;

(Said documents collectively referred to as the "Seller Closing Documents").

c. Deliveries by Buyer at Closing. At the Closing, Buyer shall deliver to Seller:

i) The entire Purchase Price;
ii) A signed Developer Agreement, as described herein;
iii) A signed Subrecipient Agreement, as described herein; and,
iv) Such other documents as may be reasonably required by Seller or by the Closing Agent.

(Said documents collectively referred to as the "Buyer Closing Documents")

9. Representations and Warranties of Seller. Seller represents and warrants to and covenants with Buyer that: (i) Seller is a municipal corporation under the laws of the State of North Dakota; (ii) Seller has the power to enter into this Agreement and all the Seller's Closing Documents signed or to be signed by it; (iii) each of the Seller's Closing Documents has been or will be duly authorized on the part of Seller prior to its execution executed; and (iv) such documents are or will be valid and binding obligations of Seller, and are or will be enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, creditor's rights and other similar laws. No consents or approvals from any third parties are required for Seller to perform its obligations under this Agreement.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO BUYER, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE REAL PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. Buyer acknowledges that Buyer has already (or, prior to the Closing Date, will have) independently inspected or is otherwise familiar with the Real Property and that Buyer has entered into this Agreement based upon such examination, inspection, familiarity and Buyer's right to conduct the inspections. Buyer agrees that the Real Property is to be sold to and accepted by Buyer at Closing in its then present physical condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED;" specifically (without limiting the generality of the foregoing) without any warranty of (i) the nature or quality of the construction, structural design and/or engineering of any improvements, (ii) the quality of the labor and materials included in the any improvements, (iii) the soil conditions existing at the Real Property for any particular purpose or developmental potential, (iv) the presence or absence of any petroleum or petroleum by-products, hazardous substance, matter or waste in or on the Real Property, and (v) compliance of the Real Property with any applicable environmental laws or regulations.

10. Governing Law. This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of North Dakota.

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

IN WITNESS WHEREOF, the undersigned have signed this Purchase Agreement as of the day and year first written above.

SELLER:

CITY OF FARGO,
a North Dakota municipal corporation

By:_____
Name: Mark Williams
Its: Planning and Development Department
Assistant Director

BUYER:

LAKE AGASSIZ HABITAT FOR HUMANITY, INC.,
a Minnesota nonprofit corporation

By:_____
Name: Jim Nelson
Its: Executive Director

EXHIBIT A

Address and Legal Description

Address: 1529 10th Avenue South, Fargo, ND 58103

Legal Description: Lot Twelve, in Block Eight, of Darling's Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota

EXHIBIT B

Permitted Encumbrances

None.

EXHIBIT C

FORM OF
SUBRECIPIENT AGREEMENT

[attached]

SUBRECIPIENT AGREEMENT

City of Fargo/Lake Agassiz Habitat for Humanity, Inc.
[1529 10th Avenue South property]

THIS AGREEMENT is entered into this ____ day of _____, 2021, by and between the City of Fargo (the "City") and Lake Agassiz Habitat for Humanity, Inc. (the "Subrecipient").

WHEREAS, the City acquired real property located at 1529 10 Ave S in Fargo, ND, (the "Property" as described more fully below) using Community Development Block Grant ("CDBG") funds for the purpose of promoting affordable homeownership for predominantly low to moderate income residents; and,

WHEREAS, the Subrecipient will receive an allocation of up to $185,000 in HOME Investment Partnerships Program funds ("HOME Funds") intended to provide funding for construction costs related to an affordable housing project to be constructed upon said Property in accordance with the terms of a separate agreement, of even date hereof (the "Developer Agreement"), and in accordance with certain laws and regulations identified in said agreement ("HOME Regulations");

WHEREAS, the City and Subrecipient have entered into a Purchase Agreement for the sale of said Property from the City to Subrecipient which Purchase Agreement contemplates the conveyance and transfer of title to the Property at a closing held simultaneous with the signature and execution of this Agreement; and,

WHEREAS, the purpose for the Subrecipient to acquire said Property is to promote affordable homeownership for predominantly low to moderate income residents; and,

WHEREAS, the City has provided Subrecipient with the aforementioned CDBG-acquired property for said purpose; and,

NOW THEREFORE, in consideration of the parties' mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

Section 1 **Statement of Work.**

A) The City has conveyed or will convey to the Subrecipient certain real property located at **1529 10 Ave S, Fargo, North Dakota, Parcel 01-0560-01800-000,** legally described as ***Lot Twelve, in Block Eight, of Darling's Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota*** (the "Property").

B) Project. Subrecipient will construct a single-family home upon the Property in conformance with the terms hereof ("Project"). The home must be sold to an income-eligible homebuyer under the CDBG program, defined as a household earning 80% or less of the Area Median Income of the Fargo-Moorhead Metropolitan Statistical Area (MSA). The income limits must be obtained by the City prior to the Subrecipient selling to the homebuyer. Subrecipient must provide

income verification documentation to the City of Fargo prior to the closing with the homebuyer. The City of Fargo will review documentation for eligibility under the CDBG requirements.

Section 2 **Responsibility of the City.**
The City will designate one or more representatives who will be authorized to make all necessary decisions required on behalf of the City in connection with, and monitoring the use of, the Property in connection with this Agreement.

Section 3 **Responsibility of the Subrecipient.**

A) Project Timeline. This project is receiving HOME funds for construction of the Project in addition to the transfer of land purchased by the City using CDBG funds. Therefore, the following project timeline requirements apply.

   a. Construction Commencement. Per HOME Regulations, including those under 24 CFR 92.2, Subrecipient must begin construction of a single-family home on the property within twelve (12) months of the Effective Date of the Developer Agreement.

   b. Construction Completion. Construction completion must occur and the home must be occupied within three (3) years of the Effective Date of the CDBG Subrecipient Agreement. Construction is completed when a certificate of occupancy is issued by a building official and/or the City staff inspecting the property.

   c. Sale Deadline. Per HOME Regulations, pursuant to 24 CFR 92.254 within nine (9) months of construction completion as defined in the Developer Agreement Section 6(B)(a)(i) there must be a ratified sales contract with an eligible homebuyer. If there is not a ratified sales contract within nine (9) months, the housing must be rented to an eligible tenant in accordance with the HOME Regulations for rental housing under 24 CFR 92.252 or the HOME Funds must be repaid.

B) Resale. Per HOME Regulations, under 24 CFR 92.254 a HOME-assisted unit must be acquired by a homebuyer whose family qualifies as a low-income family and the housing must be the principal residence of the family throughout the HOME Affordability Period. The HOME Affordability Period is defined in Section 6(A) of the HOME written agreement and is fifteen (15) years.

   The Project is subject to HOME's resale restrictions. If the housing does not continue to be the principal residence of the family for the duration of the affordability period, the housing must be made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as the family's primary residence. The HOME Resale Requirements are defined in Section 6(C) of the HOME written agreement.

C) Subrecipient will maintain the Property until it is conveyed to the homebuyer (i.e., snow, ice, grass, weeds, etc.).

D) The City acquired the Property with CDBG funds. Therefore, the Subrecipient must meet a CDBG National Objective within the term outlined in Section 3-A of the agreement. The Subrecipient certifies that the activity carried out under this Agreement will meet the Low Moderate Housing

National Objective under 570.208(a)(3) by serving individuals at or below 80% of median family income.

***Section 4* Effective Date and Term of Agreement.**

A) This Agreement shall be deemed to be effective as of the date and year first above-written or, if the date and year is not completed above, then upon the date last signed by the parties, below (the "Effective Date").

B) The Term of this Agreement shall extend from the Effective Date until the date the Project is first occupied by an income qualified family, as defined by HOME regulations.

***Section 5* Events of Default.**

Each of the following shall constitute a default (**"Event of Default"** or **"Default"**) by the Subrecipient under this Agreement:

A) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.

B) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

a. Failure of the Subrecipient to materially comply, perform, fulfill or observe an obligation under this Agreement shall be deemed to have occurred when such failure or violation has continued for thirty (30) days after receipt of written notice to the Subrecipient by the City identifying with particularity the failure or violation.

If such failure or violation is not reasonably capable of being cured within such thirty (30) day period, there shall exist no Event of Default if the Subrecipient promptly advises the City of the Subrecipient's intention to duly institute all steps reasonably necessary to cure such default and the Subrecipient promptly commences cure of such failure or violation within such thirty (30) day period and diligently pursues such cure to completion. Such additional time for cure shall not exceed one-hundred eighty (180) days after receipt of the initial written notice to the Subrecipient by the City.

C) Ineffective or improper use of the Property provided under this Agreement.

D) The Subrecipient has instituted voluntary proceedings in bankruptcy;

E) Involuntary proceedings in bankruptcy have been instituted against the Subrecipient that are not discharged within ninety (90) days thereafter;

F) Any proceedings have been instituted by or against the Subrecipient under any Law relating to insolvency or bankruptcy reorganization, and in the case of an involuntary proceeding, that is not discharged within ninety (90) days after filing;

G) A trustee or receiver has been appointed for the Subrecipient by any court of competent jurisdiction, or (v) the Subrecipient shall make a general assignment for the benefit of its creditors; or

H) Any representation or warranty made by the Subrecipient herein shall prove to have been incorrect when made, in any material respect.

I) Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

***Section 6* Remedies Upon Event of Default.**

A) Upon the occurrence of an Event of Default, the City will have the right to exercise any of the following remedies:

a. Exercise any remedy afforded hereunder.

b. Seek specific performance or other equitable relief.

c. Sue for monetary damages.

d. In accordance with 2 CFR 200.388, if the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the City may impose additional conditions, as described in 2 CFR 200.207 'Specific conditions.'

e. In accordance with 24 CFR 570.503, in addition to such remedies provided for above, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, in accordance with 2 CFR Part 200, Subpart D.

f. Should the Subrecipient not perform all activities outlined within Section 3 of this Agreement within three years of the Effective Date of this Agreement, the City will have the option of:

i. Requiring the Subrecipient to surrender the Property and deed it back to the City.
ii. Requiring the Subrecipient to pay a penalty in an amount equal to the assessed land value at time of surrender.

B) Remedies Cumulative; Limitation on Remedies; Waiver. All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity, subject, however, to any limitation on damages, fees and costs as provided for in this Agreement. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies, or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written

waiver. Neither payment of a lesser amount than the sum due hereunder, nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party or Parties may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

C) Limited Recourse Obligations; Members and Officers Not Liable. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any member, director, officer, employee, or agent of the City in his or her individual capacity, and no recourse shall be had for any Claim hereunder against any member, director, officer, employee, or agent of the City in such capacity.

All covenants, stipulations, promises, agreements, and obligations of Subrecipient contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of Subrecipient and not of any shareholder, member, partner, owner, manager, officer, employee, or agent of Subrecipient in his or her individual capacity, and no recourse shall be had for any Claim hereunder against any shareholder, member, partner, owner, manager, officer, employee, or agent of Subrecipient in such capacity.

***Section 7* Amendments.**

A) The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

B) The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change of funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

***Section 8* Assignability & Subcontractors.**

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

Assignability and subcontracts are prohibited.

***Section 9* Notices.**

All notices, requests, consents, or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States registered or certified mail or overnight delivery service to the parties as follows (or at such other address as a party may from time to time designate by notice given pursuant to this section):

To Subrecipient:

Habitat for Humanity
Attn: Jim Nelson, Executive Director
210 11 Street North
Moorhead, MN 56560
(218) 359-0360
jim@lakeagassizhabitat.org

or to:

The Registered Agent for services of process for Subrecipient

To City:

City Auditor
Fargo City Hall
225 N. Fourth Street
Fargo, ND 58102

and to:

Community Development Planning Director
Attn: Tia Braseth
Fargo City Hall
225 N. Fourth Street
Fargo, ND 58102
(701) 476-4144
tbraseth@fargond.gov

Each notice shall be deemed given and received on the date delivered if served personally or, if sent by United States registered or certified mail or by overnight delivery service, then the day so sent to the address of the respective party, as provided herein, postage pre-paid. Notices sent by a party's counsel shall be deemed notices sent by such Party.

***Section 10* Administrative Requirements.**
The Subrecipient shall perform the following administrative requirements:

A) Financial Management

a. Accounting Standards
The Subrecipient agrees to comply with 2 CFR 200 - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* except as provided for in 24 CFR 570.502- *Applicability of uniform administrative requirements* and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

c. Indirect Costs

Any indirect costs charged must be consistent with the conditions of this agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. **Not applicable to this Agreement.**

B) Documentation and Record Keeping

a. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Record of reimbursable expenses pertaining to the construction and sale of the Property and records of accounts between the City and the Subrecipient shall be kept on a generally recognized accounting basis.

Such records shall include but not be limited to:

i. Records providing a full description of each activity undertaken;
ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
iii. Records required to determine the eligibility of activities;
iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D; and
vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

b. Retention

The Subrecipient shall retain all records pertinent to the CDBG Subrecipient Agreement for the longer of three (3) years after the expiration or termination of this Agreement or three (3) years after the submission of the City's consolidated annual performance and evaluation report (CAPER, which is due to HUD annually in July) in which this activity is reported on for the final time.

The City, the U.S. Department of Housing and Development, the Comptroller General of the U.S. or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subrecipient, including receipts, invoices, and other financial records, employment records, and client demographic and income data which are directly pertinent to the agreement for the purpose making an audit, examination, excerpts and transcriptions for a period of five years from completion of the project. All financial records pertaining to this Agreement upon completion shall remain the property of the City.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

c. Client Data

The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be secured under lock and key and made available to the City and HUD monitors or their designees for review upon request. See Exhibit "**A**" for the participant data collection form. This form must be returned to the City.

d. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C) Audits & Inspections

All Subrecipient records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.300-309 and Subpart F of this part with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments.

D) Monitoring & Evaluation

The City reserves the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall reasonably cooperate with the City relating to such monitoring and evaluation.

E) Close-Out

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed per 2 CFR 200 Subpart D, 24 CFR 570.502 and 24 CFR 570.509. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over Grant Funds.

F) Reporting

In addition to any reporting required by applicable law or regulation, the Subrecipient shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

G) Procurement

Reserved.

H) Program Income

Program Income for the purposes of this Agreement includes funds from any future sale of the Property. The Subrecipient agrees to return all income generated from Community Development Block Grant funds to the City if the Property is sold or transferred during the term of this Agreement.

I) Use & Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the City deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate).

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment.) Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

J) Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 Subpart B, Subpart D, and 24 CFR 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

K) Women & Minority Owned Businesses/Enterprises

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.

As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

L) Davis-Bacon Labor Standards. The Davis-Bacon Act (40 U.S.C. 3141) does not apply to the project described in Section 1 of this Agreement. The City is conveying the Property previously acquired with CDBG funds to the Subrecipient. The City is not awarding CDBG funds to this project.

***Section 11* General Conditions.**

A) Reserved.

Penalties, as set forth in this Agreement and as allowed by law, will apply.

B) General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including Subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

C) Independent Contractor

Nothing contained in this Agreement nor the relationship of the Subrecipient or any of the Subrecipient's contractors to other parties shall make or be construed to make the Subrecipient or contractor, or any of the Subrecipient's or contractor's agents or employees, the agents or employees of the City. The Subrecipient or contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

D) 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.

E) Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F) Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.

G) City Recognition

The Subrecipient shall ensure recognition of the role of the City in providing funding through this Agreement. The Subrecipient shall use best efforts to provide: (1) oral recognition of the City's role and of the federal program as a source of support during major oral presentations related to the Property; and (2) recognition by logo (provided by the City) of the City's role and of the federal program as a source of support in any publicity materials of the project.

H) Assurances

The Subrecipient agrees to use CDBG resources for the purposes authorized by the City. The Subrecipient further agrees to comply with the certifications, attached as Exhibit "**B**," and made a part of this Agreement, which are required by HUD for all CDBG projects.

I) Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties.

J) Venue

In the event of a dispute or litigation arising out of this Agreement, it is understood and agreed that this Agreement was executed and performed in Cass County, North Dakota. Therefore, this Agreement shall be construed and interpreted in accordance with North Dakota law. Any lawsuit shall be brought in state or Federal court in North Dakota and venued in Cass County, North Dakota.

K) Headings

The headings of the sections and paragraphs in this Agreement are for convenience only and do not affect the meanings or interpretations of the contents.

L) Copyright

If this contract results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

M) Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

N) Counterparts

This Agreement may be executed in counterparts with both parties having a fully-executed counterpart.

O) Entire Agreement

Subject to the separate Developer Agreement, of even date hereof, this Agreement Sections 1 through 11, together with Exhibits "A" and "B," constitutes the entire and complete agreement between the parties and supersede all prior representations, negotiations, or agreements whether written or oral.

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.

[Signature Page to Follow]

SIGNED THE ____ DAY OF _____, 20___.

LAKE AGASSIZ HABITAT FOR HUMANITY, INC.,
a Minnesota nonprofit corporation

By: _____
Jim Nelson
Its: Executive Director

Federal ID # _____

DUNS # _____

SIGNED THE ____ DAY OF _____, 20___.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

EXHIBIT "A"

BENEFICIARY DATA COLLECTION FORM

RACE & ETHNICITY DATA REPORT
City of Fargo/Lake Agassiz Habitat for Humanity, Inc.
[1529 10th Avenue South property]

The following information must be collected by participants of any CDBG-funded project. Please collect the data and submit to the City upon occupancy. All information is strictly confidential (will be reported in aggregated form on a quarterly and an annual basis).

Income

Extremely Low (Less than 30% AMI) _____

Low (30% - 80% AMI) _____

Moderate (80% AMI or less) _____

Non-Low/Moderate (Over 80% AMI) _____

Race/Ethnicity	**Total Number**	**Total Hispanic**
White	_____	_____
Black/African American	_____	_____
Asian	_____	_____
American Indian/Alaskan Native	_____	_____
Native Hawaiian/Other Pacific Islander	_____	_____
American Indian/Alaskan Native & White	_____	_____
Asian & White	_____	_____
Black/African American & White	_____	_____
American Indian/Alaskan Native & Black	_____	_____
Other Multi-Racial	_____	_____
Total (needs to match number assisted)	_____	

The Number Assisted and the Race all need to total the same number.

EXHIBIT "B"

FEDERAL ASSURANCES

Certifications

This Agreement will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Acts of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1.
2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended; and the City will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.
3. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto.
4. Section 3 of the Housing and Urban Development Act of 1968, as amended; the Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

   "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and that Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

   The Subrecipient certifies and agrees that no Contractual or other legal incapacity exists that would prevent compliance with these requirements.

   The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
5. Equal Employment Opportunity, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, 13279, 13665, 13672 and including E.O. 12107, and implementing regulations issued at 41 CFR Chapter 60; and Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement, the Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Nondiscrimination and Equal Opportunity in Housing, Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107.
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect.
8. The American with Disabilities Act of 1990.
9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect.

10. Lobbying

    The Subrecipient hereby certifies that:

    A) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.

    B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

        i) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and Agreements under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly.

        ii) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

11. Hatch Act, the Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
12. Religious & Political Activities, the Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization or any political activities.
13. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.
14. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
15. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub.L. 93-234).
16. The Uniform Administrative requirements, set forth in 24 CFR Part 570.502, and 24 CFR 85, and the requirements of OMB Circular Nos. A-87, A-128, A-122, A-21 and A-110 implemented at 24 CFR Part 84 as they relate to the acceptance and use of Federal funds under this federally assisted program, including but not limited to the regulations pertaining to inventions, reporting and patent rights, and copyrights.

17. The Clean Air Act (42 U.S.C. 7401 et. seq.).
18. HUD environmental standards (24 C.F.R Part 51, Environmental Criteria and Standards (44FR 40860-40866, July 12, 1979).
19. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et. seq., and 21 U.S.C. 349), as amended.
20. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. seq.) as amended.
21. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.), as amended.
22. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et. seq.), as amended by the Archeological and Historical Preservation Action of 1974.
23. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), as amended.
24. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. seq.).
25. The lead based paint requirements of 24 C.F.R. Part 35 issued pursuant to the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.).
26. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et. seq.) as amended;
27. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 C.F.R. 8921 et. seq.).
28. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the Department of Labor regulations (29 C.F.R., Part 3).
29. The Davis Bacon Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) as supplemented by the Department of Labor regulations (29 C.F.R., Part 5); Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the Department of Labor regulations (29 CFR, Part 5), and the attached Federal Labor Standards Provisions.

EXHIBIT D

FORM OF
DEVELOPER AGREEMENT

[attached]

DEVELOPER AGREEMENT

City of Fargo/Lake Agassiz Habitat for Humanity, Inc.

[HOME Investment Partnership - New Construction - 1529 10th Avenue South property]

This DEVELOPER AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2021 ("**Effective Date**"), by and between the City of Fargo, a North Dakota municipal corporation ("**City**"); and Lake Agassiz Habitat for Humanity, Inc., a Minnesota nonprofit corporation ("**Developer**"). (The City and Developer shall be cumulatively referred to herein as the "**Parties**" and separately as a "**Party**").

WHEREAS, the City is a participating jurisdiction under the HOME Investment Partnerships Program, described more fully below, which is a program with the goal of expanding the supply of decent, safe, sanitary, and affordable housing for those of very low-income and low-income; and

WHEREAS, the City requested applications for projects to utilize certain HOME Funds to develop housing to be affordable to low income households and Developer submitted an application for the project referenced in this Agreement; and

WHEREAS, some time ago the City acquired certain real property located at 1529 10 Ave S in Fargo, ND, (the "Property" as described more fully below) using Community Development Block Grant ("CDBG") funds for the purpose of promoting affordable homeownership for predominantly low to moderate income residents; and,

WHEREAS, the City and Developer have entered into a Purchase Agreement for the sale and conveyance of said Property from the City to Developer, which sale and conveyance occurred at a closing held simultaneous with the execution of this Agreement as well as that of a separate agreement of even date hereof setting forth the conditions and terms by which the Developer was to construct a single-family home upon the Property and thereafter sell and convey the home to an income-eligible homebuyer under the CDBG program as described more fully therein, said separate agreement referred to herein as the "Subrecipient Agreement"; and,

WHEREAS, the City and Developer desire to enter into this Agreement in order to memorialize certain agreements pertaining to the Project (as defined below), and their respective rights, duties and obligations relative thereto, all upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the Parties hereby agree as follows:

Section 1 Statement of Work.

The Developer shall construct the project as described in the following statement of work, which shall be referred to herein as the "Project":

A. Project Site. The Project consists of certain real property, with improvements to be constructed in accordance with the Subrecipient Agreement, described as follows:

Lot Twelve, in Block Eight, of Darling's Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota;

the street address for which is 1529 10th Ave S, Fargo, ND 58103 (Parcel #01-0560-01800-000) (the "**Project Site**" or "**Property**", herein).

B. Project Budget. The total estimated development cost is up to $185,000. Developer's budget is attached as Exhibit "C."

Developer shall promptly notify the City of any material changes to the Project budget, including but not limited to material increases in project costs, change orders, and the receipt or availability of additional sources of funds not previously disclosed. The City reserves the right to reduce its HOME commitment or require Developer to contribute additional funds needed to complete the Project if the changes to the Project budget are material and result in either the over-subsidization or under-funding of the Project based on a City underwriting analysis.

C. Use of HOME Funds. Using HOME Funds, the Developer shall develop and construct an affordable, one-unit, single-family home in accordance with the requirements of the National Affordable Housing Act of 1990, as the amended, HOME Investment Partnership Program, and all federal rules, regulations, and policies promulgated thereunder (said act, program, rules, regulations, and policies collectively, as amended from time to time), said requirements referred to herein as "**HOME**" or the "**HOME Program**", with said home to be occupied by an income-eligible homebuyer as defined in the HOME Program but generally described as a household earning 80% or less of the Area Median Income ("AMI"). The term "HOME Funds" means funds received from the U.S. Department of Housing and Urban Development pursuant to the HOME Program.

D. HOME-assisted Unit. This single-family home shall be designated as a HOME-assisted unit.

For purposes of this Agreement, a "HOME-assisted unit" is deemed to be a dwelling unit within the Project that is required to meet the income restrictions of the HOME program and other terms of this Agreement.

E. Environmental Review. The City has completed an Environmental Review of the Project Site. No adverse environmental impacts were identified in the Project's total environmental review. The Project is in compliance with Executive Order 12898.

F. Davis-Bacon Labor Standards. As the Project does not consist of twelve (12) or more HOME-assisted units, the Davis-Bacon Act (40 U.S.C. 3141) does not apply as it relates to the funds covered under this agreement.

G. Property Standards. As a new construction activity, Developer shall construct the Project to the following property standards (24 CFR 92.251) to ensure the housing is safe, sanitary, and in good repair.

a. State and local codes, ordinances, and zoning (including disaster mitigation in accordance with these State and local codes, ordinances, or other State and local requirements, or other requirements established by HUD as applicable).

b. HUD's Housing Quality Standards ("**HQS**"), as set forth in 24 CFR 982.401.

c. Accessibility. The housing must meet the federal accessibility requirements of:

i. 24 CFR Part 8 (HUD's implementing regulations of Section 504 of the Rehabilitation Act of 1973)
ii. 28 CFR Part 35 & 36 (Department of Justice's implementing regulations of Subtitle A of Title II and Subtitle A of Title III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008)
iii. Architectural Barriers Act of 1968
iv. Uniform Federal Accessibility Standard ("UFAS")

H. Lead-Based Paint. Not applicable in new construction.

I. Schedule for Completion of Work. The Developer's schedule for completion of the Statement of Work is set forth on Exhibit "H", attached hereto and incorporated as if set forth fully herein. Notwithstanding said schedule, Developer shall in no event exceed the following mandatory deadlines:

a. Construction of the Project must begin within twelve (12) months of the Effective Date of this HOME Developer Agreement (24 CFR 92.2). As defined in Section 3(A)(b) of the CDBG Subrecipient Agreement, the Project must be complete and occupied within three (3) years of the Effective Date of the CDBG Subrecipient Agreement. Failure to complete and occupy the Project within three (3) years will:

1. Require repayment of all HOME funds invested
2. Require repayment of an amount equal to the current fair market land value for CDBG funds invested, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property (See Section 10(H) of the Subrecipient Agreement).

b. Developer shall expend all HOME Funds by June 2, 2024.

J. Maximum Property Value. Per 24 CFR 92.254, the value of any homebuyer/homeowner-occupied property may not exceed 95% of the median purchase price for single-family, new construction units for the area as published by HUD for the current year. At the time of this Agreement, the sales price limit for the Fargo, ND-MN MSA for a newly-constructed, one-unit property is $263,000.

K. HOME Subsidy Limit. Upon Project Completion, the per-unit subsidy invested in the Project's HOME-assisted units shall not be less than $1,000 or more than the maximum HUD limit. As of the Effective Date of this Agreement, the maximum subsidy limit per HOME-assisted unit is:

- $175,752 for a 1-bedroom unit
- $213,718 for a 2-bedroom unit
- $276,482 for a 3-bedroom unit
- $303,490 for a 4-bedroom unit

Section 2 ***City to Advance HOME Funds.***

A. Amount of HOME Funds. The City will advance and remit to Developer the maximum sum of up to **ONE HUNDRED EIGHTY-FIVE THOUSAND and 00/100 DOLLARS ($185,000.00)** (**"HOME Funds"**) under terms and conditions set forth below.

- Up to $185,000 from the 2020 Program Year HOME allocation

B. Source of HOME Funds. The HOME Funds are from the City's HOME Investment Partnership allocation of:

Program Year 2020: $495,115.00 awarded to the City of Fargo on March 8, 2021; Federal Award Identification Number M-20-MC-38-0220, CFDA 14.239, DUNS 07-026-5871.

C. Form of Assistance. The City will advance the HOME Funds in the form of a grant to Developer.

D. Other Non-HOME Program Funds. Developer received the Property (land parcel at 1529 10th Ave. S.) which was purchased with Community Development Block Grant funds for the purpose of Developer to construct single-family homeowner affordable housing.

With respect to funds provided or advanced under any federal program, the Project will be funded only by HOME funds.

Section 3 ***HOME Program Requirements.***

As a recipient of HOME funds, Developer shall comply with all federal laws and regulations, now or in the future as amended listed in Exhibit "E." In addition, acceptance of HOME funds requires compliance with specific HUD regulations further described in this section.

A. Affirmative Marketing. As the Project does not consist of five (5) or more HOME-assisted units, the Affirmative Marketing requirements at 24 CFR 92.351 do not apply.

B. Displacement, Relocation, and Acquisition. Developer shall take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the Project. Developer shall comply with appropriate relocation and real property acquisition requirements as provided in 24 CFR 92.353.

This Project will be constructed on vacant land and will not result in displacement.

C. Conflict of Interest. Per 24 CFR 92.356 the following parties may not occupy a HOME-assisted affordable housing unit in the Project during the Affordability Period:

a. The Project owner, developer, or sponsor;

b. Any officer, employee, agent, elected or appointed official or consultant of the owner, developer, or sponsor;

c. Any immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor.

D. Equal Access. As the Project is considered housing assisted by HUD, it shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status pursuant to 24 CFR 5.105(a)(2).

E. Religious Activities and Faith-Based Organizations (92.257; 5.109). Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Developer is prohibited from using the Federal financial assistance received to support or engage in any explicitly religious activities such as, but not limited to, worship, religious instruction, or proselytization, or in any other manner prohibited by law.

F. Land Use Restrictive Agreement. Developer shall arrange for the execution of a Land Use Restrictive Agreement ("LURA") upon completion of the Project and the marking of the Project as complete in HUD's disbursement and information system, and the City is hereby authorized to record the LURA against the Project Site, as defined in Section 1(A), at the office of the Cass County Recorder. Said LURA shall be substantially in conformance with the form of LURA attached as Exhibit "A."

G. Historic Preservation. Developer shall require its contractors or subcontractors to stop construction if ground disturbance related to this Project results in the discovery of any bones, artifacts, foundations, or other indications of past human occupation and notify both the State Historic Preservation Office and the City immediately.

Section 4 Developer Responsibilities During the Award Period.

The following section describes the responsibilities of Developer after the Effective Date of this Agreement and before the commencement of the Affordability Period. Developer shall comply with the below provisions.

A. Report During the Development Phase. Developer shall report not less than quarterly on progress toward commencement of construction. Quarterly reports will be due on the 15th of the month following the end of the previous quarter. Developer shall submit this report regardless of whether a disbursement is requested from the City. "Report" shall mean a format determined acceptable to the City and may consist of conference calls and/or brief written reports.

B. Report During Construction. Once construction commences, Developer shall report on construction progress on a monthly basis. "Report" shall mean a format determined acceptable to the City and may consist of conference calls, and/or brief written reports with photos.

C. Request Disbursements During Construction. Developer shall make disbursement requests for HOME Funds from the City during construction no more frequently than monthly and no less frequently than quarterly; unless otherwise authorized by the City in writing. Disbursement requests must meet the criteria described in Section 5(A) "Disbursement." Developer shall use the template "HOME Disbursement Request" form attached as Exhibit "F."

D. Report Prior to Project Completion. Developer shall submit the City's "HOME Benefit Form" (Exhibit "B") prior to completion of the Project. Developer may use their own form, but the form must include, at a minimum, all of the information that is noted on the City's "HOME Benefit Form." This form is a part of the Project closeout items that must be submitted to the City before the Final Disbursement (10% retainage) will be paid to Developer.

Section 5 City Responsibilities During the Award Period.

The following section describes the responsibilities of the City after the Effective Date of this Agreement and before the commencement of the Affordability Period.

A. Disbursement. The City shall remit funds upon receiving a disbursement request from Developer, provided that:

a. Funds are needed for payment of HOME-eligible costs. The amount of each request must be limited to the amount needed.

b. Developer has not already made a disbursement request during the calendar month (unless an exception has been granted in writing by the City).

c. Developer is not in material default under the terms of this Agreement, and no event shall exist, which by notice, passage of time, or otherwise would constitute an event of default under this Agreement.

d. The Project shall not have been materially damaged by fire or other casualty.

e. Developer has provided documentation of direct costs, such as invoices or receipts, which the Developer certifies are true and correct copies of payments due for an activity covered by this Agreement and made in accordance with the Statement of Work.

f. After inspection of the Project and review and approval of the work performed, the City will approve the disbursement request. Photos of the completed work may be taken as part of disbursement request approval. The City reserves the right to conduct progress inspections at any reasonable time prior to final completion of the Project.

B. Retainage. All disbursement requests will be made in full as provided hereunder except that the final ten percent (10%) of HOME Funds, will be retained by the City without interest accrual, and be paid as a Final Disbursement upon the City's receipt of all Project closeout items listed in the City of Fargo's HOME Project Completion Policy.

C. Project Completion Inspection. To ensure the Project meets the Property Standards, the City shall conduct an HQS inspection prior to occupancy. This inspection and all corrective or remedial actions must be completed before the City will issue the Final Disbursement and mark the Project complete in HUD's disbursement and information system.

D. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of the Developer to assure that the terms of this agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Developer shall reasonably cooperate with the City relating to such monitoring and evaluation.

Section 6 Affordability Period and Resale Requirements.

The following section describes the responsibilities of the Developer during the Affordability Period. Developer shall comply with the below provisions.

A. Length of Affordability Period. The applicable periods for affordability are specified in the following table:

Homeownership Assistance HOME Amount Per-Unit	Minimum Period of Affordability in Years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Source: HUD Regulation 24 CFR 92.254(a)(4)

The Property is a single-family housing project that is subject to the resale requirements with a total HOME Program investment of more than $40,000 and, therefore, the affordability period requirements as described in 24 CFR Part 92 shall be applicable to the Property for a minimum period of fifteen (15) years, subject to the possible extension thereof in accordance with said Part 92 as further described below. Therefore, the applicable period for affordability under the HOME Program requirements shall be deemed to commence on the date of conveyance and transfer of ownership of the Project by Developer to a HOME Program-eligible owner, and such period shall end and terminate fifteen (15) years thereafter ("Affordability Period"); provided, however, that the length of the Affordability Period may be subject to extension or other modification in accordance with the HOME Program, including such occurrence that the Project is not sold within the nine-month period after Project Completion Date as provided below.

B. Start of Affordability Period. The Affordability Period may not be allowed to commence by Developer until after the Project Completion Date ("Project Completion Date" as defined in paragraph "a", below).

a. Project Completion Date. The "**Project Completion Date**" shall be as defined in 24 CFR 92.2 when: all necessary title transfer requirements and construction work have been performed (construction is completed when a certificate of occupancy is issued by a building official); the project complies with the requirements of 24 CFR Part 92 (including the property standards under 24 CFR 92.251); the final drawdown of HOME funds has been disbursed for the Project; and the Project completion information has been entered into the disbursement and information system established by HUD; provided, however, that the term "Project Completion Date" may be deemed to be a different such date in accordance with particular federal regulations, as the same may be modified from time to time.

i. Nine Month Sales Deadline. Per 92.254(a)(3), if there is no ratified sales contract with an eligible homebuyer for the housing and the HOME-assisted

homebuyer unit is not sold within 9 months of completion of construction, the housing must be rented to an eligible tenant in accordance with the HOME rental requirements found at 24 CFR 92.252 (since this project is new construction, an Affordability Period of 20 years would be required) or the HOME funds must be repaid. If the property is converted to rental housing, the developer of the homebuyer property becomes the owner and property manager of the HOME-assisted rental project.

C. Resale Requirements *(as referenced in the City of Fargo's "Resale and Recapture Policy" for the 2020 Action Plan).* Resale requirements must ensure that if the housing does not continue to be the principal residence of the family for the duration of the affordability period, the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as the family's primary residence.

a. Enforcement of Affordability Period. Pursuant to 24 CFR 92.254(a)(5)(i)(A), covenants running with the land, deed restrictions, or other similar mechanisms must be used as the mechanism to impose the resale requirements.

The City enforces resale requirements via a LURA on the assisted property. The LURA will terminate at the end of the Affordability Period, and upon request, the City will execute a release of the LURA after the end of the Affordability Period.

b. Noncompliance. In the event of noncompliance where the owner is no longer occupying the property during the Affordability Period, the HOME investment that was provided directly to the developer to reduce the development costs for the HOME-assisted property must be repaid by the City to the U.S. Department of Housing and Urban Development.

c. Price at Future Sale. The resale requirement must also ensure that the price at resale provides the original HOME-assisted family a fair return on investment (including the homeowner's investment, which includes the total cash contribution plus any capital improvement credits) and ensure the housing will remain affordable to a reasonable range of low-income homebuyers.

i. Fair Return on Investment. "**Fair Return on Investment**" means the total homeowner investment, which includes the down payment, earnest money, and any approved capital improvement credits, as described below:

1. The amount of the down payment and earnest money paid;
2. The cost of any capital improvements, documented with receipts provided by the homeowner, including but not limited to:
    a. Any additions to the home such as a bedroom, bathroom, or garage;
    b. Replacement of heating, ventilation, and air conditioning systems;
    c. Accessibility improvements such as bathroom modifications for disabled or elderly, installation of wheel chair ramps and grab bars, any and all of which

must have been paid for directly by the owner and which were not installed through a federal, state, or locally-funded grant program; and

d. Outdoor improvements such as a new driveway, walkway, retaining wall, or fence.

3. The value of the owner's investment will be calculated using the Housing Price Index (HPI) Calculator of the Federal Housing Finance Agency (which can be found at FHFA HPI Calculator | Federal Housing Finance Agency). The change in HPI from the original purchase price to the time of sale will be applied to the value of the owner's investment, so that the value of the improvements is increased or decreased by the amount of increase or decrease in the housing market overall;
4. If the market price that provides a fair return to the initial homebuyer is too high to be affordable for a subsequent eligible buyer, the City, at its discretion, may provide additional direct HOME subsidy or other funds, if available, to the subsequent buyer. Such consideration will only be given after the owner has demonstrated they have made all reasonable attempts to sell the unit. The City cannot require the homeowner to adjust the resale price in order to achieve affordability for the subsequent Buyer.

ii. Affordability to a Range of Buyers. The Developer must work with the City to ensure continued affordability to a **range of buyers**, particularly those whose total household incomes range from 40% to no greater than 80% of the Area Median Income (AMI). **Affordability** to a range of buyers shall set the maximum sales price so that the amount of Principal, Interest, Taxes, and Insurance (PITI) does not exceed 38% of the targeted Buyer's annual gross income and the maximum sales price cannot exceed 95% of the median purchase price for single-family housing in the Fargo, ND-MN MSA for the current year. At the time of this Agreement, the sales price limit for the Fargo, ND-MN MSA for a newly-constructed, one-unit property is $263,000. The homeownership sales price limits change annually and are provided by HUD.

d. Approval of Sales Price and Eligible Buyer. If the owner wants to sell their property before the Affordability Period is over, the owner or real estate agent must contact the City and Developer, in writing, at least fourteen (14) days prior to listing the property and receive approval for a proposed listing price in accordance with the affordability restrictions. The listing price cannot exceed 95% of the median purchase price for single-family housing in the Fargo, ND-MN Metropolitan Statistical Area (MSA) for the current year.

After receiving approval of the proposed listing price, the seller may list the property for sale with a real estate agent or broker licensed in the State of North Dakota or the seller may market the property as so-called "for sale by owner," and may enter into a purchase agreement/contract for the sale of the property upon such terms and conditions as the seller deems acceptable, provided that: 1) the purchase price shall not exceed the Maximum Sales Price (defined below)

and 2) the purchase agreement or contract must state, as a contingency, that the buyer will submit the "Notification of Intent to Purchase from Prospective Buyer(s) to the City of Fargo" (which is included in the City's Resale-Recapture Policy) within three (3) days after the purchase agreement/contract is signed by both parties and that the seller's obligations under the purchase agreement/contract are expressly contingent upon the City's determination and approval that the buyer is income eligible to purchase.

i. **"Maximum Sales Price"** means that every transfer of the property by an owner to a buyer (during the Affordability Period) shall be for a purchase price which does not exceed the Maximum Sales Price determined as follows: sales prices shall be set such that the amount of Principal, Interest, Taxes, and Insurance does not exceed 38% of the new buyer's annual gross income, adjusted to a monthly income and the Maximum Sales Price cannot exceed 95% of the median purchase price for single-family housing in the Fargo, ND-MN Metropolitan Statistical Area for the current year. The homeownership sales price limits change annually and are provided by HUD.

e. Right of First Refusal (Purchase Option). If the initial homebuyer decides to sell their property before the Affordability Period is over, Developer will have the option to buy the property from the initial homebuyer. Developer is responsible for ensuring the home will be sold to a subsequent buyer whose family qualifies as low income and will use the property as their principal residence for the remaining years of the Affordability Period. The Affordability Period will resume at the time of title transfer to the new, qualified purchaser. If the new, qualified purchaser receives direct assistance through a HOME-funded program, the Affordability Period will be reset according to the amount of assistance provided.

D. Qualified Homebuyers. During the Affordability Period, the HOME-Assisted Unit must be occupied by a household that is eligible as low-income as determined by HUD and must be the principal residence of the qualified household.

a. Income-Eligible Homebuyer. The home must be sold to an income-eligible homebuyer under the HOME Program, defined as a household earning 80% or less of the Area Median Income ("AMI") of the Fargo-Moorhead Metropolitan Statistical Area (MSA). **The income limits are adjusted annually by HUD and must be obtained from the City prior to the Developer selling to the homebuyer. Developer must provide income verification documentation to the City prior to the closing with the homebuyer.** The City will review documentation for eligibility under the HOME requirements. The income limits that are in effect at the time of the sale to the homebuyer must be used.

As of the Effective Date of this Agreement, income limits can be found online at www.hudexchange.info/programs/home/home-income-limits/.

b. Homebuyer Income Verification. **Income verification is the Developer's responsibility**. The City uses the definition of "annual income" as defined at 24 CFR 5.609.

i. Initial Income Certification. Developer shall determine a household's initial eligibility for a HOME-assisted unit by anticipating a household's income over the next twelve (12) months using at least two months of source documents for all persons 18 years of age and older living in the housing.

ii. Recertification of Income. If six (6) months has elapsed from the initial income verification and before assistance is provided, Developer must re-verify the household's income by requesting updated source documents for all persons 18 years of age and older who will be living in the housing.

iii. Income Certification at Future Sale. If the housing does not continue to be the principal residence of the family for the duration of the affordability period, **Developer must work with the City before the home is listed for sale to ensure the housing is made available to a low-income family who will use the property as the family's primary residence**.

c. Homebuyer Counseling. Per 24 CFR 92.254(a)(3), the (initial and all subsequent) income-eligible homebuyers must receive housing counseling by a HUD-certified housing counselor. Documentation of this counseling will be required for the project file.

d. Fees. Per 24 CFR 92.504(c)(3)(xi), Developer is prohibited from charging servicing, origination, processing, inspection, or other fees for the costs of providing homeownership assistance.

Section 7 ***Reporting.***

A. Reporting. Developer shall maintain complete and organized records. This section sets forth the manner by which the Developer shall maintain records and report to the City.

a. Project Records. Representatives of the City, HUD, the Comptroller General of the United States, or their designees may examine any records or information accumulated relating to this Agreement. Developer shall maintain administrative and financial records as required by 24 CFR 92.508.

b. Record Retention. All Project Records must be retained until five years after the end of the Affordability Period (24 CFR 92.508(7)(c)(2)).

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Section 8 Enforcement.

A. Default. The following shall constitute an event of default by Developer under this Agreement and subject to remedy if not corrected within the identified Corrective Action Period (Subsection B, below).

a. Failure to meet the Affordability Requirements during the Affordability Period;

b. Failure to comply with HOME Program regulations, fair housing laws, and other federal requirements;

c. Any event of fraud, material misrepresentation, gross negligence, or willful misconduct in the execution or performance of this Agreement or in its application for participation in the HOME Program.

d. Use of funds for activities or uses that are not HOME-eligible costs.

e. Any other material breach of the terms and conditions of this Agreement by the Developer or any of its Employees, Contractors, or Agents.

B. Corrective Action Period. In the event of default by Developer, Developer shall have thirty (30) days* from the receipt of written notice by the City to initiate corrective action, with the exception of failure to maintain the property in accordance with Property Standards that are impacting a safe, decent, and sanitary environment for persons onsite, which shall be corrected within a set time as indicated in written notice.

*Thirty (30) day period shall be extended as the City deems necessary in City's reasonable discretion, in the event that:

a. Developer has initiated and is diligently pursuing a cure to the reasonable satisfaction of the City, or;

b. The action to cure the default reasonably requires more than thirty (30) days.

C. Remedies. If Developer fails to cure the default, the City shall have the following remedies:

a. The City may terminate this Agreement.

b. The City may require the Developer to remit repayment to the City, all HOME Funds advanced by the City under this Agreement.

c. The City may withhold any further payments to be made under this Agreement until such time as Developer's breach has been cured to the satisfaction of the City.

d. The City may apply to any appropriate court, State or Federal, for such other relief as may be appropriate and allowed by law.

e. Enter upon the Property and take possession thereof, together with the Project then in the course of construction, and proceed either in its own name or in the name of the Developer, as the attorney-in-fact of the Developer (which authority is coupled with an interest and is irrevocable by the Developer), to complete or cause to be completed the Project, at the cost and expense of the Developer.

f. Apply sanctions set forth in 24 CFR Part 92, if determined by the City to be applicable.

Any delay by the City in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as therefore arises.

Section 9 Term of Agreement.

This Agreement shall extend for a term commencing upon the Effective Date and ending upon the completion of the Affordability Period.

Section 10 General Provisions.

A. Assignability. This Agreement will not be assigned or transferred by the Developer without the prior written consent of the City. Notwithstanding the foregoing or anything to the contrary set forth herein, interests in the Developer may be transferred without consent or restriction.

B. Independence of Developer. Nothing contained in this Agreement nor the relationship of the Developer to other parties, shall make or be construed to make the Developer, or any of the Developer's agents or employees, the agents or employees of the City. The Developer shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors.

C. Assurances. The Developer shall use HOME Funds for the purposes authorized by the Fargo City Commission. The Developer shall comply with the assurances, attached as Exhibit "E" and made a part of this Agreement, which are required by the Department of Housing and Urban Development for all HOME projects.

D. Conflict of Interest. Developer represents that it has not violated the prohibition against conflicts of interest set forth in 24 CFR 92.356 and further assures that it will not, during the duration of this Agreement, violate said prohibition.

The Developer represents that neither it nor any of its employees, agents, consultants, or officers have any financial interest in the Project to be financed under the Statement of Work, either for themselves or those with whom they have business or immediate family ties (whether by blood, marriage, or adoption and defined in 24 CFR 92.356(b)), and shall not acquire any financial interest in the Project which would conflict with the performance of the Statement of Work required under this Agreement or applicable statute, rule, or regulation during their tenure or for one year thereafter.

E. License and Insurance Requirements. Developer shall comply with all applicable licensing requirements and associated business regulations, whether federal, state, or local. Developer shall purchase and maintain the policies listed in Exhibit "G."

F. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

G. Headings. The headings of the sections and paragraphs in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents.

H. Amendments. Except as set forth in this Agreement, the Agreement may only be modified or amended by written instrument signed by all the parties hereto.

Notwithstanding any terms within this Agreement, in the event that (i) HUD imposes new or modified requirements on existing HOME-assisted projects through regulation, administrative notice, publication, or other notice or (ii) HUD specifically identifies violations of HOME Program requirements pertaining to this Agreement or the Project, Developer shall comply with any new or modified requirements to ensure the Project remains in or is brought into compliance with such requirements. Developer further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to reflect and implement new HOME requirements or correct identified deficiencies. The City shall provide not less than thirty (30) days' notice to the Developer of any such modifications.

I. Indemnification and Hold Harmless. Developer 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 from the intentional or grossly negligent acts or omissions of the Developer, or the Developer's contractors, successors, or assigns in connection with the work on the Property, and the Developer will, at the Developer'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 but not limited to any repayment obligation to HUD incurred by the City under 24 CFR 92.503(b), any reasonable attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof, and other costs and expenses incident to monitoring, remedial actions, proceedings, or investigations and the defense of any claim, arising out of, resulting from, or related to, and to pay the City or its successor in interest, on demand, the full amount of any sum which the City or its successor has paid or becomes obligated to pay on account of:

a. Any material misrepresentation, omission, or the breach of any representation or warranty of the Developer.

b. Any failure of the Developer to materially perform or observe or cause to be performed or observed any term, provision, covenant, or agreement to be performed or observed by the Developer, or after assumption, by a subsequent to the Developer.

c. Any claims, assessments, or liabilities for charges, penalties, liens, taxes, or deficiencies arising from or relating to the use and operation by the Developer, or after an assumption, the Developer's successors to the Property or Project.

d. The manufacture, generation, storage, use, treatment, transportation, or disposal of solid waste, or any toxic or hazardous materials, substances, or pollutants either directly or indirectly by the Developer or any of their past or present affiliates on the Project Site described in Section 1, which occurs prior to possession passing from Developer pursuant to a Sheriff's Deed upon completion of a foreclosure or upon acceptance of a Deed in Lieu of Foreclosure.

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 Developer'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 and the City shall indemnify and hold harmless the Developer and any of their 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 from the intentional or grossly negligent acts or omissions of the City or any of its officers, employees, contractors, consultants, representatives, agents, and assigns

J. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties. The Developer may not assign its interests or obligations under this Agreement without the prior written consent of the City.

K. Form of Notices; Addresses. Except for notices of default issued pursuant to Section 8 of this Agreement, all notices, requests, consents, or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States mail or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section):

To Developer:

Lake Agassiz Habitat for Humanity, Inc.
Attn: Jim Nelson, Executive Director
210 11 Street North
Moorhead, MN 56560
(218) 359-0360
jim@lakeagassizhabitat.org

To City:

City of Fargo
Department of Planning and Development
Attn: HOME Program
225 4 Street North
Fargo, ND 58102

With respect to notices of default issued pursuant to this Agreement, including Section 8, all such notices shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States registered or certified mail or overnight delivery service to the Parties at the same address as above (or at such other address as a Party may from time to time designate by notice given pursuant to this Section).

Each notice shall be deemed given and received on the date delivered if served personally or, if sent by United States mail or by overnight delivery service, then the day so sent to the address of the respective Party, as provided in this Section, postage pre-paid. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

a. Calculation of Time. Unless otherwise stated, all references to "day" or "days" shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

L. Venue. In the event of a dispute or litigation arising out of this Agreement, it is understood and agreed that this Agreement was executed and performed in Cass County, North Dakota. Therefore, this Agreement shall be construed and interpreted in accordance with North Dakota law. Any lawsuit shall be brought in state or federal court in North Dakota and venued in Cass County, North Dakota.

M. Memorandum of Agreement. Simultaneous with the execution of this Agreement, the Parties will execute a Memorandum of Agreement in a form substantially similar to that which is attached hereto as Exhibit "D" and either Party is authorized to record said instrument against the Property at the Office of the Cass County Recorder.

N. Entire Agreement. Subject to the separate Subrecipient Agreement, of even date hereof, this Agreement, Sections 1 through 10, together with Exhibits "A" – "H", including the Land Use Restrictive Agreement, and proposal and application for participation in the program submitted by Developer, which are specifically incorporated herein, represent the entire agreement between the parties and supersede all prior representations, negotiations, or agreements whether written or oral.

[Execution Page to Follow]

SIGNED THE ____ DAY OF _____, 20___.

LAKE AGASSIZ
HABITAT FOR HUMANITY, INC.,
a Minnesota nonprofit corporation

By: _____
Jim Nelson
Its: Executive Director

Federal ID # _____

DUNS # _____

SIGNED THE ____ DAY OF _____, 20___.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

EXHIBIT "A"

LAND USE RESTRICTIVE AGREEMENT (LURA) TEMPLATE

(to be signed by homebuyer at the time of the closing with the homebuyer)

DECLARATION OF LAND USE RESTRICTIVE AGREEMENT
(SINGLE FAMILY HOMEOWNERSHIP PROGRAM)

FARGO HOME PROGRAM

THIS "Declaration of Land Use Restrictive Agreement" (this "Declaration") is declared and established as of the [DAY] day of [MONTH], [2021] by [PROPERTY OWNER], [LEGAL STATUS], whether one or more ("Property Owner", whether one or more parties), and is binding upon the Property Owner's successors and assigns in interest, and is granted to CITY OF FARGO, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, ND 58102 ("City"), on the land and improvements hereinafter described.

WITNESSETH:

WHEREAS; Property Owner owns in fee simple of residential land and improvements located in Cass County, North Dakota, legally described as follows:

Lot Twelve, in Block Eight, of Darling's Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

(hereinafter "Subject Property") the street address for which is 1529 10th Avenue South, Fargo, ND 58103.

WHEREAS; Lake Agassiz Habitat for Humanity, Inc., a Minnesota nonprofit corporation ("Developer"), constructed upon the Subject Property an affordable, one-unit, single-family home (the "Project") pursuant to, and in accordance with, a Developer Agreement between Developer and the City; and

WHEREAS; Developer applied to the City for HOME funds made available by funds received from the US Department of Housing and Urban Development (HUD), (said funds hereinafter collectively referred to as the "HOME Funds"), provided through the provisions of the National Affordable Housing Act of 1990, HOME Investment Partnership Program, and pursuant to all federal rules, regulations and policies promulgated thereunder (herein said act, program, rules, regulations and policies collectively referred to as the "HOME Program"), which HOME Program is being administered by the Department of Planning and Development of the City; and

WHEREAS; ownership of the Subject Property was transferred to Property Owner from Developer, which previously entered into a Developer Agreement ("Developer Agreement") with the City, concerning the Subject Property above, for the providing of certain HOME Funds setting forth terms by which Developer will receive the proceeds of the HOME Funds, and for which a Memorandum of Agreement was recorded at the Office of the Cass County, North

Dakota, Recorder on the ___ day of _____, 20___, as Document No. _____;
and

WHEREAS; the HOME Program, as adopted by City, requires that this Declaration be executed, delivered, and recorded against the Subject Property so as to create certain covenants running with the land for the purpose of enforcing certain requirements regulating and restricting the use, occupancy, income, sale and transfer of the Subject Property; and

WHEREAS; Property Owner, with this Declaration, intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use, income, occupancy, sale, and transfer of the Subject Property shall be and are covenants running with the land for the term of this Declaration and shall be binding upon all subsequent owners of the Subject Property for the term hereof, and are not merely personal covenants of the Property Owner, but are contractual in nature.

NOW, THEREFORE, in consideration of the above recitals and the following mutual covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby declared:

SECTION 1 - RECORDING AND FILING.

Upon execution and delivery of this Declaration by the Property Owner, the City may cause this Declaration and all amendments hereto to be recorded at the Office of the County Recorder in Cass County, North Dakota, and shall pay all fees and charges incurred in connection therewith. Upon recording, the City shall promptly transmit to Property Owner a copy of the executed and recorded Declaration, showing the date and recordation number.

SECTION 2 – RESERVED.

SECTION 3 - COVENANTS TO RUN WITH THE LAND—AFFORDABILITY PERIOD.

Property Owner intends, declares and covenants, on behalf of Property Owner and all future owners and operators of the Project during the Affordability Period, that this Declaration and the covenants and restrictions set forth herein which regulate and restrict the use, occupancy, income, sale and transfer of the Subject Property shall be and are covenants running with the land, binding upon the Property Owner's successors in title and all subsequent owners and operators of the Subject Property, and are not merely personal covenants of the Property Owner, and shall bind the Property Owner, and the benefit shall inure to the City and any past, present or prospective owners of the Project, and the City's respective successors and assigns during the Affordability Period hereof.

The Property Owner agrees that any and all requirements of the laws of the State of North Dakota to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to have been satisfied in full,

and that any requirements or privileges of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that these restrictions run with the land. For the Affordability Period hereof, every contract, deed or other instrument hereinafter executed, encumbering or conveying the Project or any portion thereof shall expressly provide that such agreement is subject to this Declaration, provided however, that covenants contained herein shall survive and be effective regardless of whether such document provides that such instrument is subject to this Declaration.

Affordability Period. The term "Affordability Period" is determined by the total amount of federal funds invested and is a minimum period of fifteen (15) years, for this project, under the HOME Program. The Affordability Period will commence on [DATE], and terminate on [DATE], with the exception that the Affordability Period may be extended by amendment of the HOME Program or in the event of the exercise by Developer of Developer's right of first refusal as set forth herein.

SECTION 4 – REPRESENTATIONS AND WARRANTIES OF THE PROPERTY OWNER.

(A) Property Owner represents and warrants that they have validly executed this Declaration and the same constitute the binding obligation of the Property Owner. The Property Owner has full power, authority, and capacity to enter into the Declaration, to carry out the Property Owner's obligations as described in this Declaration, and to assume responsibility for compliance with all applicable federal rules and regulations.

(B) To the best of the Property Owner's knowledge, the making of this Declaration and the Property Owner's obligations hereunder:

i. Will not violate any contractual covenants or restrictions between the Property Owner or any third party affecting the Subject Property;
ii. Will not conflict with any of the instruments that create or establish the Property Owner's authority;
iii. Will not conflict with any applicable public or private restriction;
iv. Do not require any consent or approval or any public or private authority which has not already been obtained, and;
v. Are not threatened with invalidity or unenforceability by any action, proceeding, or investigation pending or threatened, by or against the Property Owner, without regard to capacity, any person with whom the Property Owner may be jointly or severally liable, or the Subject Property or any part thereof.

(C) No litigation or proceedings are pending or to the best of the Property Owner's knowledge, threatened against the Property Owner which if adversely determined could individually or in the aggregate have an adverse effect on the title to or the use and enjoyment or value of the Subject Property, or any portion thereof, or which could in any way interfere with the consummation of this Declaration.

(D) The Property Owner agrees to comply fully with the requirements of the HOME Program as it may from time to time be amended or modified at 24 CFR Part 92.

SECTION 5 - RESTRICTIONS AND COVENANTS.

The Property Owner agrees and covenants, that throughout the Affordability Period stated in this Declaration, and in order to satisfy the requirements of the HOME Program:

(A) Property Owner will maintain the Subject Property as their principal residence, meaning their primary residence, during the Affordability Period.

(B) Each initial and subsequent purchaser agrees that the Subject Property may not be used as rental housing or an investment property during the Affordability Period.

(C) Each initial and subsequent purchaser agrees not to change the use of the Subject Property, or any part thereof, to a use other than for single-family occupancy.

(D) Subject Property may be resold only to a subsequent purchaser who meets the qualifications set forth in the Developer Agreement.

(E) Developer will verify the income of all purchasers, initial and subsequent, within the Affordability Period.

(F) If Property Owner is going to sell the Subject Property before the Affordability Period is over, Developer will have the option to buy the property from the initial Property Owner ("Right of First Refusal (Purchase Option)"). The Affordability Period will resume at the time of title transfer to the new, qualified purchaser. If the new, qualified purchaser receives direct assistance through a HOME-funded program, the Affordability Period will be reset according to the amount of assistance provided.

(G) Property Owner or their real estate agent shall notify the City and Developer, in writing, of any potential sale, transfer or exchange of the Subject Property or any portion thereof. Property Owner or their real estate agent shall notify the City at least fourteen (14) days prior to listing the Subject Property for sale if intending to sell the home before the end of the Affordability Period. Property Owner or their real estate agent must receive approval for a proposed listing price in accordance with the affordability restrictions, which provide, among other things, that a listing price for the Subject Property may not exceed 95% of the median purchase price for single-family housing in the Fargo, ND-MN Metropolitan Statistical Area for the current year.

(H) After receiving approval of the proposed listing price, the Property Owner may list the Subject Property for sale with a real estate agent or broker licensed in the State of North Dakota or the Property Owner may market the Subject Property as "for sale by owner", and the Property Owner may enter into a purchase agreement/contract for the sale of the Subject

Property upon such terms and conditions as the Property Owner deems acceptable, provided that: 1) the purchase price shall not exceed the Maximum Sales Price and 2) the purchase agreement or contract must state, as a contingency, that the buyer will submit the "Notification of Intent to Purchase from Prospective Buyer(s) to the City of Fargo" (the form of which may be found in the City's Resale and Recapture Policy and available from the Office of Planning and Development, Fargo City Hall, Fargo North Dakota) within three (3) days after the purchase agreement/contract is signed by both parties and further requiring that the Property Owner's obligations under the purchase agreement/contract be expressly contingent upon the City's determination and approval that the buyer is income-eligible to purchase the Subject Property pursuant to the HOME Program. The term "Maximum Sales Price" means that every transfer of the property by an owner to a buyer (during the Affordability Period) shall be for a purchase price which does not exceed the Maximum Sales Price determined as follows: sales prices shall be set such that the amount of Principal, Interest, Taxes, and Insurance does not exceed 38% of the new buyer's annual gross income, adjusted to a monthly income and the Maximum Sales Price cannot exceed 95% of the median purchase price for single-family housing in the Fargo, ND-MN Metropolitan Statistical Area for the current year. The homeownership sales price limits change annually and are provided by HUD.

(I) The initial or subsequent purchasers may sell, transfer or exchange the Subject Property at any time, but the initial and any subsequent purchasers are hereby required to provide the aforesaid written notification to the City and to obtain the City's written consent to any such purchase, sale, transfer or exchange that the Subject Property is subject to the requirements of this Declaration and such purchasers must agree in writing that such purchase, sale, transfer or exchange is subject to the terms of this Declaration. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Subject Property. All owners agree that the City may void any sale, transfer or exchange of the Subject Property if the buyer or successor or other person fails to assume the requirements of this Declaration.

(J) The parties agree the City may void any sale, transfer or exchange of the Subject Property if the subsequent Property Owner fails to assume the requirements of this Declaration and/or for noncompliance of the terms, conditions and covenants of this Declaration by the Property Owner.

(K) The sale price shall be established as set by the resale provisions.

(L) The Property Owner, upon sale of the Subject Property pursuant to the terms, conditions and covenants of this Declaration may receive a Fair Return on Investment. The term "Fair Return on Investment" means the total Property Owner investment, which includes down payment, earnest money, and any approved capital improvement credits (as described in the City's Resale and Recapture Policy). The value of the Property Owner's investment will be calculated using the Housing Price Index (HPI) Calculator of the Federal Housing Finance Agency. The change in HPI from the original purchase price to the time of sale will be applied to the value of the Property Owner's investment, so that the value of the improvements is

increased or decreased by the amount of increase or decrease in the housing market overall. If the market price that provides a fair return to the initial homebuyer is too high to be affordable for a subsequent eligible buyer, the City, at its discretion, may provide additional direct HOME subsidy or other funds, if available, to the subsequent buyer. Such consideration will only be given after the Property Owner has demonstrated they have made all reasonable attempts to sell the Subject Property. The City cannot require the homeowner to adjust the resale price in order to achieve affordability for the subsequent Property Owner.

SECTION 6 – TERMINATION.

The Project will remain affordable as provided herein, for not less than the full term of the Affordability Period, without regard to the term of any loan or mortgage, repayment of the HOME investment, or the transfer of ownership, except that upon foreclosure or transfer in lieu of foreclosure, this Declaration and the covenants and restrictions set forth herein shall terminate. However, if at any time following the transfer by foreclosure or transfer in lieu of foreclosure, but still during the Affordability Period the Property Owner of record prior to the foreclosure or transfer in lieu of foreclosure, or any newly formed entity that includes the former Property Owner, or those with whom the former Property Owner has or had family or business ties, obtains an ownership interest in the Project, the period of affordability shall be revived according to its original Affordability Period. Notwithstanding anything to the contrary contained herein, at the conclusion of the Affordability Period, so long as Property Owner has maintained and managed the Project in compliance with Property Owner's obligations hereunder, the City shall issue an unconditional release and termination of this Declaration.

SECTION 7 – DEFAULT.

(A) Enforcement and Remedies. If Property Owner defaults in the performance of any of its obligations under this Declaration or breaches any covenant, declaration or restriction set forth herein or in the Developer Agreement (to the extent such Property Owner is required to comply with such covenant, declaration or restriction in such Developer Agreement), and if such default remains uncured for a period of thirty (30) days after notice thereof is given by City, City shall be entitled to apply to any court having jurisdiction of the subject matter for specific performance of the Declaration, for an injunction against any violation of the Declaration, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Declaration, or for such other relief as may be appropriate, it being acknowledged that the beneficiaries of Property Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Property Owner default. City shall be entitled to all its reasonable costs, including attorney fees, in any such judicial action in which City shall prevail.

(B) Remedies Cumulative. Each right, power and remedy of City provided for in this Declaration, now or hereafter existing at law or in equity by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy

provided for in this Declaration, or hereafter existing at law or in equity or by statute, or otherwise, and the exercise or beginning of the exercise by City of any one or more of the rights, powers or remedies provided for in this Declaration or now or hereafter existing at law, in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by City of any or all such other rights, powers or remedies.

SECTION 8 – MISCELLANEOUS.

(A) Additional Documents. The Property Owner shall submit any other information, documents or certifications requested by the City which City deems reasonably necessary to substantiate the Property Owner's continuing compliance with the HOME Program.

(B) Severability. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

(C) Notices. All notices to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses shown in the Developer Agreement, or to such other place as a party may from time to time designate in writing to the other(s).

(D) Applicable Laws. This Declaration is governed by the laws of the State of North Dakota, and the HOME Program, not inconsistent therewith.

(E) Assignment or Transfer. Property Owner may not assign or otherwise transfer or delegate any right or duty without the express written consent of City.

(F) Reserved.

(G) Indemnity. Property Owner shall comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of this Declaration, and shall conduct its activities so as not to endanger any person or property. Property Owner agrees to indemnify, save, and hold harmless the City, its agents, officers, and employees, from any and all claims of any nature, including costs, expenses, and reasonable attorneys' fees which may in any matter arise out of or result from this Declaration except claims resulting from or arising out of the City's acts or failure to act.

(H) Insurance. Property Owner shall maintain homeowner's insurance coverage throughout the Affordability Period as indicated in this Declaration. The homeowner's insurance shall cover the value of the property. Property Owner shall furnish a certificate of insurance or other satisfactory proof of such coverage as may be requested by the City periodically. The policy may not be canceled without prior written notice to City.

(I) Modification and Incorporation. No waiver, consent, modification, or change of any term of this Declaration is effective unless in writing and signed by both parties. There are no

understandings, declarations or representations, oral or written, not specified within the Developer Agreement. The provisions of the Developer Agreement are hereby incorporated by reference into this Declaration, as fully as if set forth and in detail herein.

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, the Property Owner has caused this Declaration to be signed by its duly authorized representatives, as of the day and year first above written.

"PROPERTY OWNER"

_____

By: [Property Owner]

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this _____ day of _____, 2021, before me, _____, the undersigned Notary Public, personally appeared [Property Owner], [LEGAL STATUS], known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
(Seal)

Notary Name:_____

EXHIBIT "B"

HOME BENEFIT FORM

HOME BENEFIT FORM

As a recipient of HOME funds, you are required to submit the following information to the City for HUD reporting purposes. All information is strictly confidential.

Address of Property_____

Date_____

How many people live in the home? _____

Number of bedrooms? _____

Please answer "yes" or "no" to the following:

Female Head of Household[i]	_____ Yes	_____ No
Male Head of Household	_____ Yes	_____ No
Disability[ii]	_____ Yes	_____ No

Race	**Total Number**	**Total Hispanic/Latino**
White	_____	_____
Black/African American	_____	_____
Asian	_____	_____
American Indian/Alaskan Native	_____	_____
Native Hawaiian/Other Pacific Islander	_____	_____
American Indian/Alaskan Native & White	_____	_____
Asian & White	_____	_____
Black/African American & White	_____	_____
American Indian/Alaskan Native & Black/African American	_____	_____
Other Multi-Racial	_____	_____

Household Type (choose one)

Single, Non-Elderly _____
Single Parent _____
Two Parents _____
Elderly _____
Other (specify) _____

Assistance Type (choose one)

Section 8 _____
No Assistance _____

First Time Homebuyer?	_____ Yes	_____ No
Coming from Subsidized Housing?	_____ Yes	_____ No

Received Counseling: _____ Pre-Counseling _____ Post-Counseling _____ No Counseling

Of the Total Completed Units, the Number of:

Energy Star Certified Units _____
Section 504 Accessible Units _____

Is Property FHA Insured?

Yes _____
No _____

---

[i] **Head of Household:** Per the IRS definition, mark "Yes" if an unmarried male or female is paying more than half the cost of keeping up a home AND a dependent person lived in the home for more than half a year. If the dependent is a parent, he or she does not have to live in the home, but the head of household must be able to claim an exemption AND pay more than half the costs of keeping up the home that is the main home of the parent for an entire year OR more than half the costs of a rest home or home for the elderly

[ii] **Disability:** Per the Fair Housing Act Section 504 definition, mark "Yes" for any person who has a physical or mental impairment that substantially limits one or more major life activities. The term physical or mental impairment may include, but is not limited to, conditions such as visual or hearing impairment, mobility impairment, HIV infection, developmental disabilities, drug addiction, or mental illness. The term major life activity may include, but is not limited to, seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, or working.

EXHIBIT "C"

DEVELOPER'S BUDGET

Construction Budget: 1529 10th Avenue South, Fargo, ND
LAHFH Project #1223
12-May-21

	1529 10th Ave S (Construction)	
Expense		
6000 · Cost of Homes		
6010 · Concrete/Excavation	40,600.00	all new flatwork, fdns & ftg's
6011 · Landscaping	5,000.00	grade, drainage donated; cost of dirt & sod
6012 · Site Clearing	1,500.00	
6015 · Appliances	2,300.00	
6020 · Porch Material	600.00	
6030 · Lumber	10,000.00	TBD due to escalating costs
6035 · Trusses	9,500.00	TBD due to escalating costs
6040 · Roofing	3,750.00	shingle cost only
6045 · Windows/Exterior Doors	5,500.00	
6050 · Siding	5,800.00	
6055 · Electrical	11,000.00	
6060 · Plumbing	8,000.00	
6062 · HVAC	8,500.00	
6065 · Insulation	2,200.00	
6070 · Drywall	4,000.00	
6072 · Wall & Truss Framing	0.00	self perform
6075 · Lighting	1,500.00	
6080 · Interior Doors & Trim	4,500.00	
6082 · Paint & Finishes	6,900.00	
6085 · Cabinets/Countertops	4,500.00	
6090 · Hardwar/Fasteners/Clips	450.00	
6095 · Eave Troughs	850.00	
6100 · Flooring	3,100.00	
6105 · Rentals	3,000.00	
6110 · Tools	150.00	
6114 · Permits	1,900.00	
6115 · Tax/Specials/Legal Fees	250.00	legal fees only
6116 · Closing Fees	2,700.00	
6120 · Utilities	500.00	
6125 · Onsite Waste	130.00	
6130 · Miscellaneous Constr'n	375.00	
6135 · Insurance	890.00	
Total 6000 · Cost of Homes	**149,945.00**	

EXHIBIT "D"

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

Between the City of Fargo and Lake Agassiz Habitat for Humanity, Inc.

HOME Investment Partnership (HOME)
New Construction – 1529 10th Avenue South

This Memorandum of Agreement ("**Memorandum of Agreement**") is made this _____ day of _____, 2021, by and between the City of Fargo, a North Dakota municipal corporation ("**City**"); and Lake Agassiz Habitat for Humanity, Inc., a Minnesota nonprofit corporation ("**Developer**"). (The City and Developer shall be cumulatively referred to herein as the "**Parties**" and separately as a "**Party**").

WHEREAS, the parties have entered into an agreement ("Developer Agreement") concerning that certain real property lying in Cass County, North Dakota, said property more particularly described as follows:

> Lot Twelve, in Block Eight, of Darling's Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota;

(the "Property"), the street address for which is 1529 10th Avenue South, Fargo, North Dakota; and,

WHEREAS, the City and Developer also entered into a separate agreement ("Subrecipient Agreement") that called for the City to convey and transfer the Property to the Developer, setting forth the additional conditions and terms by which the Developer was to construct a single-family home upon the Property within a certain time schedule, among other requirements (the "Project"); and,

WHEREAS, the Developer Agreement called for the Developer to construct said single-family home upon the Property and thereafter sell and convey the home to an income-eligible homebuyer under the federal HOME Program as described more fully therein; and,

WHEREAS, the Developer Agreement further contained the following provision, among others, at Section 3.F:

F. Land Use Restrictive Agreement. Developer shall arrange for the execution of a Land Use Restrictive Agreement ("LURA") upon completion of the Project and the marking of the Project as complete in HUD's disbursement and information system, and the City is hereby authorized to record the LURA against the Project Site, as defined in Section 1(A) [of the Developer Agreement], at the office of the Cass County Recorder. Said LURA shall be substantially in conformance with the form of LURA attached as Exhibit "A."

This Memorandum of Agreement incorporates all the other terms and provisions of the **Developer Agreement** between the parties the effective date of which is the _____ day of _____, 2021, and the **Subrecipient Agreement** between the parties the effective date of which is the _____ day of _____, 2021, a copy of said agreement being on file at the office of the City Auditor, Fargo City Hall, 225 North Fourth Street, Fargo, North Dakota.

As provided in said Developer Agreement, all provisions of said agreement shall be deemed to be covenants running with the land and shall be binding upon the heirs, executors, administrators, assigns, designees and successors in interest of the parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Agreement the day and year first above written.

LAKE AGASSIZ HABITAT FOR HUMANITY, INC.
a Minnesota nonprofit corporation

_____
Jim Nelson, Executive Director

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this _____ day of _____, 2021, before me, _____, the undersigned Notary Public, personally appeared Jim Nelson, Executive Director of Lake Agassiz Habitat for Humanity, Inc., on behalf of said Minnesota nonprofit corporation and who acknowledged that he executed this instrument.

Notary Public
(Seal)

Notary Name:_____

CITY OF FARGO
a North Dakota municipal corporation

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

Attest:

_____
Steven Sprague, City Auditor

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this _____ day of _____, 2021, before me, _____, the undersigned Notary Public, personally appeared Timothy J. Mahoney, M.D., and Steven Sprague, known to me to be the Mayor and City Auditor of the City of Fargo, a North Dakota municipal corporation, on behalf of said municipal corporation and who acknowledged that they executed this instrument.

Notary Public
(Seal)

Notary Name:_____

EXHIBIT "E"

FEDERAL ASSURANCES

Assurances

Other Applicable Federal Requirements

A. This contract will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Acts of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;

2. Title VIII of the Civil Rights Act of 1966 (Pub. L 90-284), as amended; and the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

3. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;

4. Section 3 of the Housing and Urban Development Act of 1968, as amended;

5. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;

10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

12. The Uniform Administrative requirements, set forth in 24 C.F.R. Part 570.502, and 24 C.F.R. 84, and the requirements of 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122) as they relate to the acceptance and use of Federal funds under this federally assisted program, including but not limited to the regulations pertaining to inventions, reporting and patent rights, and copyrights;

13. The Clean Air Act (42 U.S.C. 7401 et. seq);

14. HUD environmental standards (24 C.F.R. Part 51, Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979);

15. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et. seq., and 21 U.S.C. 349), as amended;

16. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. seq.) as amended;

17. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.), as amended;

18. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et. seq.), as amended by the Archeological and Historical Preservation Action of 1974;

19. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), as amended;

20. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. seq.);

21. The lead based paint requirements of 24 C.F.R. Part 35 issued pursuant to the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.);

22. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et. seq.) as amended;

23. Executive Order 11593, Protection and Enhancement of the cultural Environment, may 13, 1971 (36 F.R. 8921 et. seq.);

24. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the Department of Labor regulations (29 C.F.R., Part 3);

25. The Davis Bacon Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) as supplemented by the Department of Labor regulations (29 C.F.R., Part 5); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the Department of Labor regulations (29 CFR, Part 5), and the attached Federal Labor Standards Provisions.

26. Debarment and suspension; Drug-Free Workplace. HUD and its recipients and subrecipients shall comply with the non-procurement debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension," at 24 CFR part 24, Subsection 84.13. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. HUD and its recipients and subrecipients shall comply with the certification requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701), as set forth at 24 CFR part 24, subpart F.

B. The Recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriate 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, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

EXHIBIT "F"

DISBURSEMENT REQUEST FORM

REQUEST FOR PAYMENT OF HOME FUNDS

To: City of Fargo
Planning & Development Dept.
225 4th Street North
Fargo, ND 58102

Re: _____
Project Name

_____
Project Address

_____
City, State Zip

Amount of Funds Requested: _____

Attached to this Request form are (check all that apply):

- ☐ Copies of Invoices/Receipts
- ☐ Invoices/Receipts for Final Payment Request
- ☐ Lien Waivers (required upon receipt of final payment)

Remarks:

_____

_____

_____

_____

Submitted by: _____

Contact Phone Number: _____

Date Request was Submitted to City: _____

CITY OF FARGO REVIEW & APPROVAL

Approved By: _____ Date Approved: _____

Deadline to submit requests for funds is by 4:30 p.m. on Wednesdays, with checks mailed out the following Friday.

EXHIBIT "G"

INSURANCE REQUIREMENTS

The Developer shall keep and maintain the following insurance coverages:

1. Workers Compensation Insurance. The Developer shall maintain workers compensation insurance with the following limits or with the minimum limits required by law, if greater:

   Coverage A: Statutory
   Coverage B:

$1,000,000	Bodily injury by accident	Each accident
$1,000,000	Bodily injury by disease	Policy limit
$1,000,000	Bodily injury by disease	Each employee

2. General Liability Insurance. The Developer shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in Section 9-J of this Agreement). Limits of coverage shall not be less than:

$2,000,000 per occurrence
$5,000,000 aggregate

3. Automobile Insurance. The Developer shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired, and non-owned vehicles. Limits of coverage shall not be less than:

$2,000,000 per occurrence

4. In addition to the named policies in A-C above, Developer shall cause its General Contractor to provide and maintain, at all times during the process of building the Project and from time to time at the request of the City furnish the City with proof of payment of premiums on:

a. Builder's Risk insurance, written on the so-called "Builder's Risk Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available on the so-called "all risk" form of policy (the Developer and the City's interest shall be protected in accordance with a loss payable clause in form and content satisfactory to the City).

b. Comprehensive general liability insurance, with the City as a named insured, including coverages for operations, contingent liability (operations of subcontractors), completed operations, and contractual liability insurance, with limits (i) against bodily injury of not less than $1,000,000 and (ii) against property damage of not less than replacement cost (to accomplish the required limits, an umbrella excess liability policy may be used).

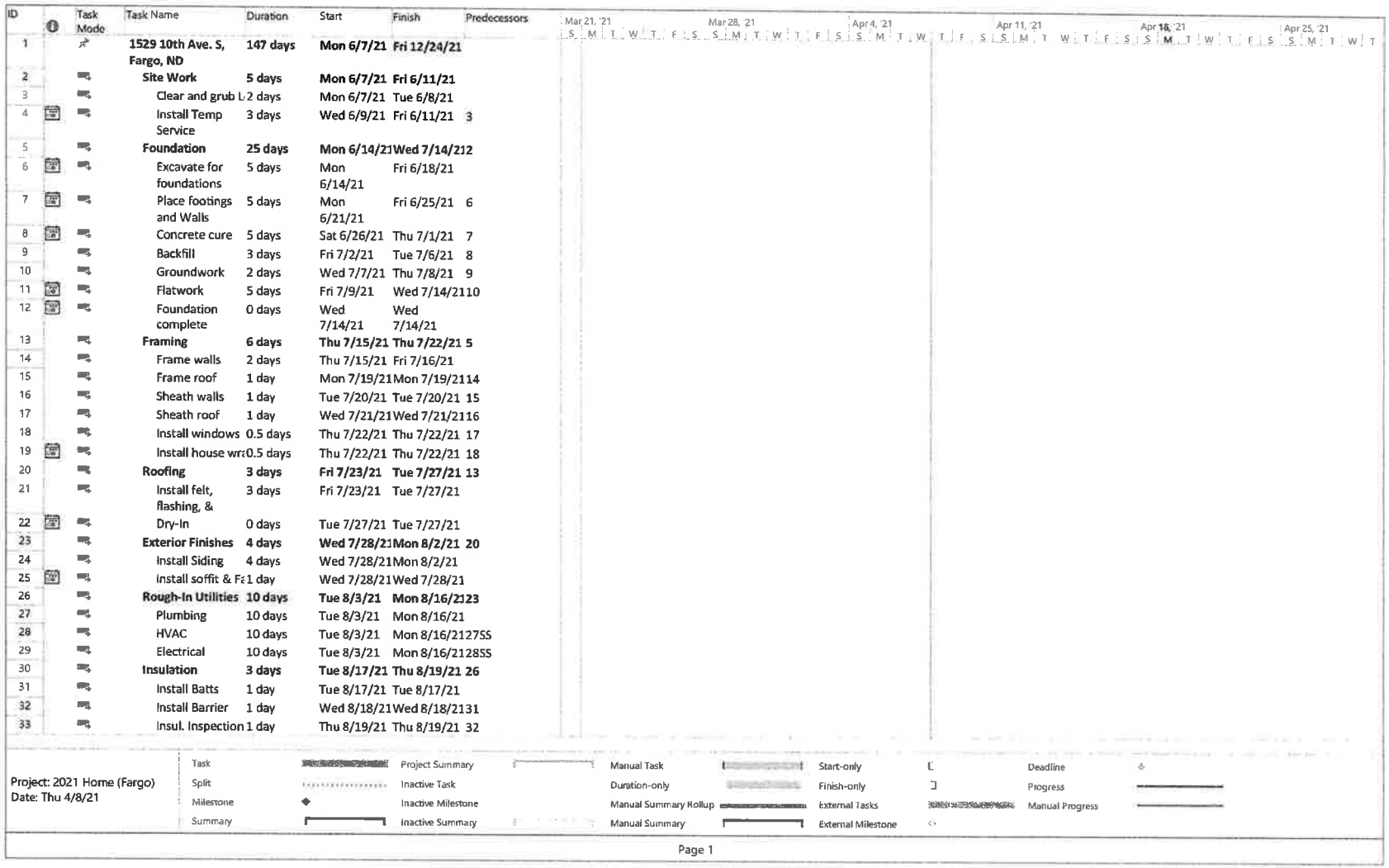
c. Workers compensation insurance, with statutory coverage.

5. Evidence of Insurance. The above insurance shall be maintained in companies lawfully authorized to do business in the State of North Dakota and which are reasonably acceptable to the City. Developer shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this Agreement remains in effect, naming the City as an additional insured, and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to the City.

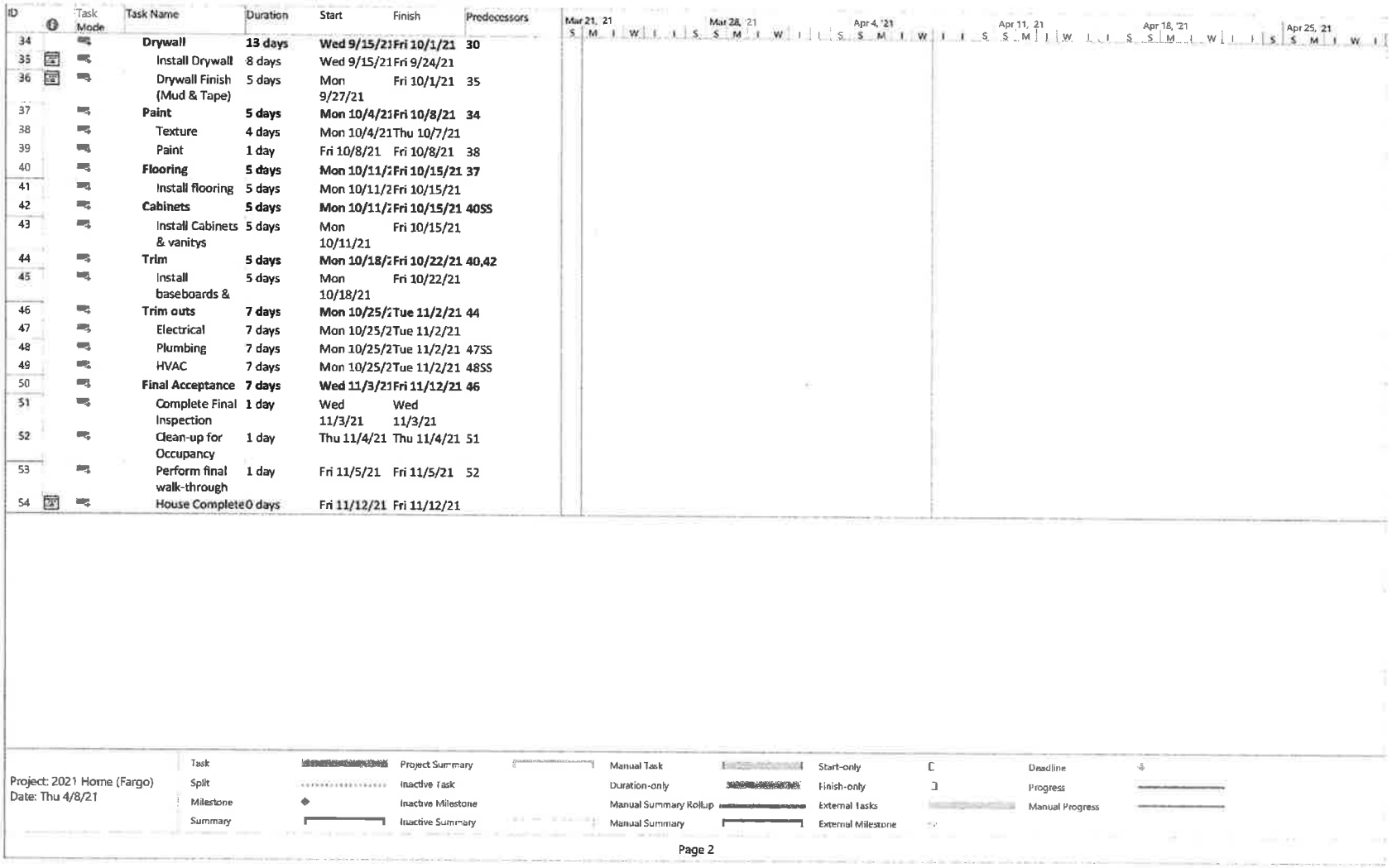
EXHIBIT "H"

CONSTRUCTION SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**1529 10th Ave. S, Fargo, ND**	**147 days**	**Mon 6/7/21**	**Fri 12/24/21**	
2		**Site Work**	**5 days**	**Mon 6/7/21**	**Fri 6/11/21**	
3		Clear and grub L	2 days	Mon 6/7/21	Tue 6/8/21	
4		Install Temp Service	3 days	Wed 6/9/21	Fri 6/11/21	3
5		**Foundation**	**25 days**	**Mon 6/14/21**	**Wed 7/14/21**	2
6		Excavate for foundations	5 days	Mon 6/14/21	Fri 6/18/21	
7		Place footings and Walls	5 days	Mon 6/21/21	Fri 6/25/21	6
8		Concrete cure	5 days	Sat 6/26/21	Thu 7/1/21	7
9		Backfill	3 days	Fri 7/2/21	Tue 7/6/21	8
10		Groundwork	2 days	Wed 7/7/21	Thu 7/8/21	9
11		Flatwork	5 days	Fri 7/9/21	Wed 7/14/21	10
12		Foundation complete	0 days	Wed 7/14/21	Wed 7/14/21	
13		**Framing**	**6 days**	**Thu 7/15/21**	**Thu 7/22/21**	5
14		Frame walls	2 days	Thu 7/15/21	Fri 7/16/21	
15		Frame roof	1 day	Mon 7/19/21	Mon 7/19/21	14
16		Sheath walls	1 day	Tue 7/20/21	Tue 7/20/21	15
17		Sheath roof	1 day	Wed 7/21/21	Wed 7/21/21	16
18		Install windows	0.5 days	Thu 7/22/21	Thu 7/22/21	17
19		Install house wr	0.5 days	Thu 7/22/21	Thu 7/22/21	18
20		**Roofing**	**3 days**	**Fri 7/23/21**	**Tue 7/27/21**	13
21		Install felt, flashing, &	3 days	Fri 7/23/21	Tue 7/27/21	
22		Dry-In	0 days	Tue 7/27/21	Tue 7/27/21	
23		**Exterior Finishes**	**4 days**	**Wed 7/28/21**	**Mon 8/2/21**	20
24		Install Siding	4 days	Wed 7/28/21	Mon 8/2/21	
25		Install soffit & Fa	1 day	Wed 7/28/21	Wed 7/28/21	
26		**Rough-In Utilities**	**10 days**	**Tue 8/3/21**	**Mon 8/16/21**	23
27		Plumbing	10 days	Tue 8/3/21	Mon 8/16/21	
28		HVAC	10 days	Tue 8/3/21	Mon 8/16/21	27SS
29		Electrical	10 days	Tue 8/3/21	Mon 8/16/21	28SS
30		**Insulation**	**3 days**	**Tue 8/17/21**	**Thu 8/19/21**	26
31		Install Batts	1 day	Tue 8/17/21	Tue 8/17/21	
32		Install Barrier	1 day	Wed 8/18/21	Wed 8/18/21	31
33		Insul. Inspection	1 day	Thu 8/19/21	Thu 8/19/21	32



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
34		**Drywall**	**13 days**	**Wed 9/15/21**	**Fri 10/1/21**	**30**
35		Install Drywall	8 days	Wed 9/15/21	Fri 9/24/21	
36		Drywall Finish (Mud & Tape)	5 days	Mon 9/27/21	Fri 10/1/21	35
37		**Paint**	**5 days**	**Mon 10/4/21**	**Fri 10/8/21**	**34**
38		Texture	4 days	Mon 10/4/21	Thu 10/7/21	
39		Paint	1 day	Fri 10/8/21	Fri 10/8/21	38
40		**Flooring**	**5 days**	**Mon 10/11/2**	**Fri 10/15/21**	**37**
41		Install flooring	5 days	Mon 10/11/2	Fri 10/15/21	
42		**Cabinets**	**5 days**	**Mon 10/11/2**	**Fri 10/15/21**	**40SS**
43		Install Cabinets & vanitys	5 days	Mon 10/11/21	Fri 10/15/21	
44		**Trim**	**5 days**	**Mon 10/18/2**	**Fri 10/22/21**	**40,42**
45		Install baseboards &	5 days	Mon 10/18/21	Fri 10/22/21	
46		**Trim outs**	**7 days**	**Mon 10/25/2**	**Tue 11/2/21**	**44**
47		Electrical	7 days	Mon 10/25/2	Tue 11/2/21	
48		Plumbing	7 days	Mon 10/25/2	Tue 11/2/21	47SS
49		HVAC	7 days	Mon 10/25/2	Tue 11/2/21	48SS
50		**Final Acceptance**	**7 days**	**Wed 11/3/21**	**Fri 11/12/21**	**46**
51		Complete Final Inspection	1 day	Wed 11/3/21	Wed 11/3/21	
52		Clean-up for Occupancy	1 day	Thu 11/4/21	Thu 11/4/21	51
53		Perform final walk-through	1 day	Fri 11/5/21	Fri 11/5/21	52
54		House Complete	0 days	Fri 11/12/21	Fri 11/12/21	



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22

MEMORANDUM

TO: **Fargo City Commission**

FROM: **Mark Williams, Assistant Planning Director**

DATE: **May 13, 2021**

SUBJECT: **Mid America Steel Demolition and Abatement (BP-21-A1)**

Stantec Consulting Services Inc. was contracted by the City to complete the plans and specifications along with helping facilitate the bidding process for the demolition of the former Mid America Steel property. A total of 7 bids were received on May 12, 2021. Rachel Contracting, LLC was the low bidder at $307,600.00. Attached are the results compiled by Stantec Consulting Services Inc. and their recommendation.

Recommendation: Approve the recommendation by Stantec Consulting Services Inc. and award the contract to Rachel Contracting, LLC in the amount of $307,600.00 as the lowest and best bid.

EQUAL HOUSING OPPORTUNITY

Stantec

Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000 Minneapolis MN 55402

May 12, 2021

Honorable Mayor and City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

Re: Mid America Steel Selective Demolition and Abatement Project
City Project No. BP-21-A1
Stantec Project No. 193805297
Bid Results

Dear Honorable Mayor and City Commissioner:

Bids were opened for the Mid America Steel Selective Demolition and Abatement Project on May 12, 2021. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

There was a total of 7 Responsive Bids. The following summarizes the results of the Responsive Bids received:

	Contractor	**Base Bid 1-1.**	**Base Bid 1-2.**	**Total Base Bid**	**Part 2 – Unit Prices**
Low	Rachel Contracting, LLC	$74,800	$232,800	$307,600	2-1: $6,500 2-2: $97
#2	LinnCo, Inc.	$93,000	$271,000	$364,000	2-1: $1,900 2-2: $260
#3	Veit & Company, Inc.	$77,719	$297,937	$375,656	2-1: $5,183 2-2: $153
#4	Excavating, Inc. – Fargo	$55,119.45	$324,307.70	$379,427.15	2-1: $2,800 2-2: $165
#5	Landwehr Construction, Inc.	$56,500	$559,268	$615,768	2-1: $750 2-2: $225
#6	Industrial Builders, Inc.	$150,000	$679,600	$829,600	2-1: $500 2-2: $690
#7	American Enterprises, Inc.	$109,532.50	$873,500	$983,032.50	2-1: $10,450 2-2: $130

These Bids have been reviewed and found to be in order.

Unit Price 2-1: Materials and labor necessary to sample and test suspected contaminated soils around removed underground fuel storage tanks.

Unit Price 2-2: Materials and labor necessary to abate and properly dispose of contaminated soils at removed underground fuel storage tank and import clean granular borrow to fill excavation and compact to 95 percent proctor density. Abatement Contractor to provide documentation of abatement location and quantity with request for payment under this unit price item.

The Low Bidder on the Project is **Rachel Contracting, LLC** with a Total Base Bid in the amount of $307,600.00. This compares to the Engineer's Estimate of $128,695.00 for the abatement work scope and $443,656.00 for the demolition work scope.

Stantec

Should you have any questions, please feel free to contact me.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Bruce P. Paulson
Senior Project Manager
Phone: (612) 712-2108
Cell: (651) 492-9089
bruce.paulson@stantec.com

Enclosure

Stantec

Project Name: **Mid America Steel Selective Demolition and Abatement**

City Project No.: BP-21-A1 Project No.: 193805297

Bid Opening: Wednesday, May 12, 2021 at 11:30 A.M., CDT Owner: **City of Fargo, ND**

I hereby certify that this is an exact reproduction of bids received.

Bruce P. Paulson

BID TABULATION

Item Num	Item	Units	Qty	Bidder No. 1 Rachel Contracting, LLC		Bidder No. 2 LinnCo, Inc.		Bidder No. 3 Veit & Company, Inc.		Bidder No. 4 Excavating, Inc. - Fargo		Bidder No. 5 Landwehr Construction, Inc.		Bidder No. 6 Industrial Builders, Inc.		Bidder No. 7 American Enterprises, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	PART 1 - BASE BID:																
1.1.	MATERIALS AND LABOR NECESSARY TO COMPLETE THE HAZARDOUS MATERIALS ABATEMENT SCOPE OF WORK DEFINED IN THE CONSTRUCTION DOCUMENTS AND IN THE PROJECT MANUAL	LS	1	$74,800.00	$74,800.00	$93,000.00	$93,000.00	$77,719.00	$77,719.00	$55,119.45	$55,119.45	$56,500.00	$56,500.00	$150,000.00	$150,000.00	$109,532.50	$109,532.50
1.2.	MATERIALS AND LABOR NECESSARY TO COMPLETE THE DEMOLITION SCOPE OF WORK DEFINED IN THE CONSTRUCTION DOCUMENTS AND IN THE PROJECT MANUAL	LS	1	$232,800.00	$232,800.00	$271,000.00	$271,000.00	$297,937.00	$297,937.00	$324,307.70	$324,307.70	$559,268.00	$559,268.00	$679,600.00	$679,600.00	$873,500.00	$873,500.00
	TOTAL BASE BID				**$307,600.00**		**$364,000.00**		**$375,656.00**		**$379,427.15**		**$615,768.00**		**$829,600.00**		**$983,032.50**
	PART 2 - UNIT PRICES:																
2.1.	MATERIALS AND LABOR NECESSARY TO SAMPLE AND TEST SUSPECTED CONTAMINATED SOILS AROUND REMOVED UNDERGROUND FUEL STORAGE TANK	EA	1	$6,500.00	$6,500.00	$1,900.00	$1,900.00	$5,183.00	$5,183.00	$2,800.00	$2,800.00	$750.00	$750.00	$500.00	$500.00	$10,450.00	$10,450.00
2.2.	MATERIALS AND LABOR NECESSARY TO ABATE AND PROPERLY DISPOSE OF CONTAMINATED SOILS AT REMOVED UNDERGROUND FUEL STORAGE TANK AND IMPORT CLEAN GRANULAR BORROW TO FILL EXCAVATION AND COMPACT TO 95% PROCTOR DENSITY. ABATEMENT CONTRACTOR TO PROVIDE DOCUMENTATION OF ABATEMENT LOCATION AND QUANTITY WITH REQUEST FOR PAYMENT UNDER THIS UNIT PRICE ITEM	CY	1	$97.00	$97.00	$260.00	$260.00	$153.00	$153.00	$165.00	$165.00	$225.00	$225.00	$690.00	$690.00	$130.00	$130.00

	Bidder No. 1 Rachel Contracting, LLC	Bidder No. 2 LinnCo, Inc.	Bidder No. 3 Veit & Company, Inc.	Bidder No. 4 Excavating, Inc. - Fargo	Bidder No. 5 Landwehr Construction, Inc.	Bidder No. 6 Industrial Builders, Inc.	Bidder No. 7 American Enterprises, Inc.
Contractor Name and Address:	Rachel Contracting, LLC 4180 Napier Court NE St. Michael, MN 55376	LinnCo, Inc. 2151 Troop Drive, Suite 100 Sartell, MN 56377	Veit & Company, Inc. 14000 Veit Place Rogers, MN 55374	Excavating, Inc. - Fargo 651 51h Street Court NW West Fargo, ND 58078	Landwehr Construction, Inc. 846 33rd Street South St. Cloud, MN 56301	Industrial Builders, Inc. 1307 County Road 17 North West Fargo, ND 58078	American Enterprises, Inc. 3155 44th Avenue North Fargo, ND 58102
Phone:	(763) 424-1500	(320) 272-8288	(763) 428-2242	(701) 227-1884	(320) 252-1494	(701) 282-4977	(701) 238-0496
Email:	estimating@rachelcontracting.com	nick@linncoinc.com	shedtke@veitusa.com	austin@excavatinginc.com	aaron@landwehrconstruction.com	bmeyer@industrialbuilders.com	lindsaykoffler@gmail.com
Signed By:	Michael Coz	Nick Linnemann	Steven J. Hedtke	Jeff Simmons	Nathan Landwehr	Paul Diederich	Mike Slaber
Title:	President	President	CFO	Vice President	President	President	President
Bid Security:	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addenda 1, 2, 3 Acknowledged:	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Materials Disposal Plan:	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ND Contractor License:	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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(23)

MEMORANDUM

TO: **Fargo City Commission**

FROM: **Mark Williams, Assistant Planning Director**

DATE: **May 13, 2021**

SUBJECT: **Change Order #4 for the GTC Underground Project (BP0041)**

The construction project repairing the GTC underground parking garage requires modification to the scope of work. The changes are a result of a reduction in materials needed to complete the project. Change order #4 proposes to reduce the total project costs by $18,352.49 and closes out the project.

The contract quantity for the partial depth concrete was incorrectly shown as 87 SY when it should have been 46 SY. This resulted in reduction of about 40 SY of concrete.

Recommendation: Approve Change Order #4 reducing the total project costs by $18,352.49.

EQUAL HOUSING OPPORTUNITY

CHANGE ORDER NO. 3

Date of Issuance: *5/12/2021*

Effective Date: *11/24/2020*

PROJECT TITLE
Underground (BP0041)

OWNER
City of Fargo

CONTRACTOR
Gast Construction Company, Inc.

ORIGINAL CONTRACT DATE
1/31/2020

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER

1. ADDITIONS OR DELETIONS TO THE CONTRACT AND ASSOCIATED COSTS

Spec. No.	Item	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
	1	Full Depth Concrete Repair Unit Quantity Change	CY	0.39	$4,620.00	$1,801.80
	2	Partial Depth Concrete Repair Unit Quantity Change	SY	-40.23	$607.11	($24,424.04)
	3	Surface Spall Repair Unit Quantity Change	SF	56.93	$75.00	$4,269.75
						$0.00
TOTAL COST FOR THESE CONTRACT ADDITIONS OR DELETIONS						**($18,352.49)**

2. JUSTIFICATION FOR ADDITIONS OR DELETIONS TO CONTRACT

The unit quantities that were bid have been adjusted to reflect the unit quantities that were installed during construction. In addition, the contract quantity for the partial depth concrete was incorrectly shown as 87 SY when it should have been 46 SY, which resulted in a change in the unit price of the work to be as shown above.

3. CHANGE TO CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT:	$654,660.00
NET INCREASE/DECREASE FROM PREVIOUS CHANGE ORDER(S):	$48,713.60
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER:	$703,373.60
INCREASE/DECREASE FROM THIS CHANGE ORDER:	-$18,352.49
NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:	**$685,021.11**

4. CHANGE TO CONTRACT TIMES

Original Contract Times:
Substantial Completion (Days or Date): *10/2/2020*
Ready For Final Payment (Days or Date): *10/30/2020*

Contract Times from previously Approved Change Orders
Substantial Completion (Days or Date): *4/30/2021*
Ready For Final Payment (Days or Date): *5/7/2021*

Contract Times will be Increased/Decreased because of this Change Order *No Change*

Contract Times including this Change Order
Substantial Completion (Days or Date): *4/30/2021*
Ready For Final Payment (Days or Date): *5/7/2021*

5. REQUIRED SIGNATURES - Not valid until signed by Owner. Signature of Contractor indicates agreement herewith, including any adjustments in the Contract Amount or Contract Times

ACCEPTED:

By: _____
OWNER (Authorized Signature)

Name: **Timothy J. Mahoney**

Title: **Mayor**

Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Name: **James Gast**

Title: **President**

Date: 5/13/2021

RECOMMENDED:

By: Cassie McNames
ENGINEER (Authorized Signature)

Name: **Cassie McNames**

Title: **Project Manager**

Date: **5/12/2021**

ACCEPTED:

Funding Agency (if applicable)

By: _____
FUNDING AGENCY (Authorized Signature)

Name: _____

Title: _____

Date: _____

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(24)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

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

DATE: MAY 13, 2021

RE: APPROVE MOU WITH PRESENTATION PARTNERS IN HOUSING AND SOUTHEAST HUMAN SERVICE CENTER AT GLADYS RAY SHELTER'S TEMPORARY ENGAGEMENT CENTER (FORMER POLICE BUILDING)

City staff have identified Presentation Partners in Housing and Southeast Human Service Center as service providers to use space at no cost within the Gladys Ray Shelter's temporary Engagement Center at the former police building. They will offer essential community-based housing, behavioral health, and crises services for people experiencing or at risk of homelessness. The City Attorney's Office and City staff have developed a memorandum of understanding attached for the City Commission's consideration and approval. The term will be for one year commencing the date of final signature by undersigned entities. No payment of rent or utilities is required by either agency.

RECOMMENDED ACTION: Approve the proposed memorandums of understanding between 1) the City of Fargo and Presentation Partners in Housing and 2) the City of Fargo and Southeast Human Service Center.

EQUAL HOUSING OPPORTUNITY

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FARGO
AND
PRESENTATION PARTNERS IN HOUSING

This MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **PRESENTATION PARTNERS IN HOUSING, INC.**, a North Dakota non-profit corporation, whose address is 219 7th Street South, Fargo, North Dakota, 58103 (hereinafter "PPiH"). The City and PPiH shall be cumulatively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the purpose of this Agreement is to establish an understanding and arrangement between PPiH and the City to utilize the former Fargo Police Department downtown station, located at 224 4th Street North, Fargo, North Dakota, 58102 (hereinafter "Subject Property") as a temporary location to maintain and continue PPiH operations provided to homeless or vulnerable individuals and families; and

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

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

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

1. Recitals. The recitals previously set forth in this agreement are incorporated herein.

2. Ownership. The City owns the Subject Property and shall retain such ownership. The City agrees to allow PPiH to use said Subject Property to provide its services, more fully-described below, without the payment of rent or utilities, provided the intended space is not needed for City operations or sold, which then the City's purpose shall take priority.

3. Relationship of the Parties. This Agreement shall not constitute a partnership or joint venture by and between PPiH and the City. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party. PPiH is solely responsible for its operations and employees. The grant herein is non-exclusive.

4. Term. The term of this Agreement shall be one (1) year as of the effective date of this Agreement. This Agreement is subject to annual review and renewal provided said Subject Property is still available for this purpose.

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

6. Services. PPiH is a ministry sponsored by the "Union of Sisters of the Presentation of the Blessed Virgin Mary United States Province" and provides assistance to persons who are homeless or threatened by homelessness and who in spite of their personal efforts are struggling to meet their basic needs.

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

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

9. Cleaning. PPiH shall be responsible for sufficiently cleaning its designated suite on the second floor of the Subject Property. PPiH shall provide its own cleaning products and related supplies. City shall be responsible for cleaning all common areas, including the lobby area, stairs, and bathrooms.

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

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

To the City:	City of Fargo ATTN: Director of Planning & Development Fargo City Hall 225 Fourth Street North Fargo, ND 58102
To PPiH:	Presentation Partners in Housing, Inc. ATTN: Cheri Gherkin 219 Seventh Street South Fargo, ND 58103

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

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

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

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

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

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

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

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

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

19. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

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

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

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

(*Signature Pages to Follow.*)

Dated this _____ day of _____, 2021.

CITY OF FARGO, NORTH DAKOTA,
a North Dakota municipal corporation

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

ATTEST:

_____
Steve Sprague, City Auditor

Dated this 26th day of April, 2021.

PRESENTATION PARTNERS IN HOUSING, INC.,
a North Dakota non-profit corporation

By: _____

Its: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FARGO
AND
THE STATE OF NORTH DAKOTA, ACTING THROUGH ITS NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES, SOUTHEAST HUMAN SERVICE CENTER

This MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and the **STATE OF NORTH DAKOTA, ACTING THROUGH ITS NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES, SOUTHEAST HUMAN SERVICE CENTER**, whose address is 2624 9th Avenue South, Fargo, North Dakota, 58103 (hereinafter "Southeast"). The City and Southeast shall be cumulatively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the purpose of this Agreement is to establish an understanding and arrangement between Southeast and the City to utilize the former Fargo Police Department downtown station, located at 224 4th Street North, Fargo, North Dakota, 58102 (hereinafter "Subject Property") as a temporary location to maintain and continue Southeast's operations provided to homeless or vulnerable individuals and families; and

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

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

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

1. Recitals. The recitals previously set forth in this agreement are incorporated herein.

2. Ownership. The City owns the Subject Property and shall retain such ownership. The City agrees to allow Southeast to use said Subject Property to provide its services, more fully described below, without the payment of rent or utilities, provided the intended space is not needed for City operations or sold, which then the City's purpose shall take priority.

3. Relationship of the Parties. This Agreement shall not constitute a partnership or joint venture by and between Southeast and the City. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party. Southeast is solely responsible for its operations and employees. The grant herein is non-exclusive.

4. Term. The term of this Agreement shall be one (1) year as of the effective date of this Agreement. This Agreement is subject to annual review and renewal provided said Subject Property is still available for this purpose.

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

6. Services. Southeast shall provide services to persons who are in need of behavioral health and crises services in an effort to engage in the outreach of homeless persons throughout the community. Crisis service risk assessments and coordination of clinical care will also be provided through Southeast's mobile crisis team as needs arise. Integrated team care also serves individuals through Southeast's intensive case management, ACT, and IDDT teams. Staff of these teams shall provide behavioral health services including, but not limited to, crisis service risk assessments, crisis psychotherapy, individual psychotherapy, SUD psychotherapy, case management, and skills training and integration.

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

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

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

10. Smoking. The Subject Property has a designated smoking area. Southeast staff are prohibited from using tobacco while operating in their role on behalf of the agency. Southeast staff will be required to follow DHS and Southeast policy regarding tobacco.

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

To the City:	City of Fargo ATTN: Director of Planning & Development Fargo City Hall 225 Fourth Street North Fargo, ND 58102
To Southeast:	Southeast Human Service Center ATTN: Shauna Eberhardt 2624 Ninth Avenue South Fargo, ND 58103

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

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

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

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

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

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

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

18. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

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

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

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

(*Signature page to follow.*)

Dated this _____ day of _____, 2021.

CITY OF FARGO, NORTH DAKOTA,
a North Dakota municipal corporation

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

ATTEST:

_____ Steve
Sprague, City Auditor

Dated this _____ day of _____, 2021.

STATE OF NORTH DAKOTA, ACTING THROUGH ITS NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES, SOUTHEAST HUMAN SERVICE CENTER

By: _____

Its: Assistant Regional Director

25a

City of Fargo Staff Report			
Title:	Edgewood Estates Second Addition	**Date:** **Updated:**	8/26/2020 5/13/2021
Location:	3619 and 3627 Parker Place North	**Staff Contact:**	Donald Kress, planning coordinator
Legal Description:	Lots 9 and 10, Block 3, Edgewood Estates Addition		
Owner(s)/Applicant:	Jon Schilling / Brian Pattengale—Houston Engineering	**Engineer:**	Houston Engineering
Entitlements Requested:	**Minor Subdivision** (Replat of Lots 9 and 10, Block 3, Edgewood Estates Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: May 17, 2021		

Existing		**Proposed**
Land Use: Detached single-dwelling residential		**Land Use:** No change
Zoning: SR-2, Single-Dwelling Residential		**Zoning:** No change
Uses Allowed: SR-2 Allows detached houses, daycare centers up to 12 children, parks and open space, religious institutions, safety services, schools, and basic utilities		**Uses Allowed:** No change
Maximum Density Allowed: 5.4 dwelling units per acre		**Maximum Density Allowed:** No change

Proposal:

The applicant requests one entitlement:

A minor subdivision, entitled **Edgewood Estates Second Addition** which is a replat of Lots 9 and 10, Block 3, Edgewood Estates Addition to the City of Fargo, Cass County, North Dakota

The plat will combine the two existing lots into a single lot. The two properties are zoned SR-2. No zone change is proposed.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: SR-2, detached single-dwelling residential
- East: SR-2, detached single-dwelling residential
- South: SR-2, detached single-dwelling residential
- West: SR-2, detached single-dwelling residential

Area Plans:

The subject property is not included within any area plans or neighborhood plans.

Schools and Parks:

Schools: The subject property is located within the Fargo School District and is served by Longfellow Elementary, Ben Franklin Middle and North High schools.

Neighborhood: The subject property is located within the Edgewood neighborhood.

Parks: Edgewood Public Golf Course is within approximately one-quarter mile of the subject property and offers the amenities of baseball/softball; basketball; grill; multipurpose field; playground, ages 5-12;

picnic table; restrooms; soccer; tennis; disc golf
Pedestrian / Bicycle: There are no on-road bike routes or multi-use trails in the rights of way adjacent to the subject property.

Staff Analysis:

STORM SEWER AGREEMENT: The plat will also vacate the existing storm sewer easement. The storm sewer pipe will be re-routed through an existing easement on the south side of the property to connect to the sewer main on the west side of the property, instead of on the north side, as it currently does. The City and the property owner have negotiated a sewer agreement, which appears as the next item on the consent agenda to the May 17, 2021 City Commission meeting. Otherwise, the street access and utility connections that are in place on the current lots will not change.

SUBDIVISION
The LDC stipulates that the following criteria are met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The subject property is not located within an area plan or neighborhood plan. The properties within this plat are currently zoned SR-2, Single-Dwelling Residential. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received and responded to phone calls from a few neighbors inquiring about the project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Edgewood Estates Second Addition** subdivision plat, as presented, as the proposal complies with the Standards of Article 20-06, and all other applicable requirements of the LDC."

Planning Commission Recommendation: September 1st, 2020

At the September 1st, 2020 Planning Commission hearing, that Commission, by a vote of 9-0 with two Commission seats vacant, moved to accept the findings and recommendations of staff and to recommend approval to the City Commission of the proposed **Edgewood Estates Second Addition** subdivision plat, as presented, as the proposal complies with the Standards of Article 20-06, and all other applicable requirements of the LDC.

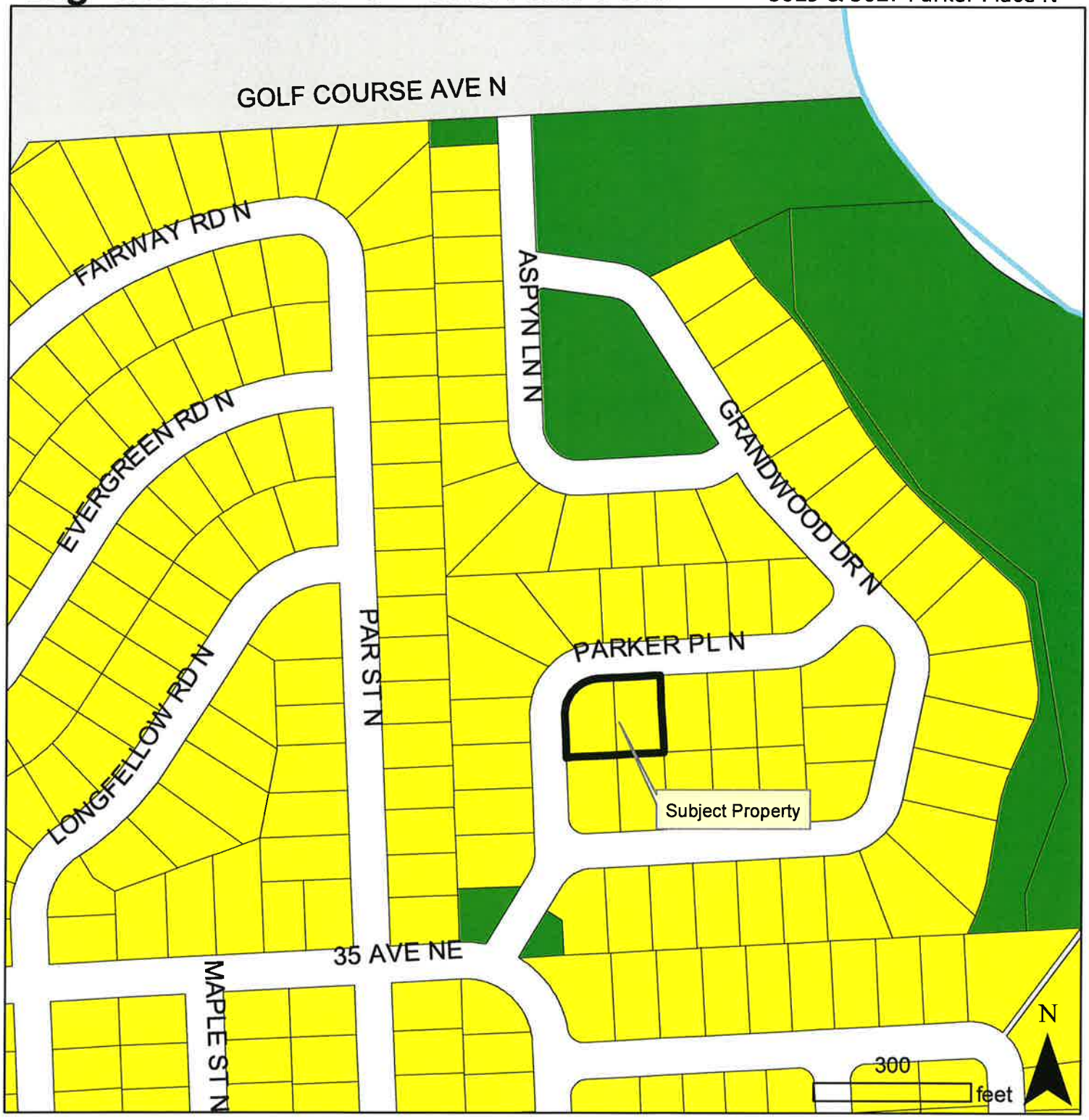
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Plat (Minor)

Edgewood Estates Second Addition

3619 & 3627 Parker Place N



THE CITY OF Fargo FAR MORE

Legend

AG, LC, MHP, SR-2, DMU, LI, NC, SR-3, GC, MR-1, NO, SR-4, GI, MR-2, P/I, SR-5, GO, MR-3, UMU, City Limits

Fargo Planning Commission
September 1, 2020

Plat (Minor)

Edgewood Estates Second Addition

3619 & 3627 Parker Place N

THE CITY OF Fargo FAR MORE

300 feet

Fargo Planning Commission
September 1, 2020

EDGEWOOD ESTATES SECOND ADDITION

BEING A REPLAT OF LOTS 9 AND 10, BLOCK 3, EDGEWOOD ESTATES

TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS: That Jon Shilling, a single person, is the owner and proprietor of the following described tract of land:

Lots 9 and 10, Block 3, Edgewood Estates, City of Fargo, Cass County, North Dakota.

Said tract of land contains 25,578 square feet, more or less.

And that said party has caused the same to be surveyed and re-platted as **EDGEWOOD ESTATES SECOND ADDITION** to the City of Fargo, Cass County, North Dakota, and does hereby vacate the utility easement as designated for vacation on this plat.

OWNER:

Lots 9 & 10:

Jon Shilling

State of North Dakota)
) ss
County of Cass)

On this 1st day of September, 2020, before me personally appeared Jon Shilling, a single person, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: _____

MEGAN DOYLE
Notary Public
State of North Dakota
My Commission Expires Nov. 23, 2020

SURVEYOR'S CERTIFICATE:

I, Curtis A. Skarphol, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 1ST day of SEPT., 2020.

Curtis A. Skarphol,
Professional Land Surveyor No. 4723

CURTIS A. SKARPHOL
LS-4723
PE-4723
Date 9/1/20
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
NORTH DAKOTA

State of North Dakota)
) ss
County of Cass)

On this 1st day of September, 2020, before me personally appeared Curtis A. Skarphol, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: _____

BRIDGET ESSLER
Notary Public
State of North Dakota
My Commission Expires July 13, 2023

CITY ENGINEER'S APPROVAL:

Approved by the Fargo City Engineer this _____ day of _____, 20____.

Brenda E. Derrig, City Engineer

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____ before me personally appeared Brenda E. Derrig, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same as her free act and deed.

Notary Public: _____

FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of Fargo Planning Commission this 1st day of September, 2020.

John Gunkelman, Chair
Fargo Planning Commission

State of North Dakota)
) ss
County of Cass)

On this 1st day of September, 2020, before me personally appeared John Gunkelman, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the Fargo Planning Commission.

Notary Public: _____

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires Nov. 14, 2023

FARGO CITY COMMISSION APPROVAL:

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo; and Steven Sprague, City Auditor, City of Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public: _____

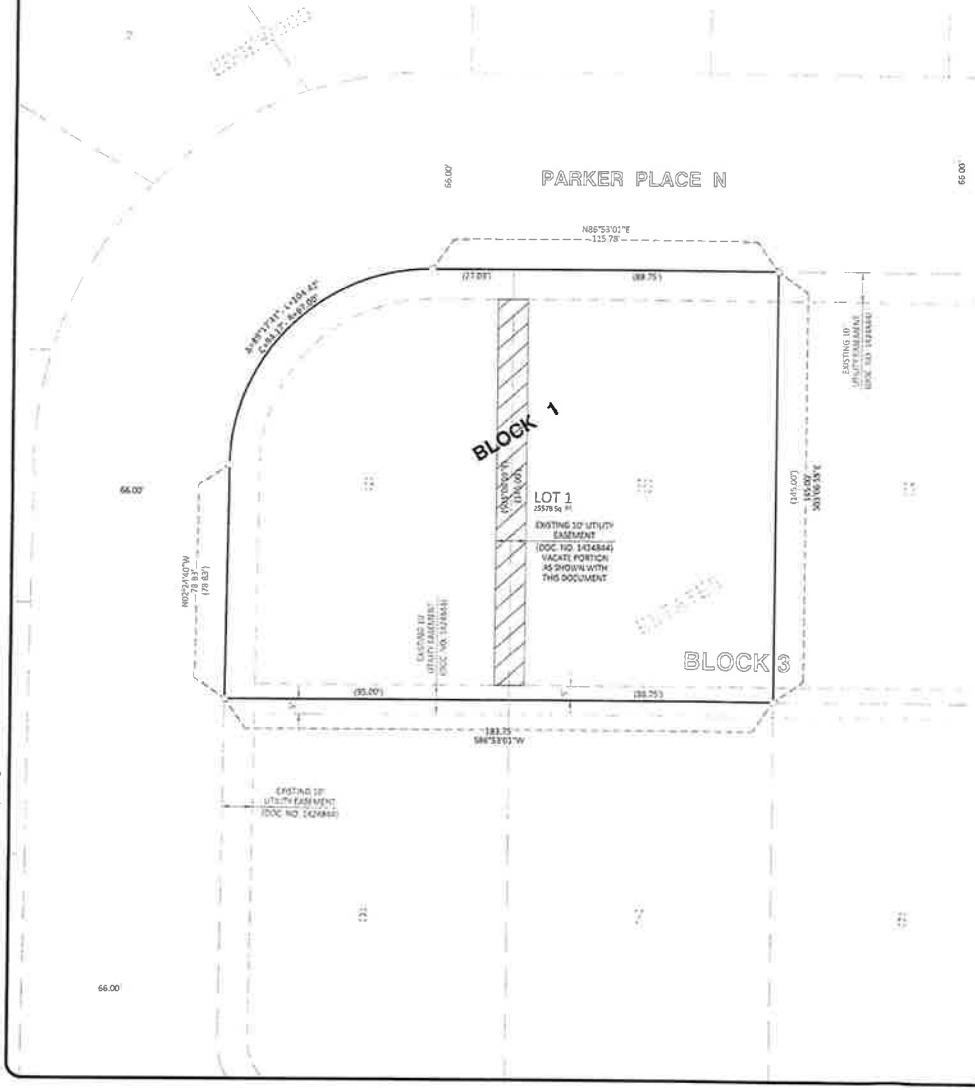
HOUSTON ENGINEERING, INC.

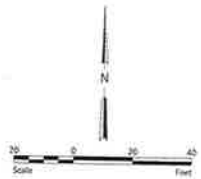
H:\SURVEY\6458\6458_0011\CAD\Plat\6458_0011Edgewood Estates Replat.dwg

EDGEWOOD ESTATES SECOND ADDITION

BEING A REPLAT OF LOTS 9 AND 10, BLOCK 3, EDGEWOOD ESTATES

TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)





LEGEND

IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
MEASURED BEARING	N00°00'00"E
PLAT BEARING	(N00°00'00"E)
MEASURED DISTANCE	100.00'
PLAT DISTANCE	(100.00')
PLAT BOUNDARY	
LOT LINE	
UTILITY EASEMENT	
EXISTING LOT LINE	
EXISTING UTILITY EASEMENT	
VACATE EXISTING UTILITY EASEMENT WITH THIS DOCUMENT	

BEARINGS SHOWN ARE BASED ON THE CITY OF FARGO HORIZONTAL DATUM

HOUSTON ENGINEERING, INC.

Sheet 1 of 2
Project No. 6458-0011

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256

City of Fargo Staff Report			
Title:	Metropolitan Park Second Addition	**Date:** **Updated:**	1/27/2021 4/29/2021
Location:	4455 30th Avenue South	**Staff Contact:**	Donald Kress, current planning coordinator
Legal Description:	Lot 1, Block 1, Metropolitan Park Addition		
Owner(s)/Applicant:	JPR Investments, LLC #13 / Nate Vollmuth-Goldmark	**Engineer:**	Mead and Hunt
Entitlements Requested:	**Minor Subdivision** (Plat of **Metropolitan Park Second Addition** a replat of Lot 1, Block 1, Metropolitan Park Addition)		
Status:	City Commission Public Hearing: May 3, 2021		

Existing		Proposed
Land Use: Undeveloped;		**Land Use:** Commercial
Zoning: LC, Limited Commercial		**Zoning:** No change
Uses Allowed: LC Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service.		**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: 55%		**Maximum Lot Coverage Allowed:** No change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Metropolitan Park Second Addition** a replat of Lot 1, Block 1, Metropolitan Park Addition

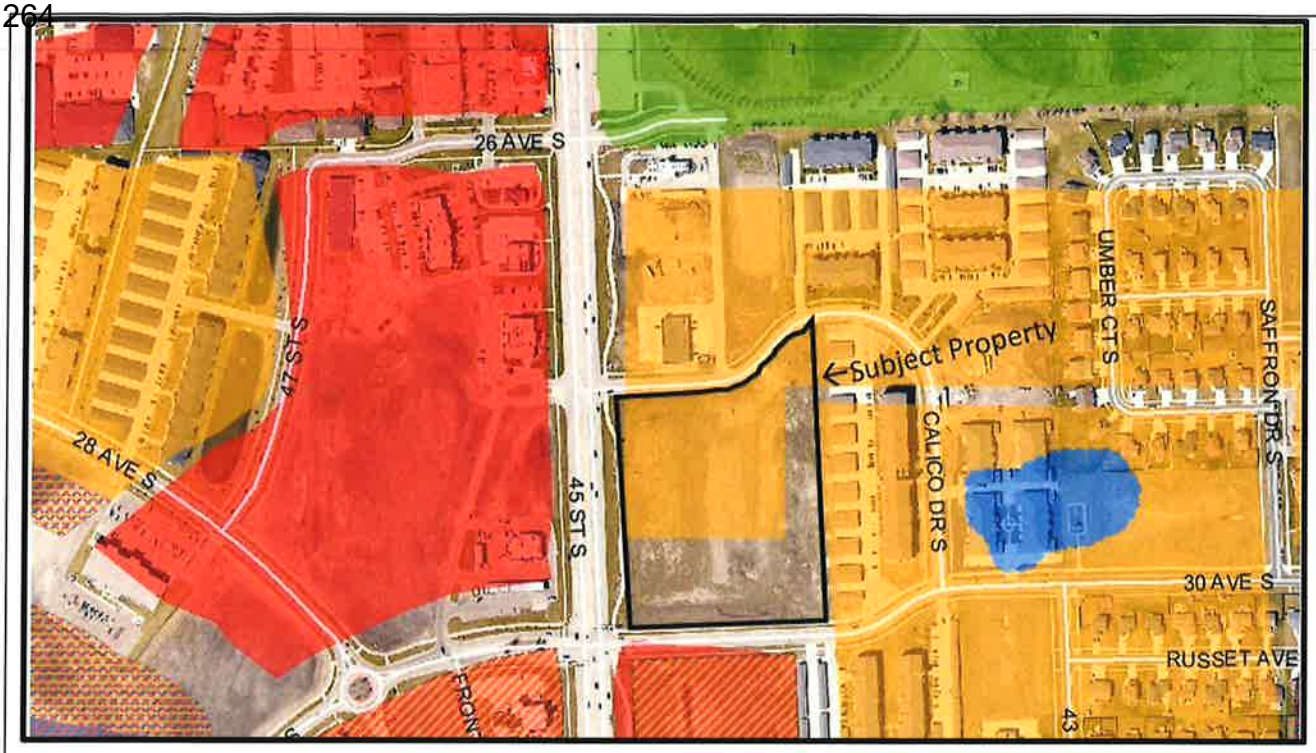
This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: LC with retail/service uses and MR-2, Multi-Dwelling Residential, with multi-dwelling residences.
- East: MR-3: Multi-Dwelling Residential with multi-residential dwellings
- South: LC with Fargo Housing Authority ownership; MR-2: Multi-Dwelling Residential with multi-residential dwellings; and MR-3: Multi-Dwelling Residential with multi-residential dwellings
- West: LC with retail/service uses.

Area Plans:

The subject property was originally designated as "medium to high density residential" in the Growth Plan for the Urban Fringe and Extra-Territorial Areas of the City of Fargo, specifically the Southwest Area Plan. On January 6, 2003, the City Commission approved a change to the "Commercial" land use designation along the east side of 45th Street South (the western portion of this property), at the time part of the Calico Prairie Addition. The property is currently zoned LC, Limited Commercial in accordance with that the "Commercial" land use designation.



Schools and Parks:

Schools: The subject property is located within the West Fargo School District, specifically within the Freedom Elementary, Liberty Middle and Sheyenne High schools.

Neighborhood: The subject property is located within the Anderson Park neighborhood.

Parks: Anderson Softball Complex, located at 4200 23rd Street South, is approximately 800 feet north of the subject property, and provides amenities of baseball/softball fields, concessions, picnic table, playground for ages 2-5, and restrooms

Pedestrian / Bicycle: An off-road multi-use trail is adjacent to the west side of the subject property, between the subject property and the 45th Street South right of way, which is a component of the metro area bikeways system.

Staff Analysis:

The plat will create four lots zoned LC, Limited Commercial The lots will take access through an access and utility easement running north-south approximately in the center of the plat. A Fargo Park District-owned property, which includes a multi-use trail, separates this property from 45th Street South.

MINOR SUBDIVISION

The LDC stipulates that the following criteria are met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The property within this plat is currently zoned LC, Limited Commercial. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any communication from the neighborhood. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of**

City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Metropolitan Park Second Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, applicable growth plan, Standards of Article 20-06 of the LDC and all other applicable requirements of the LDC."

Planning Commission Recommendation: February 2nd, 2021

At the February 2nd, 2021 Planning Commission hearing, by a vote of 6-0 with three Commissioners absent and two Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed plat of the **Metropolitan Park Second Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, applicable growth plan, Standards of Article 20-06 of the LDC and all other applicable requirements of the LDC

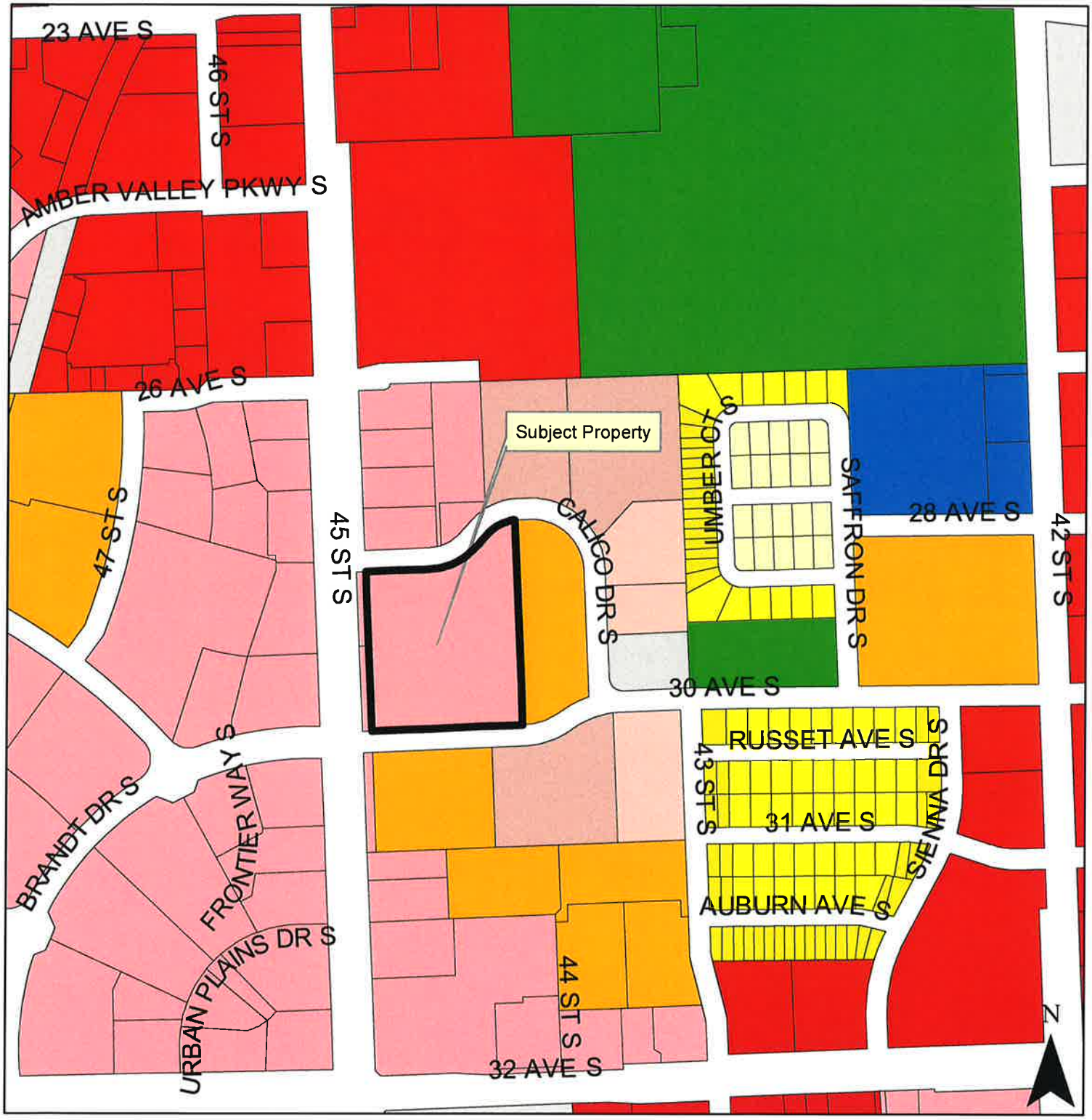
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Plat (Minor)

Metropolitan Park Second Addition

4455 30th Ave S



THE CITY OF Fargo FAR MORE

Legend

AG, LC, MHP, SR-2, DMU, LI, NC, SR-3, GC, MR-1, NO, SR-4, GI, MR-2, P/I, SR-5, GO, MR-3, UMU, City Limits

500 Feet

Fargo Planning Commission
February 2, 2021

Plat (Minor)

Metropolitan Park Second Addition

4455 30th Ave S

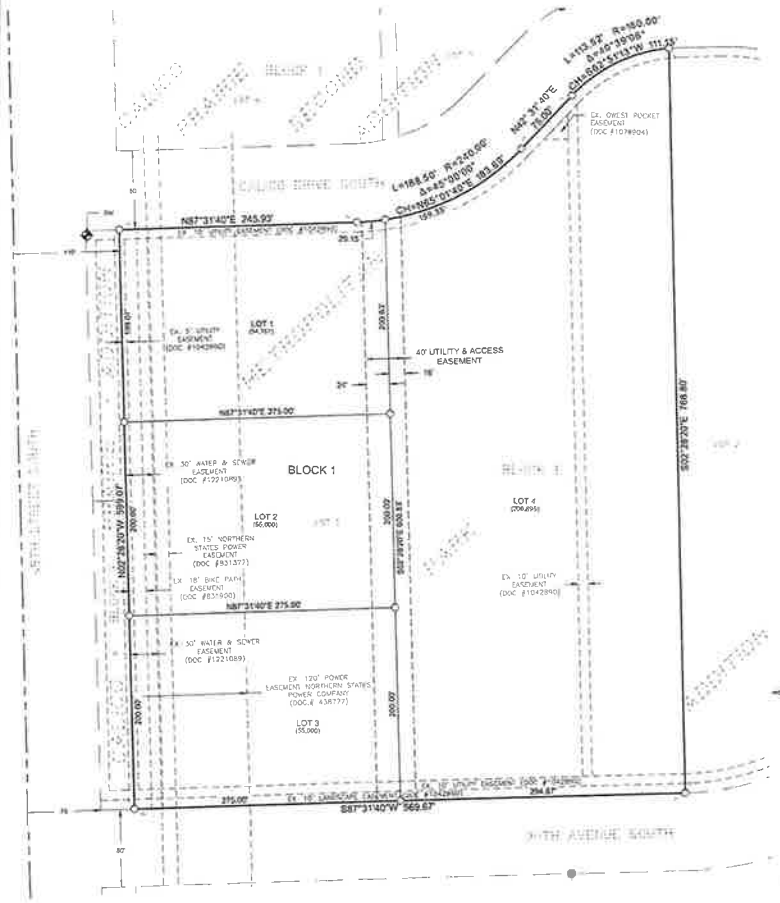
THE CITY OF Fargo FAR MORE

500 Feet

Fargo Planning Commission
February 2, 2021

METROPOLITAN PARK SECOND ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A REPLAT OF LOT 1, BLOCK 1 OF METROPOLITAN PARK ADDITION
(A MINOR SUBDIVISION)



0 60 120
SCALE IN FEET
ORIENTATION OF THIS BEARING SYSTEM IS CITY OF FARGO GROUND

NOTES

1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
2. BENCHMARK IS TOP NUT OF HYDRANT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF CALICO DRIVE SOUTH AND 45TH STREET SOUTH ELEVATION = 907.03 (NAVD88)

LEGEND

- MONUMENT IN PLACE
- SET MONUMENT (5/8" REBAR CAPPED PLS-27292)
- (5,000) LOT AREA (SQUARE FEET)
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- NEW LOT LINE
- PLAT BOUNDARY
- NEW EASEMENT LINE

OWNER'S CERTFICIATE

KNOW ALL PERSONS BY THESE PRESENTS, That the JPR Investments LLC #13A, a North Dakota Limited Liability Company, as owner of a parcel of land located in that part of the West Half of the Southwest Quarter of Section 22, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Lot 1, Block 1 of METROPOLITAN PARK ADDITION, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Containing 6.39 acres, more or less.

Subject to Easements, Restrictions, Reservations and Rights of Way of Record

Said owners of the above described property, have caused the same to be surveyed and platted as **"METROPOLITAN PARK SECOND ADDITION"** to the City of Fargo, a replat of Lot 1, Block 1, METROPOLITAN PARK ADDITION to the City of Fargo, Cass County, North Dakota and does hereby dedicate to the public, for public use, the Utility & Access Easement as shown on this plat.

OWNER:
JPR Investments LLC #13A
By: James P. Roers, President

James P. Roers, President

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 20__, appeared before me, James P. Roers, President, JPR Investments, LLC #13A, North Dakota Limited Liability Company, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that they executed the same as their own free act and deed.

Notary Public

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Joshua J. Nelson, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 28th day of April, 20 21.

Joshua J. Nelson, PLS
Professional Land Surveyor
Registration No. LS-27292

State of North Dakota)
) SS
County of Cass)

On this 28th day of April, 2021, appeared before me, Joshua J. Nelson, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Notary Public

LEAH MARTIN
Notary Public
State of North Dakota
My Commission Expires May 7, 2025

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this __ day of _____ 20__.

John Gunkelman
Planning Commission Chair

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 20__, before me, a notary public in and for said county, personally appeared John Gunkelman, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of Commissioners and ordered filed this __ day of _____ 20__.

Timothy J. Mahoney
Mayor

Attest:
Steven Sprague, City Auditor

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 20__, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, known to me to be the persons described in and who executed the same as a free act and deed.

Notary Public

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by the City Engineer this __ day of _____ 20__.

Brenda E. Derrig, P.E.
City Engineer

State of North Dakota)
) SS
County of Cass)

On this ____ day of _____ 20__, before me, a notary public in and for said county, personally appeared Brenda E. Derrig, City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public

Mead & Hunt
Phone: 701-566-6450
meadhunt.com

PROJECT NO.
4289700-210236.01
SHEET 1 OF 1

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

26

Type: Utility Relocation Agreement

Location: 3619 & 3627 Parker Place North

Date of Hearing: 5/10/2021

Routing	Date
City Commission	5/17/2021
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed a communication from Project Engineer, Roger Kluck, regarding a Storm Sewer Relocation Agreement for 3619 and 3627 Parker Place North.

Last fall Engineering was asked to re-plat 3619 and 3627 Parker Place North into one lot. Due to an existing public storm sewer between the two lots, it was determined that the homeowner would pay for the private engineering and construction to move the line and would pay the cost for Public Works to video the storm sewer line once relocated. The applicant has prepaid Public Works and intends to move forward with the project.

Staff is seeking approval of the Storm Sewer Relocation Agreement and allowing the project to proceed.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to recommend approval of the Storm Sewer Relocation Agreement and allowing the project to proceed.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Storm Sewer Relocation Agreement and allowing the project to proceed.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
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	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

THE CITY OF Fargo
FAR MORE

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

Memorandum

To: Members of PWPEC

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

Date: April 29, 2021

Re: Utility Relocation Agreement - 3619 & 3627 Parker Place North

---

Background:

Last fall Engineering was asked to re-plat 3619 and 3627 Parker Place North into one lot. The difficulty in re-platting was there exists a public storm sewer between the two lots. In discussions with the Applicant and their Engineer, Houston, it was determined that the homeowner would pay for the private engineering and construction to move the line and would pay the cost for Public Works to video the storm sewer line once relocated. The applicant agreed, has prepaid Public Works, and wants to move forward with the project. The applicant has signed the attached agreement and we seek PWPEC and Commission authorization for the Mayor to sign the Agreement. .

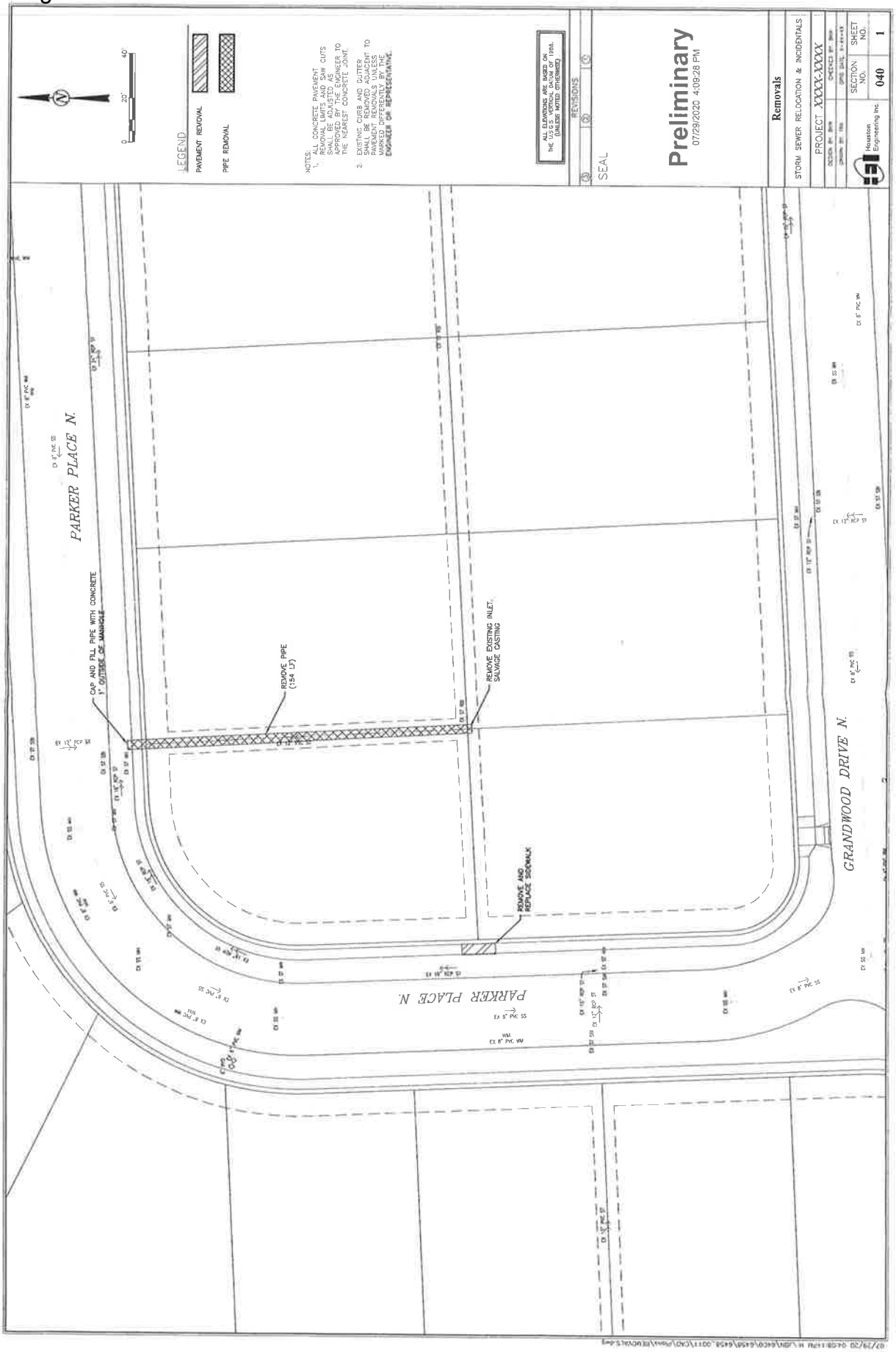
Engineering believes the Agreement is reasonable and recommends approval. Funding will come from the property owner.

Recommended Motion:

To approve the Agreement and allow the project to proceed.

REK/klb

Attachment


LEGEND
PAVEMENT REMOVAL
PIPE REMOVAL
NOTES:
1. ALL CONCRETE PAVEMENT REMOVAL LIMITS AND SAW CUTS SHALL BE ADJUSTED AS NEEDED AND APPROVED BY THE ENGINEER TO THE NEAREST CONCRETE JOINT.
2. EXISTING CURB AND GUTTER SHALL BE REMOVED ADJACENT TO PAVEMENT REMOVALS UNLESS MARKED OTHERWISE ON PLANS. ENGINEER OR REPRESENTATIVE.
ALL ELEVATIONS ARE BASED ON THE U.S.G.S. VERTICAL DATUM OF 1988. (UNLESS NOTED OTHERWISE)
REVISIONS
SEAL
Preliminary
07/29/2020 4:09:28 PM
Removals
STORM SEWER RELOCATION & INCIDENTALS
PROJECT XXXX-XXXX
Houston Engineering Inc.
SECTION NO.
SHEET NO.
040
1
PARKER PLACE N.
GRANDWOOD DRIVE N.
CAP AND FILL PIPE WITH CONCRETE 1' OUTSIDE OF MANHOLE
REMOVE PIPE (154 LF)
REMOVE EXISTING INLET, SALVAGE CASTING
REMOVE AND REPLACE SIDEWALK

Storm Sewer Relocation Agreement

This agreement, made and entered into between Jon Shilling "Owner" and the City of Fargo, a North Dakota municipal corporation, "City" for the purpose of relocating an existing storm sewer previously accepted by City in Edgewood Estates ("Project").

For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Owner holds all right, title and interest in the Property legally described as follows:

Edgewood Estates Second Addition, being a replat of Lots 9 and 10, Block 3, Edgewood Estates to the City of Fargo, County of Cass, State of North Dakota (a minor replat).

Hereinafter the "Property".

2. Owner intends to privately fund the relocation of an existing storm sewer presently located in the 10' public utility easement ("PUE") described as the east 5 feet of Lot 9 and the west 5 feet of lot 10 of Block 3 Edgewood Estates, such PUE to be vacated by replat titled Edgewood Estates Second Addition, being a replat of Lots 9 and 10, Block 3, Edgewood Estates.

3. The relocated storm sewer shall be constructed in an existing 10' public utility easement described as follows, and as indicated in the plat of Edgewood Estates Second Addition:

The south 5 feet of lot 9 and the north 5 feet of lot 8 of Block 3 Edgewood Estates Second Addition.

4. Owner will directly contract for engineering and construction services for the Project, and will make direct payment for the services. Owner's contractor(s) and engineer (s) must be licensed under the laws of the State of North Dakota, and otherwise be responsible bidders as determined by City. Owner, its Contractor and Engineer are responsible for securing all necessary permits to work in the City Public Rights of Way, and shall comply with all permit requirements.

5. City shall have no obligation, liability, or responsibility for any payment arising from Owner's work under this Agreement. In no event will City be responsible for any payments, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work.

6. Owner shall be responsible for locating all private and public utilities existing in the existing PUE and proposed PUE, and shall be responsible for relocating such utilities, if necessary, at Owner's sole cost and expense.

7. Owner is responsible for providing "as built" drawings to Engineering in a CADD and pdf format no later than 30 days after project completion. City shall engage a competent licensed Professional Engineer to create and draft record drawings if Owner and Contractor fail to provide. The costs of the licensed Professional Engineer to provide record drawings shall be billed to the Owner. Payment is due within 30 days. If payment is not received within 30 days, interest will accrue at a rate of 1.5% per month.

8. City will provide design and construction oversight.

9. Owner shall be responsible for compliance with all City construction standards and specifications, including but not limited to compliance with the City of Fargo Requirements for Engineering Services on Public Construction Projects, dated April 2007. http://engineering.cityoffargo.com/07_PROJECT%20INFORMATION/_COF%20Engineering%20Consultant%20Files/2007-Requirements%20for%20Engineering%20Services%20on%20Public%20Projects.pdf

10. Owner hereby gives City, its officers, employees, agents, representatives and contractors, license and right of entry and access upon, over, across and through the Property for the purposes stated herein, at all times, until such time as the stated purpose is completed.

11. Upon completion, City shall be notified and given an opportunity to inspect and accept. Owner understands and agrees that City shall have final approval for the storm sewer project, and sole discretion to accept the Project upon completion. City accepts no responsibility for the Project until final approval. Paving may not commence until City accepts the underground Infrastructure Improvements.

12. City shall televise the storm sewer, at Owner's sole cost and expense. City agrees to identify any deficiencies, and Owner agrees to correct and/or repair the Project to City's satisfaction within 90 days from City's notice of rejection, unless a longer time is agreed to in writing. City reserves the right to remedy the Project deficiencies and assess the Owner's Property for the cost, in accordance with the terms herein.

13. Owner understands and agrees that failure to secure acceptance from City of the Project may result in the establishment of a special assessment district for the purpose of financing the completion of the Project to City's approval standards, and that Owner's property will be the only property in the district. City will levy special assessments against Owner's Property to recover all costs of the Project, in accordance with Chapter 40-22 of the North Dakota Century Code. Owner waives its right to protest the resolution of necessity for the Project, if any is required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of cost thereof to Owner's Property.

Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the Project.

14. Owner agrees to indemnify, release and hold harmless City, its successors and assigns, for any and all design and construction deficiencies, and any damages arising as result thereof, including consequential and foreseeable damages resulting from the City's rejection of the Project.

15. Governing Law. 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.

16. No Forbearance. 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.

17. Survival of Agreement. 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.

18. Time is of the Essence. Time is of the essence of all of the Owner's obligations under this Agreement.

19. Entire Agreement. 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.

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

(Signatures on following page.)

Dated this 21st day of April, 2021.

OWNER:

Jon Shilling, an ~~individual~~

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

On this 21st day of April, 2021, before me, a notary public in and for said county and state, personally appeared Jonathan Shilling, the Owner of the Property described in the agreement, 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.

MELONI S GIROUX
Notary Public
State of North Dakota
My Commission Expires April 25, 2023

(SEAL)

Notary Public
Cass County, North Dakota

Dated this ____ day of _____, 2021.

CITY OF FARGO
a North Dakota municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

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

On this ____ day of _____, 2021, before me, a notary public in and for said county and state, personally appeared **DR. TIMOTHY J. MAHONEY, M.D.** and **STEVEN SPRAGUE**, to me known to be the Mayor and Auditor, respectively, of the **CITY OF FARGO,** a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

_____
Notary Public
Cass County, North Dakota

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

CITY OF Fargo

PUBLIC WORKS
OPERATIONS

27

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

May 3, 2021

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

RE: RFP20080; Authorization to extend the Highway Deicing Salt contract with Compass Minerals America, Inc. for the 2021/2022 season.

Commissioners:

Proposals were received and opened on Thursday, April 30, 2020, in response to a Request for Proposal (RFP) issued by Public Works for "Furnishing and Delivering Bulk Highway Deicing Salt". The proposals were evaluated based on the established criteria and Compass Minerals America, Inc. was selected for the 2020/2021 contract at $101.69 per ton.

As part of the 2020 RFP, language was included that allows for two (2) one (1) year extensions under the original terms of the RFP. Public Works staff has visited with Compass Minerals and at this time we are requesting authorization to extend the contract for the 2021/2022 winter season under the same terms and pricing of the initial 2020 RFP (RFP20080).

RECOMMENDED MOTION: RFP20080; I/we hereby move based on the request for proposal (RFP20080) to extend the initial Highway Deicing Salt contract with Compass Minerals America, Inc. for the 2021/2022 season at a price of $101.69 per ton.

Respectfully submitted,

Paul Fiechtner
Public Works Services Manager

CITY OF Fargo

Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

28

May 17th, 2021

The Honorable Board of City Commissioners
City of Fargo
225 4th St N
Fargo, North Dakota 58102

RE: AFB20132 Metro Transit Garage Lighting Project Change Order

Commissioners,

Superior Electric of Fargo is requesting a time extension to the contract for AFB20132 Metro Transit Garage Lighting Project. Some of the exterior wall pack lights have been back ordered and Superior Electric has not received these items from their supplier. The time extension request from the contractor is attached. I support this time extension request.

Superior Electric of Fargo is requesting an additional 25 tube light bulbs be purchased and installed. The original bid documents for this project was incorrect for the amount of 4' tube light bulbs needed for the replacement in the administrative offices. The cost for the additional light bulbs and installation is attached. The additional cost of this change order does not exceed the budget for this project. I support the purchase and installation of these bulbs.

Recommended Action: For AFB20132, approve and sign change order with Superior Electric of Fargo, LLC for the time extension and additional light bulbs for the Metro Transit Garage lighting replacement project

Respectively submitted,

Jordan Smith

Jordan Smith
Transit Fleet and Facilities Manager

Change Order #1

Revisions to the Contract for Construction between **Owner** and **CONTRACTOR** are agreed as follows.

PROJECT: Metro Transit Garage Lighting Update - AFB20132

Metro Transit Garage	650 23rd St N	2/22/2021
Name	Address	Date of Commencement

CHANGES: Description of the added/deleted/revised Work

WORK: Time extension to August 31st, 2021. Purchase and installation of 25 additional tube light bulbs.

REASON FOR CHANGES: Time extension for backordered exterior wall pack lights. Incorrect amount of light bulbs were specified in the original bid documents.

LIST OF SUPPLEMENTAL INFORMATION/DRAWINGS (ATTACHED): Request for time extension from contractor is attached. Quote for additional light bulbs and installation is attached.

CONTRACT SUM:

Contract Sum PRIOR to this Change (including previously approved Change Orders):		$73,759.00
Contract Sum AFTER to this Change:		$74,147.00
TOTAL CHANGE:		$388.00

CONTRACT DURATION:

Substantial Completion PRIOR to this Change (including previously approved Change Orders):		5/31/2021
Substantial Completion AFTER this Change:		8/31/2021
TOTAL CHANGE:	days + or -	92

APPROVALS:

CHANGE SUBMITTED BY: Jordan Smith

APPROVED BY:

CONTRACTOR: Superior Electric LLC — DATE: 5/13/21

OWNER: City of Fargo - Dr. Timothy J Mahoney, M.D , Mayor — DATE:

ATTEST: City Auditor — DATE:

Owner: City of Moorhead - Mayor — DATE:

ATTEST: City Manager — DATE:

SUPERIOR ELECTRIC

1533 10th ST N
FARGO, ND 58102
PHONE: 701-850-9064
merbes@superiorelectricfargo.com

Project: Metro Transit Bus Added Lamps CO

Date: 5/10/21

Proposal Includes:

- **Provide and install (25) 4' LED direct lamps.**

Materials = 25 x 12.02 = $300.50
Labor = 25 x 0.05hr = 1.25 x $70/HR = $87.50

Bid Total $388.00

Sincerely,
Marc Erbes
Accepted by Signature_____
Printed Name _____
Date Accepted_____
PO Number_____
Good for 15 days

SUPERIOR ELECTRIC

1533 10th ST N
FARGO, ND 58102
PHONE: 701-850-9064
merbes@superiorelectricfargo.com

Project: Metro Transit Bus Lighting Upgrades **Date: 5/12/21**

RE: Extension request to the contract

Due to the exterior Wall packs being back ordered we are requesting a contract extension. We expect these to arrive late May or Early June.

Sincerely,

Marc Erbes
President

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

29

May 18, 2021

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

Dear Commissioners:

The attached amendment to the contract between the City of Fargo and KLJ, Inc. for $3,062.84 is for work by KLJ, Inc. to modify 90% plans and update design calculations. There are no other changes to terms of the contract.

The requested motion is to approve the attached amendment between the City of Fargo and KLJ, Inc. for $3,062.84.

Thank you.

Sincerely,

JBommelman

Julie Bommelman
Transit Director
City of Fargo

\Attachment

Printed on Recycled paper.

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 7

Background Data

a. Effective Date of Engineer-Owner Agreement: April 2019

b. Engineer: KLJ Engineering, LLC

c. Owner: City of Fargo

d. Project: GTC Remodel

e. This Part of the Project: GTC Exterior Renovations

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☒ Modifications to time(s) for rendering Services

Description of Modifications

KLJ's scope of services have been modified as identified in the Exhibit A.7 attached.

Agreement Summary

a. Original agreement amount:	$332,740.08
b. Net change for prior amendments:	$225,245.89
c. This amendment amount:	$3,062.84
d. Adjusted Agreement amount:	$561,048.81

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 20, 2021.

ENGINEER: KLJ Engineering, LLC

Mark Anderson

By: Mark Anderson

Title: Vice President, EPW

Date Signed: 4/21/2021

OWNER: City of Fargo

By: Tim Mahoney, MD

Title: Mayor

Date Signed:

KLJ

Exhibit A.7
Contract Amendment No. 7
April 20, 2021
Architectural/Engineering Services
GTC Remodel
GTC Design Bid Build
Fargo, ND

Engineer's Services

The following modifications have been made to the scope of work included in the original contract between city of Fargo and KLJ dated April 2019. After the 90% progress plans were reviewed with the City, it was requested the extents of the canopy along the south side of the GTC be modified. The modifications include keeping the original extents of the canopy between Grid 2.1 and Grid 5.1, while removing the portions of the canopy to the west. Below is a summary of the scope of services to be provided by KLJ.

a. GTC Exterior Remodel

A. Construction Documents
1. Modify 90% plans and opinions of cost to align with changes to the canopy as described above.
2. Update design calculations to reflect changes to the canopy as described above.

b. Revised Project Schedule

Contract Amendment Execution/Notice to Proceed	January 25, 2021
Kick-Off Meeting	Week of February 8, 2021
50% Design Meeting	Week of March 1, 2021
90% Design Meeting	Week of April 5, 2021
Final Construction Documents	Week of April 26, 2021
Advertise for Bid	April 28, 2021
Open Bids	May 19, 2021
Construction Administration	June – November 2021

c. Services Not Included

These services can be provided upon request and will be negotiated at the time services are rendered and will be address in an amendment to the contract.

A. Reconfiguration of bus parking layout.
B. Preparation of multiple bid packages for any tasks or re-bidding a bid package.
C. Preparation of as-built drawings.
D. Additional services, tasks, and meetings not described in tasks outlined above.
E. Extended construction administration for construction duration in excess of the timelines included in the tasks outlined above.

KLJ

ENGINEERING FEES

GTC REMODEL - Contract Amendment #7 (April 20, 2021)								
1.	**Direct Labor**	**Hours**	**X**	**Rate**	=	**Project Cost**	**Total**	
	Contract Administrator	0.5	X	30	=	$ 15.00	$	15.00
	Project Manager	10	X	59	=	$ 590.00	$	590.00
	Engineer	2	X	45	=	$ 90.00	$	90.00
	CAD Technician I	8	X	25	=	$ 200.00	$	200.00
	Engineering in Training I	2	X	32	=	$ 64.00	$	64.00
			X		=	$ -	$	-
			X		=	$ -	$	-
			X		=	$ -	$	-
			X		=	$ -	$	-
			X		=	$ -	$	-
			X		=	$ -	$	-
			X		=	$ -	$	-
Subtotal					=	$ 959.00	$	959.00
2.	**Overhead/Indirect Cost (expressed as indirect rate x direct labor)**					185.16%	$	1,775.68
3.	**Subcontractor Costs**					$ -	$	-
4.	**Materials and Supplies Costs**					$ -	$	-
5.	**Travel Costs**					$ -	$	-
6.	**Fixed Fee**					12%	$	328.16
7.	**Miscellaneous Costs**						$	-
Total Cost					=		**$**	**3,062.84**

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE (32)

Improvement District No. MS-16-J0 Type: Amendment #1

Location: North Broadway Bridge Date of Hearing: 5/10/2021

Routing	Date
City Commission	5/17/2021
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Traffic Division Engineer, Jeremy Gorden, regarding Amendment #1 submitted by SRF Consulting Group in the amount of $39,421.00 ($25,700.50 City Portion) for additional services for the evaluation of the North Broadway Bridge. The costs are shared with Clay County.

Staff is recommending approval of Amendment #1 in the amount of $39,421.00 ($25,700.50 City / $13,720.50 Clay County) bringing the total contract amount to $199,407.00 ($129,614.55 City/ $69,792.45 Clay County).

On a motion by Mark Williams, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #1 to SRF Consulting Group.

RECOMMENDED MOTION
Concur with recommendations of PWPEC and approve Amendment #1 in the amount of $39,421.00 ($25,700.50 City Portion) bringing the total contract amount to $199,407.00 ($129,614.55 City Portion) to SRF Consulting Group.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: COF & Clay County Hwy Dept

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
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	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo
FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jeremy Gorden, P.E., PTOE, Division Engineer - Transportation

Date: May 6, 2021

Re: Improvement District No. MS-16-J0 - Amendment #1 - Consulting Engineering Service Contract with SRF Consulting Group North Broadway Bridge Study

---

Background:

I am requesting approval of the subject request (attached), from Jamison Beisswenger with the SRF Consulting Group, for an additional $39,421.00 in engineering fees. This request covers additional services associated with determination of the "way ahead" for the North Broadway Bridge. The additional services include:

1. Traffic analysis to determine closure impacts
2. Approach roadway analysis
3. Additional geotechnical evaluation of the pertinent bridge/approach areas
4. Conceptual design for potential repairs/reconstruction
5. Administration and public engagement requirements

The current contract value is $159,986.00. If this $39,421.00 amendment request is approved, the total contract value will be $199,407. This cost is evenly split between the City of Fargo and Clay County – except for geotechnical work investigating the approach on the Fargo side of the river, which will be paid fully by the City of Fargo. This means the cost allocation for this amendment will be approximately as follows:

- City of Fargo - $25,700.50
- Clay County - $13,720.50

There is also approximately $16,000 remaining in the original contract for this project. These funds are being used for the continued monitoring of the bridge.

Recommended Motion:

Approve Amendment #1 in the amount of $39,421.00 ($25,700.50 City Portion) to SRF Consulting Group.

JMG/klb

Attachments

Ron Solberg

From: Jamison Beisswenger <jbeisswenger@srfconsulting.com>
Sent: Monday, April 26, 2021 3:25 PM
To: Jeremy Gorden; Ron Solberg
Cc: Brent Clark; Matt Pacyna
Subject: RE: Broadway Bridge Area Traffic Data
Attachments: 10466_NBroadwayBridge_Amendment1_210426.pdf; B1803205 - 2021 Update.pdf

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

Jeremy/Ron:

Attached is our proposal to amend the N. Broadway Bridge project as previously discussed. Also included is Braun's proposal in case you were curious. The scope/fee for Braun's work has been transferred over to SRF's fee proposal.

We were assuming that, since Fargo put together the original contract, the amendment contract would also be put together on your end. Let me know if I'm missing anything.

Let me know if you have any questions/concerns with the proposal, otherwise, we should be good to go given your notice to proceed.

Thanks,

Jamison Beisswenger, PE (MN ND WI)
Principal, Structures
SRF Consulting Group, Inc.
3701 Wayzata Boulevard, Suite 100, Minneapolis, MN 55416-3791
763.267.6605 direct | 612.803.9670 cell | 763.475.0010 main | jbeisswenger@srfconsulting.com

From: Jeremy Gorden <JGorden@FargoND.gov>
Sent: Friday, April 23, 2021 11:10 AM
To: Matt Pacyna <mpacyna@srfconsulting.com>
Cc: Jamison Beisswenger <jbeisswenger@srfconsulting.com>; Brent Clark <BClark@srfconsulting.com>
Subject: RE: Broadway Bridge Area Traffic Data

Matt – Sounds good to me, please proceed with the work, we'll get the paperwork sorted out before too long.
Jeremy

Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation
City of Fargo Traffic Engineering 225 4th St N Fargo, ND 58102
Office: 241-1545 Fax:241-8101 jgorden@FargoND.gov
Twitter: @fargostreets FargoND.Gov/city-government/departments/engineering/traffic-engineering

FargoStreets
MOVING FORWARD

SRF

SRF No. 10466

April 26, 2021

Jeremy Gordon/Ron Solberg
City of Fargo
200 North 3rd Street
Fargo, ND 58102

Subject: Amendment #1 to Project Number MS-16-J0; Bridge Inspection and Monitoring at the North Broadway Bridge.

Dear Mr. Gordon & Mr. Solberg::

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to amend the contract listed above.

Based on the City's request, we propose to provide additional services associated with the recent closure of the North Broadway Bridge over the Red River of the North as set forth in Attachment A.

Please note that, as of Friday, April 23, 2021, SRF has $16,899.58 remaining in the original contract. Per previous discussions, it is assumed that this remaining amount will be utilized for continued assistance with monitoring the existing bridge. — correct

Thank you for the opportunity to assist the City of Fargo with the continued evaluation of the North Broadway Bridge. If you need any additional information, please contact Jamison Beisswenger at 763.267.6605 or jbeisswenger@srfconsulting.com.

Sincerely,

SRF CONSULTING GROUP, INC.

Digitally signed by Jamison Beisswenger
DN: C=US, E=jbeisswenger@srfconsulting.com, O="SRF Consulting Group, Inc.", CN=Jamison Beisswenger
Date: 2021.04.26 15:05:35-05'00'

Jamison Beisswenger
Principal

JMB

Attachment A: Amendment 1 Work Tasks and Person-Hour Estimates

pw:\\srf-pw.bentley.com:srf-pw\Documents\Projects\10466\10466\01_ProjData\00_ProjManage\ScheduleScope\10466_NBroadwayBridge_Amendment1_210426.docx

SRF Consulting Group, Inc.

Client: City of Fargo

Project: Fargo North Broadway Bridge Evalauation

Subconsultants: Braun Intertec

Work Tasks and Person-Hour Estimates

10466

TASK NO.	SUMMARY OF TASKS
1.0	Project Administration
2.0	Public Engagement
3.0	Traffic Analysis
4.0	Bridge Concept Design
5.0	Approach Roadway Evaluation

Project Overview:

This amendment is an extension of the monitoring work performed by SRF for the North Broadway Bridge over the Red River.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Fargo

Project: Fargo North Broadway Bridge Evalauation

Subconsultants: Braun Intertec

10466

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
1.0	**Project Administration** Assumptions: Assumes 1 hour/week for 8 weeks									
1.1	General project management includes staff assignments, invoicing, etc.	8	-	-	-	-	-	-	8	$1,720.00
	SUBTOTAL - TASK 1	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**$1,720.00**
2.0	**Public Engagement** Assumptions: Send mailer to residents within 0.5 miles of project area Facebook targeted promotions over 2 week period Client Deliverables: Confirmation of Mailer Area Review of Questions									
2.1	Develop survey questions for review by City. Revise survey questions based on City comments.	2	-	-	-	6	4	-	12	$1,482.00
2.2	Survey Administration. Send out mailers and targeted promotions.	1	-	-	-	12	2	-	15	$1,731.00
	SRF Deliverables: Brief survey (3-4 questions) developed in online version using survey123, hard copy available on request									
	SUBTOTAL - TASK 2	**3**	**0**	**0**	**0**	**18**	**6**	**0**	**27**	**$3,213.00**
3.0	**Traffic Analysis**									
3.1	Review historical average daily traffic (ADT) volumes within the study area.	-	-	-	4	-	-	-	4	$504.00
3.2	Collect traffic count data at up to six (6) intersection locations. Traffic data will be collected utilizing video count equipment and processed for 24 hours.	-	-	-	-	24	-	-	24	$2,640.00
3.3	Collect Streetlight speed data to gain an understanding of vehicular speeds in the area before and after the bridge closure. Note this excersise will have a focus on 10th Street N.	1	-	-	4	12	-	-	17	$2,039.00

SRF Consulting Group, Inc.

Client: City of Fargo

Project: Fargo North Broadway Bridge Evalauation

Work Tasks and Person-Hour Estimates

Subconsultants: Braun Intertec

10466

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
3.4	Compare historical traffic and collected traffic count data to identify travel pattern changes associated with the N Broadway Bridge closure.	1	-	-	3	4	-	-	8	$1,033.00
3.5	Identify potential traffic calming mitigation measures to reduce traffic volumes through the 10th Street N neighborhood.	2	-	-	5	-	-	-	7	$1,060.00
3.6	Prepare a draft summary documenting the findings of the data collection efforts. Make revisions as appropriate based on City review and prepare a final document.	4	-	-	12	4	2	-	22	$3,008.00
3.7	Provide day-to-day project management, adminstration, and quality control, as well as general coordination with project staff. One (1) conference call meeting with project staff is included in this task.	4	-	-	4	-	-	-	8	$1,364.00
	SRF Deliverables: Draft/Final Summary documenting data collection efforts and potential traffic calming measures									
	SUBTOTAL - TASK 3	**12**	**0**	**0**	**32**	**44**	**2**	**0**	**90**	**$11,648.00**
4.0	**Bridge Concept Design** Assumptions: Concept layout will be based on Lidar survey information. No supplimental field surveys will be required. Cost estimates will be based on typical 'per-square-foot' cost estimates using MnDOT State-Aid Bridge historical data. No quantity development would be required. Client Deliverables: Lidar Survey Information									
4.1	Develop a conceptual layout for a bridge that is above a flood elevation (either 500 yr or 100 yr) as prescribed by the City.	4	-	16	-	-	16	-	36	$4,780.00
4.2	Develop a memo that details the concept bridge layout developed under Task 4.1 and provided an estimated cost for bridge construction/	4	-	12	-	-	-	1	17	$2,700.00
	SRF Deliverables: Draft/Final Summary Memo									
	SUBTOTAL - TASK 4	**8**	**0**	**28**	**0**	**0**	**16**	**1**	**53**	**$7,480.00**

SRF Consulting Group, Inc.

Client: City of Fargo

Project: Fargo North Broadway Bridge Evalauation

Subconsultants: Braun Intertec

Work Tasks and Person-Hour Estimates

10466

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
5.0	**Approach Roadway Evaluation** Assumptions: Cost for this work are listed under subconsultant expenses. Hours within task 5 are for SRF coordination/Management of the Braun's work.									
5.1	Performa a site visit to review the impacted roadway and riverbank slopes noting apparent signs of stability concerns (scarp at top of slope, any bulging at the toe, if visible, and/or shearing of soils along the sides) as well as general drainage patterns.	2	-	-	-	-	-	-	2	$430.00
5.2	Drill a single standard penetration test (SPT) boring to a depth of 50 feet for the project. Perform standard penetration tests at 2 1/2-foot vertical intervals. Obtain six thin-walled tube samples of the soils encountered for laboratory testing. If the intended boring depth does not extend through unsuitable material, extend the boring at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others.	-	-	-	-	-	-	-	0	$0.00
5.3	Perform 15 moisture content, 6 moisture content and unit weight, and 6 Atterberg limit tests.	-	-	-	-	-	-	-	0	$0.00
5.4	Analyze the stability at one section, through the apex of the movement. Use the program SIGMA/W to replicate and/or project structure deformation and evaluate structure loads. SEEP/W will be used to evaluate the impact of floods. SLOPE/W will be used to evaluate factors of safety for past events and future mitigation plans. The analyses will be developed from the subsurface exploration data. The analysis will be completed with Slope/W 2021 by Geo-Slope International Ltd. After visiting the site, completing the exploration, and beginning to perform modeling we anticipate meetings with the project stakeholders to discuss our observations, results of exploration and modeling, and discuss potential options that may improve the overall stability of the slope.	-	-	-	-	-	-	-	0	$0.00

SRF Consulting Group, Inc.

Client: City of Fargo

Project: Fargo North Broadway Bridge Evalauation

Subconsultants: Braun Intertec

Work Tasks and Person-Hour Estimates

10466

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
5.5	Evaluate the portion of N. Broadway Avenue south of the N. Broadway Bridge to assess the feasibility of keeping N. Broadway open into the future. Provide a report that provides the following: - A CAD sketch showing the exploration locations. - Logs of the borings describing the materials encountered and presenting the results of groundwater measurements and laboratory tests. - A summary of the subsurface profile and groundwater conditions. - A summary of the site conditions observed during reconnaissance. - The results of our settlement, seepage, and stability analyses. - Discussion of methods that could be used to mitigate the impact of slope movements on the floodwall and adjacent road, if necessary. - Recommendations for design and construction of agreed upon mitigation strategies.	-	-	-	-	-	-	-	0	$0.00
	SUBTOTAL - TASK 5	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	**$430.00**
	TOTAL ESTIMATED PERSON-HOURS	**33**	**0**	**28**	**32**	**62**	**24**	**1**	**180**	
	AVERAGE HOURLY BILLING RATE	$215.00	$179.00	$147.00	$126.00	$110.00	$98.00	$76.00		
	ESTIMATED LABOR AND OVERHEAD	$7,095.00	$0.00	$4,116.00	$4,032.00	$6,820.00	$2,352.00	$76.00		$24,491.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES									$2,950.00
									SUBTOTAL: (SRF Labor and Expenses)	$27,441.00
									SUBCONSULTANTS:	$11,980.00
	TOTAL ESTIMATED FEE (SRF and Subconsultants combined)									**$39,421.00**

Braun

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

Traffic Counts:	6	Counts @	$450.00	$2,700.00
Mailer:	500	Pieces @	$0.50	$250.00
			SRF EXPENSES:	**$2,950.00**

SRF Consulting Group, Inc.

Client: City of Fargo
Project: Fargo North Broadway Bridge Evalauation

Work Tasks and Person-Hour Estimates

Subconsultants: Braun Intertec

10466

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
SUBCONSULTANTS:										
	Braun Intertec									$11,980.00
									SUBCONSULTANTS:	**$11,980.00**

SUMMARY OF COSTS:		PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS
1	Project Administration	$ 1,720.00	$ -	$ -	$ -	$ -	$ -	$ -	$1,720.00
2	Public Engagement	$ 645.00	$ -	$ -	$ -	$ 1,980.00	$ 588.00	$ -	$3,213.00
3	Traffic Analysis	$ 2,580.00	$ -	$ -	$ 4,032.00	$ 4,840.00	$ 196.00	$ -	$11,648.00
4	Bridge Concept Design	$ 1,720.00	$ -	$ 4,116.00	$ -	$ -	$ 1,568.00	$ 76.00	$7,480.00
5	Approach Roadway Evaluation	$ 430.00	$ -	$ -	$ -	$ -	$ -	$ -	$430.00
TOTALS		**$7,095.00**	**$0.00**	**$4,116.00**	**$4,032.00**	**$6,820.00**	**$2,352.00**	**$76.00**	**$24,491.00**

SUMMARY OF HOURS:		PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS
1	Project Administration	8	-	-	-	-	-	-	8
2	Public Engagement	3	-	-	-	18	6	-	27
3	Traffic Analysis	12	-	-	32	44	2	-	90
4	Bridge Concept Design	8	-	28	-	-	16	1	53
5	Approach Roadway Evaluation	2	-	-	-	-	-	-	2
TOTALS		**33**	**0**	**28**	**32**	**62**	**24**	**1**	**180**

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
1502 Grumman Lane
Bismarck, ND 58504

Phone: 701.255.7180
Fax: 701.255.7208
Web: braunintertec.com

March 12, 2021

Change Order B1803205

Jamison Beisswenger, PE
SRF Consulting Group, Inc.
One Carlson Parkway North, Suite 150
Minneapolis, MN 55447-4443

Re: Geotechnical Evaluation
North Broadway, South of the Red River
City of Fargo Project Number MS-16-J0
Fargo, North Dakota

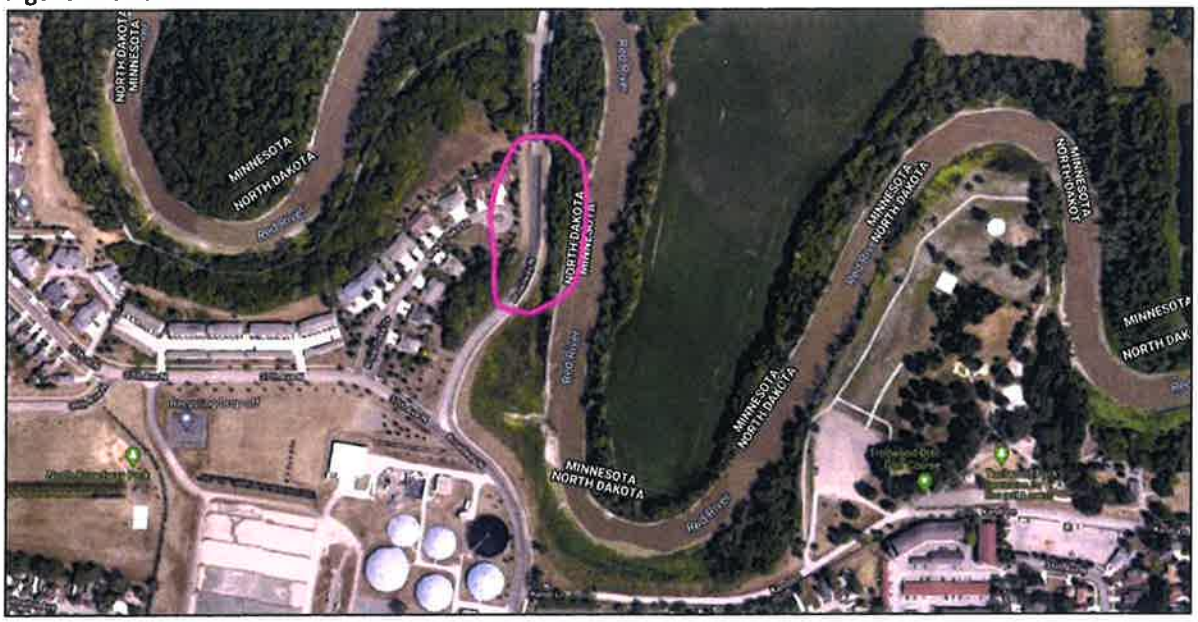
Dear Mr. Beisswenger:

Braun Intertec Corporation respectfully submits this scope of work to complete a geotechnical evaluation for North Broadway just south of the bridge over the Red River.

Project Information

Per our communication with you and Mr. Nathan Boerboom of the City of Fargo, we understand the City has noticed some cracking in the roadway in this area and is evaluating repair options for the road. The area of interest is circled in Figure 1 below.

Figure 1. Site Plan



Provided by Jamison Beisswenger of SRF on March 9, 2021.

Existing Project and Information

This project will be performed in accordance with our existing contract with SRF Consulting Group, Inc. (SRF) for City of Fargo Project Number MS-16-J0. The contract was executed on April 6, 2018 and the intent of the work was to provide geotechnical monitoring of riverbank movement that was impacting the north abutment and adjacent pier under the bridge. Services completed on the project to date include:

- ***Data review and site reconnaissance*** – document review from the bridge construction and repairs associated with movement since construction as well as a site visit to document current conditions.
- ***Subsurface Exploration*** – drilling four standard penetration test (SPT) borings and six cone penetration test (CPT) soundings to depths of 81 to 101 feet to evaluate the subsurface conditions in the vicinity of the sliding.
- ***Instrumentation Installation and monitoring*** – installing inclinometer casing and vibrating wire piezometers in selected borings and obtaining measurements between June 2018 and August 2019.
- ***Analytical Modeling*** – utilizing the exploration and monitoring data, survey data and historical bathymetry to develop analytical models to evaluate the factor of safety against failure at the two cross sections just west of the north bridge abutment.
- ***Reporting*** – we prepared a report providing the results of our exploration, monitoring and modeling and submitted it to SRF on November 22, 2019 under our project number B1803205.

Additionally, in 2019 we were contracted by Houston Engineering, Inc., and the City of Fargo to evaluate flood control alternatives for the end of Royal Oaks Drive just west of Broadway Drive at the location of interest. We performed three soil borings, completed laboratory testing and evaluated the stability of a levee alignment at that location. We provided the results of our exploration and analysis in a report submitted to Houston Engineering, Inc., on May 1, 2020, under our project number B1905389.

Purpose

The purpose of our geotechnical evaluation will be to review the existing data to characterize subsurface geologic conditions in the vicinity of the roadway, evaluate their impact on the future maintenance and repairs for Broadway, provide geotechnical recommendations for mitigating movement of the roadway, assist SRF in developing a high-level cost of repairs and the feasibility of the repairs being successful.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

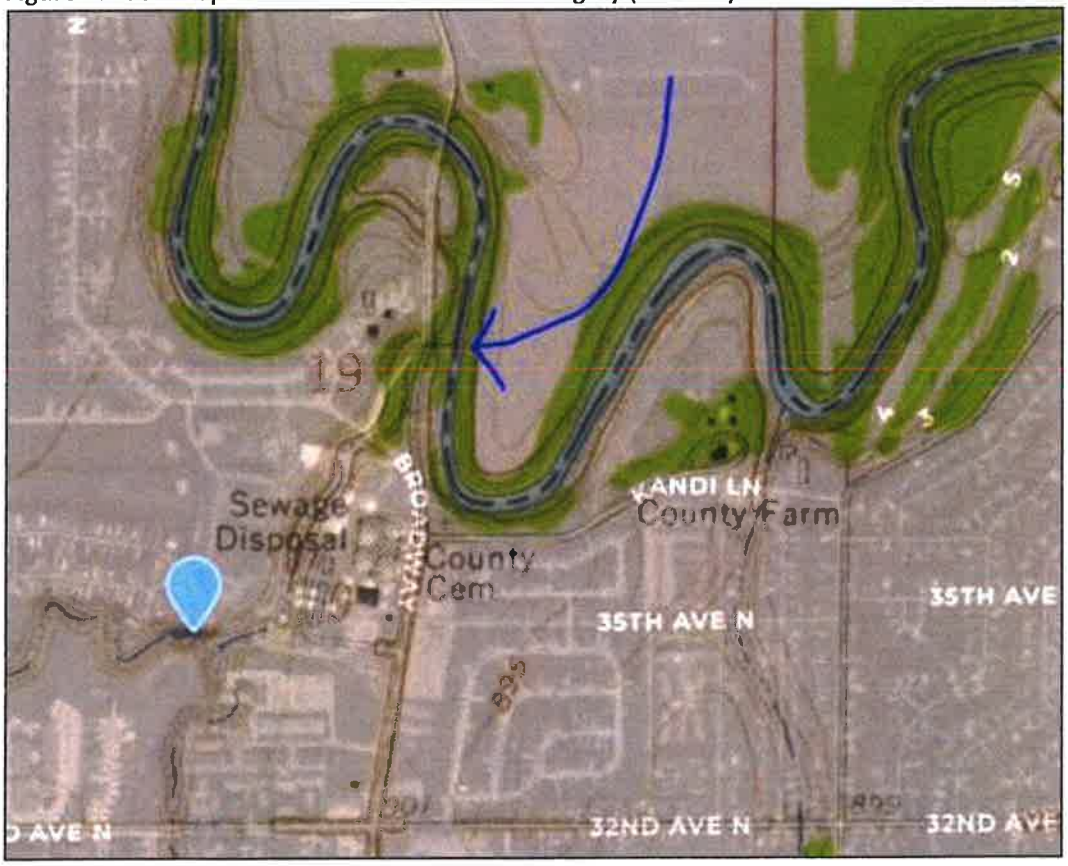
Site Reconnaissance, Document Review, and Meetings

A senior engineer will visit the site to review the impacted roadway and riverbank slopes. Our engineer will note visually apparent signs of stability concerns (scarp at top of slope, any bulging at the toe, if visible, and/or shearing of soils along the sides) as well as general drainage patterns.

Exploration

Based on a recent review of historic maps is appears there is a potential this portion of Broadway runs over an old drainage channel that discharged into the Red River. Our previous exploration for the Royal Oaks project did not include a boring in this specific location. It is our recommendation that a boring be performed in this area to better characterize the soil under the roadway. This data along with the existing information will be used to develop a soil profile for modeling.

Figure 2. 1959 Map overlain on current aerial imagery (roadway distress at end of blue arrow)



Site Access

The site is accessible to a truck mounted drill rig from Broadway Drive. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking
We will stake prospective subsurface exploration locations prior to mobilizing our drilling rig. We assume that SRF or the City will survey the boring location and provide coordinates and elevations to us.

Utility Clearance
Prior to drilling or excavating, we will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Traffic Control
Because Broadway is closed, we do not anticipate any need for traffic control.

Penetration Test Boring
We propose to drill a single standard penetration test (SPT) boring to a depth of 50 feet for the project. Figure 3 shows the location of the boring in relation to the borings we did for the Royal Oaks project in 2019 (ST-1 through ST-3). We will perform standard penetration tests at 2 1/2-foot vertical intervals.

We have also made provisions to obtain six thin-walled tube samples of the soils encountered for laboratory testing.

If the intended boring depth does not extend through unsuitable material, we will extend the boring at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Figure 3. Proposed Boring Location (ST-1 through ST-3 existing, new boring shown solid)

Groundwater Measurements

If the boring encounters groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring log.

Borehole Abandonment

We will backfill our exploration location immediately after drilling or after final groundwater measurements. We will seal the boring with grout.

Sealing with grout will prevent us from disposing of auger boring cuttings in the completed borehole. Unless otherwise directed, we intend to thin-spread the cuttings around the borehole. If cuttings cannot be thin-spread, they will be containerized and left on site. Off-site disposal of the cuttings can be performed for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 1. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	15	D2216	Soil classification, moisture condition, and engineering properties
Moisture content and unit weight	6		Wet and dry unit weight for use in evaluating engineering properties
Atterberg limits	6	D4318	Soil plasticity, classification of soil layers, engineering parameters, suitability of soils for reuse

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Analytical Modeling

We anticipate analyzing the stability at one section, through the apex of the movement. We will use the program SIGMA/W to replicate and/or project structure deformation and evaluate structure loads. SEEP/W will be used to evaluate the impact of floods. SLOPE/W will be used to evaluate factors of safety for past events and future mitigation plans. The analyses will be developed from the subsurface exploration data. The analysis will be completed with Slope/W 2021 by Geo-Slope International Ltd. We have assumed SRF or the City will supply us with a cross section of the existing ground for our analyses, including bathymetry within the Red River.

After visiting the site, completing the exploration, and beginning to perform modeling we anticipate meetings with the project stakeholders to discuss our observations, results of exploration and modeling, and discuss potential options that may improve the overall stability of the slope.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.

- A summary of the subsurface profile and groundwater conditions.
- A summary of the site conditions observed during our reconnaissance.
- The results of our settlement, seepage, and stability analyses.
- Discussion of methods that could be used to mitigate the impact of slope movements on the floodwall and adjacent road, if necessary.
- Recommendations for design and construction of agreed upon mitigation strategies.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Site reconnaissance – within about 2 weeks following receipt of written authorization, provided the snow has melted from the surface.
- Drill rig mobilization – within about 1 week following the site reconnaissance
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within about 3 weeks after completion of field exploration
- Report submittal – within about 2 weeks after review of preliminary results by SRF and the City and agreement on mitigation strategies to discuss in the final report.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of $11,980. We are attaching a tabulation showing the hourly and/or unit rates associated with our proposed scope of services, which match those from our contract.

Our original contract amount for the Broadway Bridge project is $76,208. To date we have billed out $56,769.75. Thus, with this additional scope of work we will still be well under our total contract amount.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. We anticipate this document will be used to develop a change order per our existing contract. The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule. To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ezra Ballinger by telephone at 701.232.8701 or by email at eballinger@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION

Ezra Ballinger, PE
Business Unit Leader, Senior Engineer

Charles D. Hubbard, PE
Principal Engineer

Attachments:
Project Proposal

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB135397

North Broadway

Client:

SRF Consulting Group, Inc.
Jamison Beisswenger
3701 Wayzata Boulevard
Suite 100
Minneapolis, MN 55416
(763) 475-0010

Work Site Address:

North Broadway at Red River
Fargo, ND 58102

Service Description:

Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Geotechnical Evaluation**				
Activity 1.1	**Site Reconnaissance**				**$748.00**
128	**Senior Engineer**	4.00	Hour	187.00	$748.00
Activity 1.2	**Exploration**				**$3,712.00**
9000	**Truck Mounted Drilling Services, per hour**	6.00	Each	340.00	$2,040.00
1022	**Thin-walled sample tubes (ASTM D 15 87), each**	6.00	Each	28.00	$168.00
1025	**Bore hole abandonment, per foot**	50.00	Each	3.00	$150.00
205	**Site layout and utility clearance**	2.00	Hour	104.00	$208.00
118	**Staff Engineer**	8.00	Hour	137.00	$1,096.00
1871	**GEO Trip Charge**	2.00	Each	25.00	$50.00
Activity 1.3	**Laboratory Testing**				**$1,131.00**
1152	**Moisture content, per sample**	15.00	Each	19.00	$285.00
1154	**Density of Soil Specimens, per sample**	6.00	Each	34.00	$204.00
1156	**Atterberg Limits LL and PL, Single-Point, per sample**	6.00	Each	107.00	$642.00
Activity 1.4	**Evaluation/Analysis/Reporting**				**$6,389.00**
138	**Project Assistant**	2.00	Hour	94.00	$188.00
126	**Project Engineer**	24.00	Hour	167.00	$4,008.00
125	**Project Control Specialist**	1.00	Hour	167.00	$167.00
130	**Principal Engineer**	4.00	Hour	226.00	$904.00
128	**Senior Engineer**	6.00	Hour	187.00	$1,122.00
				Phase 1 Total:	**$11,980.00**

Proposal Total:	**$11,980.00**

THE CITY OF Fargo
FAR MORE

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

May 7, 2021

33

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

Re: Temporary Construction Easement
Improvement District #FP-19-A1

Dear Commissioners:

Accompanying for City Commission review and approval is a Temporary Construction Easement with Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust in association with Improvement District #FP-19-A1.

RECOMMENDED MOTION:
Approve Temporary Construction Easement with Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Nancy Morris

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **Keith A. Ernst and Raymond P. Vogle, as Trustees of the Fred M. Hector Jr. Revocable Trust under agreement dated September 27, 2017,** hereinafter referred to as "Grantor", for and in consideration of the sum of One 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 solely for the purpose of Grantee's construction and use of a temporary access gravel road (the location and specifications of which shall be approved by Grantor prior to construction, such approval not to be unreasonably withheld, condition or delayed) and activities appurtenant thereto, said land being more fully described, to-wit:

That part of the Northeast Quarter of Section 4, Township 138, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 01°56'40" East, along the westerly line of said Northeast Quarter for a distance of 200.00 feet to the true point of beginning; thence continue South 01°56'40" East, along the westerly line of said Northeast Quarter, for a distance of 80.79 feet; thence North 51°18'24" East for a distance of 87.36 feet to the easterly line of an easement described in Document No. 1290492, on file at the Cass County Recorder's Office; thence North 01°56'40" West, along the easterly line of said easement, for a distance of 122.20 feet to the most

northerly corner of said easement; thence South 34°49'29" West, along the northwesterly line of said easement, for a distance of 116.94 feet to the true point of beginning.

Said tract contains 7,105 square feet, more or less.

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

Grantor warrants that it is the owner of the above-described premises and has the lawful right and authority to convey and grant the easement herein granted, subject to all easements, restrictions, reservations and rights of way of record, if any.

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.

Grantee understands and agrees that stockpiling or other construction activity will not take place on the easement property. At the end of the term hereof, Grantee agrees to remove the gravel access road and restore the easement property to its prior condition, unless Grantor has, at its discretion, notified the Grantee that Grantor desires for the access gravel road to be left in place at the end of the term.

Grantor, its successors and assigns, further agrees they will not disturb, injure, molest or in any manner interfere with said parcel to be used for access during the construction of the adjacent roadway, and Grantor expressly warrants and states that no obstacles of any kind shall be placed or located upon the parcel by or at the order of Grantor so as to interfere in any manner with the said parcel to be used for the access during the course of the construction phase of said project.

This easement shall automatically terminate on June 1, 2022.

(Signatures on following page.)

Dated this 20 day of April, 2021.

GRANTOR:

Keith A. Ernst. as Trustee of the Fred M. Hector Jr. Revocable Trust under agreement dated September 27, 2017

Raymond P. Vogle, as Trustee of the Fred M. Hector Jr. Revocable Trust under agreement dated September 27, 2017

Dated this ___ day of April, 2021.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

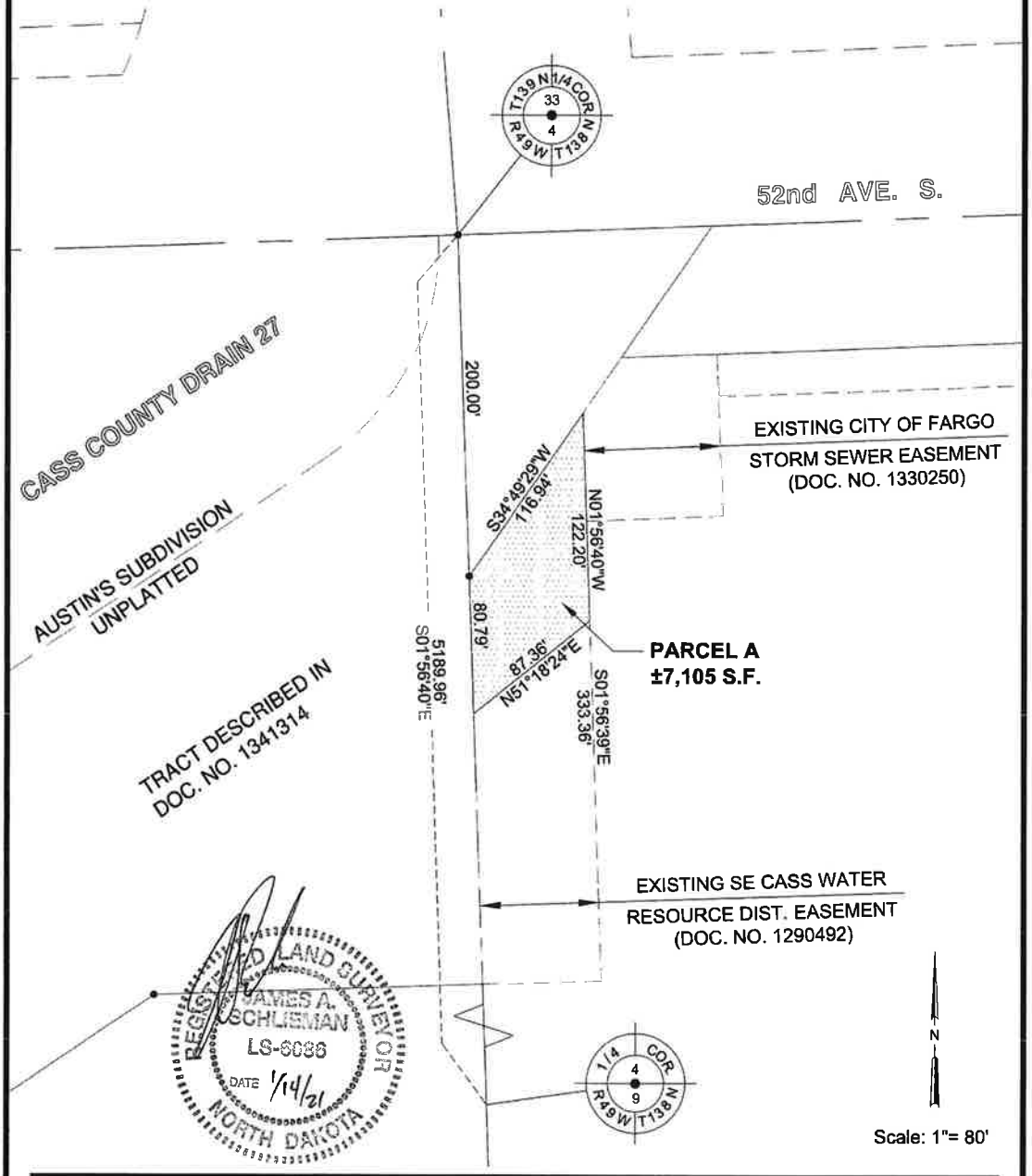
Steve Sprague, City Auditor

The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
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

Exhibit "A"

PARCEL A
PART OF NE 1/4, SECTION 4-138-49
CASS COUNTY
STATE OF NORTH DAKOTA OWNER: FRED M. HECTOR JR REVOCABLE TRUST ETAL



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

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

HOUSTON ENGINEERING INC.

EXHIBIT

PROJECT NO. 6059-0168	SW REGIONAL POND PROJECT CASS COUNTY, ND	SHEET 1 OF 2

1-14-21

H:\JBN\6000\6059\6059_0168 SW Pond Planning\CAD\Easements\6059-168 Hector Parcel Exhibit.dwg-Sheet 1-1/14/2021 3:54 PM-(mlove)

Exhibit "A"

PARCEL A
PART OF NE 1/4, SECTION 4-138-49
CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: FRED M. HECTOR JR REVOCABLE TRUST ETAL

Description (Parcel A):

That part of the Northeast Quarter of Section 4, Township 138, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 01°56'40" East, along the westerly line of said Northeast Quarter for a distance of 200.00 feet to the true point of beginning; thence continue South 01°56'40" East, along the westerly line of said Northeast Quarter, for a distance of 80.79 feet; thence North 51°18'24" East for a distance of 87.36 feet to the easterly line of an easement described in Document No. 1290492, on file at the Cass County Recorder's Office; thence North 01°56'40" West, along the easterly line of said easement, for a distance of 122.20 feet to the most northerly corner of said easement; thence South 34°49'29" West, along the northwesterly line of said easement, for a distance of 116.94 feet to the true point of beginning.

Said tract contains 7,105 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6026
DATE 1/14/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EXHIBIT

PROJECT NO. 6059-0168	SW REGIONAL POND PROJECT CASS COUNTY, ND	SHEET 2 OF 2

1-14-21

H:\JBN\6000\6059\6059_0168 SW Pond Planning\CAD\Easements\6059-168 Hector Parcel Exhibit.dwg-Sheet 2-1/14/2021 4:07 PM-(mlove)

THE CITY OF Fargo
FAR MORE

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

3A-1

May 12, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-21-B1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 12, 2021, for New Paving and Utility Construction, Improvement District No. BN-21-B1, located at Madelyn's Meadows Fourth Addition.

The bids were as follows:

Dirt Dynamics	$ 2,799,768.66
Northern Improvement Co.	$ 2,844,826.90
Border States Paving, Inc.	$ 2,919,121.01
Sellin Brothers, Inc.	$ 3,016,100.80
Key Contracting, Inc.	$ 3,099,105.08
KPH, Inc.	$ 3,130,652.30
Dakota Underground Co.	$ 3,141,249.50
Master Construction	$ 3,319,120.77
Engineer's Estimate	$ 3,125,260.40

The special assessment escrow is not required.

This office recommends award of the contract to Dirt Dynamics in the amount of $2,799,768.66 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-B1

New Paving and Utility Construction

Madelyn's Meadows Fourth Addition

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:

New Paving and Utility Construction Improvement District # BN-21-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Miscellaneous					
1	Mulching Type 2 - Straw	SY	110,100.00	0.15	16,515.00
2	Seeding Type C	SY	110,100.00	0.26	28,626.00
3	Inlet Protection - Existing Inlet	EA	15.00	165.00	2,475.00
4	Inlet Protection - New Inlet	EA	46.00	275.00	12,650.00
5	Temp Construction Entrance	EA	2.00	1,500.00	3,000.00
6	Stormwater Management	LS	1.00	2,000.00	2,000.00
7	Sediment Control Log 6" to 8" Dia	LF	40.00	4.34	173.60
8	Traffic Control - Type 1	LS	1.00	2,596.00	2,596.00
				Miscellaneous Total	68,035.60
Sanitary Sewer					
9	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	630.00	29.00	18,270.00
10	F&I Manhole 4' Dia Reinf Conc	EA	19.00	4,400.00	83,600.00
11	F&I Manhole 6' Dia Reinf Conc	EA	1.00	20,519.00	20,519.00
12	F&I Manhole w/Int Drop 6' Dia Reinf Conc	EA	1.00	22,069.00	22,069.00
13	Connect Pipe to Exist Pipe	EA	6.00	840.00	5,040.00
14	F&I Force Main 3" Dia	LF	52.00	22.00	1,144.00
15	F&I Pipe SDR 26 - 6" Dia PVC	LF	5,585.00	23.00	128,455.00
16	F&I Pipe SDR 26 - 8" Dia PVC	LF	1,810.00	34.00	61,540.00
17	F&I Pipe SDR 35 - 10" Dia PVC	LF	2,700.00	38.00	102,600.00
18	F&I Pipe SDR 26 - 12" Dia PVC	LF	196.00	72.00	14,112.00
19	F&I Pipe SDR 26 - 30" Dia PVC	LF	630.00	232.00	146,160.00
20	Plug Pipe 4" Dia	EA	2.00	440.00	880.00
21	Connect Sewer Service	EA	115.00	400.00	46,000.00
22	F&I Pipe 15" Dia Polypropylene	LF	60.00	27.00	1,620.00
23	F&I Cleanout 8" Dia PVC	EA	1.00	1,000.00	1,000.00
				Sanitary Sewer Total	653,009.00
Cass Rural Water					
24	F&I Fittings C153 Ductile Iron	LB	1,834.00	5.80	10,637.20
25	F&I Hydrant	EA	10.00	4,500.00	45,000.00
26	Relocate Hydrant	EA	1.00	1,200.00	1,200.00
27	Connect Pipe to Exist Pipe	EA	6.00	1,000.00	6,000.00
28	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	89.00	25.00	2,225.00
29	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	4,661.00	31.00	144,491.00
30	F&I Gate Valve 6" Dia	EA	10.00	1,500.00	15,000.00
31	F&I Gate Valve 8" Dia	EA	14.00	2,000.00	28,000.00

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-B1

New Paving and Utility Construction

32	F&I Pipe 1" Dia Water Service	LF	4,914.00	14.00	68,796.00
33	F&I CS & Box 1" Dia	EA	115.00	500.00	57,500.00
34	Connect Water Service	EA	115.00	325.00	37,375.00
				Cass Rural Water Total	416,224.20
Storm Sewer					
35	Modify Manhole	EA	1.00	900.00	900.00
36	F&I Manhole 4' Dia Reinf Conc	EA	14.00	3,000.00	42,000.00
37	F&I Manhole 5' Dia Reinf Conc	EA	6.00	4,500.00	27,000.00
38	F&I Manhole 6' Dia Reinf Conc	EA	4.00	6,400.00	25,600.00
39	F&I Saddle Manhole Reinf Conc	EA	1.00	3,100.00	3,100.00
40	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	3,000.00	6,000.00
41	F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	1.00	4,900.00	4,900.00
42	F&I Inlet - Single Box (SBI) Reinf Conc	EA	22.00	2,600.00	57,200.00
43	F&I Inlet - Round (RDI) Reinf Conc	EA	21.00	1,450.00	30,450.00
44	Connect Pipe to Exist Structure	EA	7.00	600.00	4,200.00
45	Connect Pipe to Exist Pipe	EA	5.00	450.00	2,250.00
46	F&I Pipe 12" Dia	LF	2,519.00	27.00	68,013.00
47	F&I Pipe 15" Dia	LF	1,658.00	38.00	63,004.00
48	F&I Pipe 18" Dia	LF	1,203.00	41.00	49,323.00
49	F&I Pipe 24" Dia	LF	245.00	54.00	13,230.00
50	F&I Pipe 24" Dia Polypropylene	LF	66.00	56.00	3,696.00
51	F&I Pipe 27" Dia	LF	630.00	68.00	42,840.00
52	F&I Pipe 30" Dia	LF	498.00	79.00	39,342.00
53	F&I Pipe w/GB 15" Dia Reinf Conc	LF	357.00	59.00	21,063.00
54	F&I Pipe w/GB 18" Dia Reinf Conc	LF	152.00	64.00	9,728.00
55	F&I Pipe w/GB 24" Dia Reinf Conc	LF	29.00	73.00	2,117.00
56	F&I Pipe w/GB 30" Dia Reinf Conc	LF	136.00	93.00	12,648.00
57	Remove Pipe All Sizes All Types	LF	174.00	8.00	1,392.00
58	Rem & Repl Pavement 8" Thick Asph	SY	70.00	75.00	5,250.00
				Storm Sewer Total	535,246.00
Paving					
59	Topsoil - Strip	CY	18,462.00	2.70	49,847.40
60	Excavation	CY	17,654.00	4.65	82,091.10
61	Subcut	CY	5,292.00	3.00	15,876.00
62	Subgrade Preparation	SY	15,876.00	1.50	23,814.00
63	F&I Woven Geotextile	SY	15,876.00	1.20	19,051.20
64	F&I Class 5 Agg - 8" Thick	SY	15,876.00	9.15	145,265.40
65	F&I Edge Drain 4" Dia PVC	LF	8,860.00	7.00	62,020.00
66	Remove Curb & Gutter	LF	150.00	8.00	1,200.00
67	F&I Curb & Gutter Mountable (Type I)	LF	8,860.00	18.15	160,809.00
68	F&I Sidewalk 4" Thick Reinf Conc	SY	810.00	56.10	45,441.00
69	F&I Sidewalk 6" Thick Reinf Conc	SY	70.00	71.50	5,005.00
70	F&I Shared Use Path 5" Thick Reinf Conc	SY	155.00	75.90	11,764.50
71	F&I Shared Use Path 6" Thick Reinf Conc	SY	48.00	71.50	3,432.00
72	F&I Det Warn Panels Cast Iron	SF	224.00	42.35	9,486.40

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-B1

New Paving and Utility Construction

73	Remove Sidewalk All Thicknesses All Types	SY	212.00	9.00	1,908.00
74	Remove Pavement 8" Thick Asph	SY	90.00	9.00	810.00
75	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	4,669.00	66.00	308,154.00
76	Casting to Grade - Blvd	EA	20.00	350.00	7,000.00
77	Casting to Grade - no Conc	EA	44.00	400.00	17,600.00
78	GV Box to Grade - no Conc	EA	12.00	150.00	1,800.00
79	GV Box to Grade - Blvd	EA	11.00	150.00	1,650.00
80	Mulching Type 1 - Hydro	SY	16,416.00	0.40	6,566.40
81	Seeding Type C	SY	16,416.00	0.35	5,745.60
				Paving Total	986,337.00
Signing					
82	F&I Diamond Grade Cubed	SF	54.30	24.00	1,303.20
83	F&I High Intensity Prismatic	SF	47.30	20.00	946.00
84	F&I Sign Assembly	EA	10.00	93.50	935.00
85	F&I Sign Assembly & Anchor	EA	21.00	99.00	2,079.00
86	Relocate Sign Assembly	EA	4.00	220.00	880.00
				Signing Total	6,143.20
Street Lighting					
87	F&I Base 5' Deep Reinf Conc	EA	28.00	544.50	15,246.00
88	F&I Conductor #6 USE Cu	LF	12,882.00	2.31	29,757.42
89	F&I Innerduct 1.5" Dia	LF	4,112.00	5.77	23,726.24
90	F&I Luminaire Type A	EA	28.00	330.00	9,240.00
91	F&I Pull Box	EA	4.00	1,034.00	4,136.00
92	F&I Light Standard Type A	EA	28.00	1,881.00	52,668.00
				Street Lighting Total	134,773.66
				Total Construction in $	**2,799,768.66**

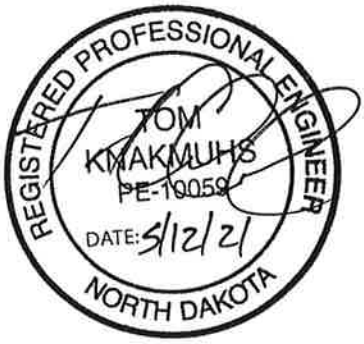
Engineering	10.00 %	279,976.87
Legal & Misc	3.00 %	83,993.06
Contingencies	5.00 %	139,988.43
Administration	4.00 %	111,990.75
Interest	4.00 %	111,990.75
	Total Estimated Costs	**3,527,708.51**
	Cass Rural WUD Funds	524,442.49
	Special Assessments	3,003,266.02
	Unfunded Costs	**0.00**

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

Date: 05/12/2021

Tom Knakmuhs

Assistant City Engineer



THE CITY OF Fargo
FAR MORE

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

34.2

May 12, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PN-21-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 12, 2021, for Asphalt Wear Course, Improvement District No. PN-21-A1, located Citywide.

The bids were as follows:

Northern Improvement Company	$1,192,667.50
FM Asphalt, LLC	$1,214,923.95
Border States Paving, Inc.	$1,228,985.35
Central Specialties Incorporated	$1,309,439.20
Engineer's Estimate	$1,257,448.25

The special assessment escrow is not required.

This office recommends award of the contract to Northern Improvement Company in the amount of $1,192,667.50 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PN-21-A1

Asphalt Wear Course

Citywide

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:

Asphalt Wear Course Improvement District # PN-21-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Section 1					
1	Repair Inlet	EA	2.00	500.00	1,000.00
2	Adjust Curb & Gutter - Mud/Sand Jack	LF	300.00	11.50	3,450.00
3	Rem & Repl Curb & Gutter	LF	300.00	49.70	14,910.00
4	Adjust Driveway - Mud/Sand Jack	SF	400.00	3.15	1,260.00
5	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	85.00	8,500.00
6	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	331.00	68.10	22,541.10
7	Casting to Grade - no Conc	EA	4.00	200.00	800.00
8	GV Box to Grade - no Conc	EA	1.00	250.00	250.00
9	Mill / Grind Asphalt Pvmt Along Curb	LF	1,246.00	1.35	1,682.10
10	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	50.00	1.85	92.50
11	Sodding	SY	100.00	52.50	5,250.00
12	Traffic Control - Minor	LS	1.00	300.00	300.00
				Section 1 Total	60,035.70
Section 2					
13	Repair Inlet	EA	5.00	500.00	2,500.00
14	Adjust Curb & Gutter - Mud/Sand Jack	LF	5,000.00	11.50	57,500.00
15	Rem & Repl Curb & Gutter	LF	2,000.00	49.70	99,400.00
16	Adjust Driveway - Mud/Sand Jack	SF	3,000.00	3.15	9,450.00
17	F&I Sidewalk 4" Thick Reinf Conc	SY	150.00	73.00	10,950.00
18	F&I Sidewalk 6" Thick Reinf Conc	SY	30.00	80.00	2,400.00
19	Remove Sidewalk All Thicknesses All Types	SY	180.00	20.00	3,600.00
20	F&I Det Warn Panels Cast Iron	SF	48.00	50.00	2,400.00
21	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	85.00	8,500.00
22	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	90.00	4,500.00
23	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	8,000.00	62.90	503,200.00
24	Casting to Grade - no Conc	EA	57.00	200.00	11,400.00
25	GV Box to Grade - no Conc	EA	10.00	250.00	2,500.00
26	Mill / Grind Asphalt Pvmt Along Curb	LF	35,001.00	1.35	47,251.35
27	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	3,477.00	1.85	6,432.45
28	Sodding	SY	500.00	52.50	26,250.00
29	Paint Epoxy Line 4" Wide	LF	9,952.00	2.70	26,870.40
30	Paint Epoxy Line 8" Wide	LF	549.00	5.50	3,019.50
31	Paint Epoxy Line 24" Wide	LF	318.00	21.00	6,678.00
32	Paint Epoxy Message	SF	585.00	21.00	12,285.00

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PN-21-A1

Asphalt Wear Course

33	Traffic Control - Type 1	LS	1.00	9,000.00	9,000.00
34	F&I Detection In-Ground Loop	EA	1.00	2,940.00	2,940.00
				Section 2 Total	859,026.70
Section 3					
35	Repair Inlet	EA	2.00	500.00	1,000.00
36	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	11.50	23,000.00
37	Rem & Repl Curb & Gutter	LF	1,500.00	49.70	74,550.00
38	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	3.15	6,300.00
39	F&I Edge Drain 4" Dia PVC	LF	300.00	20.00	6,000.00
40	F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	80.00	1,600.00
41	Remove Sidewalk All Thicknesses All Types	SY	20.00	20.00	400.00
42	F&I Det Warn Panels Cast Iron	SF	8.00	50.00	400.00
43	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	85.00	8,500.00
44	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,831.00	63.15	115,627.65
45	Casting to Grade - no Conc	EA	16.00	200.00	3,200.00
46	GV Box to Grade - no Conc	EA	7.00	250.00	1,750.00
47	Mill / Grind Asphalt Pvmt Along Curb	LF	10,387.00	1.35	14,022.45
48	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	300.00	1.85	555.00
49	Sodding	SY	300.00	52.50	15,750.00
50	Traffic Control - Minor	LS	1.00	950.00	950.00
				Section 3 Total	273,605.10
				Total Construction in $	**1,192,667.50**
			Engineering	10.00 %	119,266.75
			Legal & Misc	3.00 %	35,780.02
			Contingencies	5.00 %	59,633.38
			Administration	4.00 %	47,706.70
			Interest	4.00 %	47,706.70
				Total Estimated Costs	**1,502,761.05**
				Special Assessments	1,502,761.05
				Unfunded Costs	**0.00**

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

Date: 05/12/2021

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 5/12/21
NORTH DAKOTA

THE CITY OF Fargo
FAR MORE

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

34.3

May 12, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-21-G1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 12, 2021, for Asphalt Paving Rehab/Reconstruction, Improvement District No. PR-21-G1, located on County Road 81 and 40th Avenue North.

The bids were as follows:

Border States Paving, Inc.	$ 346,666.15
Northern Improvement Co.	$ 452,593.00
Central Specialties, Inc.	$ 456,090.40
Engineer's Estimate	$ 549,127.80

The special assessment escrow is not required.

This office recommends award of the contract to Border States Paving, Inc. in the amount of $346,666.15 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PR-21-G1

Asphalt Paving Rehab/Reconstruction

County Road 81 and 40th Ave N

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:

Asphalt Paving Rehab/Reconstruction Improvement District # PR-21-G1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Storm Sewer					
1	Connect Pipe to Exist Pipe	EA	3.00	513.00	1,539.00
2	F&I Pipe w/GB 30" Dia Reinf Conc	LF	62.00	138.00	8,556.00
3	F&I Flared End Section 30" Dia Reinf Conc	EA	1.00	3,160.00	3,160.00
4	F&I Pipe w/GB 30" Dia Corr Steel	LF	24.50	191.00	4,679.50
5	F&I Flared End Section 30" Dia Corr Steel	EA	1.00	2,060.00	2,060.00
				Storm Sewer Total	19,994.50
Paving					
6	Topsoil - Strip & Spread	LS	1.00	18,700.00	18,700.00
7	Excavation	CY	450.00	4.35	1,957.50
8	Ditch Grading	LF	1,500.00	4.15	6,225.00
9	Fill - Import	CY	5,000.00	9.95	49,750.00
10	Remove Pavement 9" Thick All Types	SY	800.00	5.50	4,400.00
11	Subgrade Preparation	SY	1,235.00	2.70	3,334.50
12	F&I Woven Geotextile	SY	1,235.00	2.65	3,272.75
13	F&I Crushed Conc - 12" Thick	SY	1,235.00	12.40	15,314.00
14	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	620.00	80.00	49,600.00
15	F&I Seal Aggregate B	SY	22,750.00	1.05	23,887.50
16	F&I Seal Oil	GAL	8,190.00	2.15	17,608.50
				Paving Total	194,049.75
Erosion Control					
17	Stormwater Management	LS	1.00	6,250.00	6,250.00
18	Sediment Control Log 6" to 8" Dia	LF	400.00	2.10	840.00
19	F&I Erosion Control Blanket Type 2	SY	300.00	2.65	795.00
20	Seeding Type A	SY	6,100.00	0.32	1,952.00
21	Mulching Type 1 - Hydro	SY	6,100.00	0.42	2,562.00
				Erosion Control Total	12,399.00
Pavement Marking					
22	Paint Epoxy Line 4" Wide	LF	9,630.00	2.75	26,482.50
23	Paint Epoxy Line 8" Wide	LF	2,798.00	5.25	14,689.50
24	Paint Epoxy Message	SF	424.00	21.00	8,904.00
25	Paint Epoxy Line 6" Wide	LF	9,020.00	4.00	36,080.00
26	Paint Epoxy Line 16" Wide	LF	30.00	15.80	474.00
				Pavement Marking Total	86,630.00

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PR-21-G1

Asphalt Paving Rehab/Reconstruction

Signing					
27	F&I Diamond Grade Cubed	SF	9.00	18.90	170.10
28	F&I Sign Assembly & Anchor	EA	1.00	78.80	78.80
				Signing Total	248.90
Miscellaneous					
29	Mobilization	LS	1.00	13,500.00	13,500.00
30	Traffic Control - Type 1	LS	1.00	2,790.00	2,790.00
31	Flagging	MHR	300.00	42.50	12,750.00
32	F&I Watertight Manhole Seals	EA	2.00	805.00	1,610.00
33	GV Box to Grade - no Conc	EA	2.00	542.00	1,084.00
34	F&I Hydrant Ext. 6" High	EA	2.00	805.00	1,610.00
				Miscellaneous Total	33,344.00
				Total Construction in $	**346,666.15**

Engineering	10.00 %	34,666.62
Legal & Misc	3.00 %	10,399.98
Contingencies	5.00 %	17,333.31
Administration	4.00 %	13,866.65
Interest	4.00 %	13,866.65
Total Estimated Costs		**436,799.35**
Special Assessments		366,587.17
Sales Tax Funds - Infrastructure - 420		70,212.25
Unfunded Costs		**-0.07**

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

Date: 05/12/2021

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 5/12/21
NORTH DAKOTA

COVER SHEET
CITY OF FARGO PROJECTS

35-1

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:

Concrete Paving Rehab/Reconstruction

Improvement District No. PR-21-F

Call For Bids	May 17	, 2021
Advertise Dates	May 26 & June 2	, 2021
Bid Opening Date	June 23	, 2021
Substantial Completion Date	June 15	, 2022
Final Completion Date	July 15	, 2022

N/A PWPEC Report (Attach Copy) **Part of 2021 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) 298-6939

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-21-F

Nature & Scope

This project is for completing concrete pavement repairs and incidentals on 13th Avenue South from 21st Street South to 28th 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 $1,509,850. The project will be funded by a combination of Street Sales Tax Funds, State Funds (Prairie Dog), and Special Assessments to the benefitting properties. Assessments will be applied per City policy. The project's cost breakdown is as follows:

Estimated Construction Costs	$	1,509,850.00
Plus 10% Engineering Fee:	$	150,985.00
Plus 4% Administration Fee:	$	60,394.00
Plus 3% Legal Fee:	$	45,296.00
Plus 4% Interest Fee:	$	60,394.00
Plus 5% Contingency:	$	75,493.00
Total Estimated Cost:	**$**	**1,902,411.00**
Amount Special Assessed:	$	608,658.00
Amount City Funded:	$	72,327.00
Amount State Funded:	$	1,221,426.00

Project Funding Summary			
Street Sales Tax	3.80%	$	72,327.36
State Funds (Prairie Dog)	64.20%	$	1,221,426.00
Special Assessments	31.99%	$	608,657.64
Total Estimated Project Cost		**$**	**1,902,411.00**

We believe this project to be cost effective.

Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

CONCRETE PAVING REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. PR-21-F

LOCATION:

On 13th Avenue South from 21st Avenue South to 28th Street South.

COMPRISING:

Lot 1, Block 1.
All in Acme's Addition.

Lots 1 through 12, Block 1.
Lots 1 through 8, Block 2.
Lots 10 through 13, Block 3.
All in Acme's Second Addition.

Lot 1, Block 1, Border States Industries 1st Addition.

Lots 1 through 8, Block 1.
Lot 2, Block 2.
Lots 1 to 3, and Lot 6, Block 3.
All in Centrac Addition.

Lots 1 through 3, Block 29.
All in Egbert, O'Neil & Haggarts Addition.

Lots 1 through 3, Block 1, Force Addition.

Lots 1 through 9, Block 1.
All in Green Acres Addition.

Lots 1 through 9, Block 4.
Lots 1 through 9, Block 5.
All in Harold A Johnson 2nd Addition.

Lots 17, 18, 19 and 20, Block 3.
All in Hilleboe 1st Addition.

Lots 1 through 20, Block 11.
All in Hilleboe Terrace Addition.
Lots 1 through 7, Block 1.
Lots 1 through 8, Block 2.
All in McVets Addition.

Lots 1 through 6, Block 7.
Lots 1 through 6, Block 8.
Lots 1 through 7, Block 9.
Lots 1 through 7, Block 10.
All in Meehans Addition.

Lots 1 through 5, and 7, Block 1.
Lots 6, 7 and 8, Block 2.
All in Pete's Addition.

Lots 1, 19 and 30, Block 1.
Lots 17 through 32, Block 5.
All in Sally Hilleboe Addition.

Lots 1 through 21, Block 1.
Lots 1 through 7, Block 2A.
Lots 1 through 27, Block 2B.
Replat of Lot 14, Block 1, and All of Block 2.
All in South View Villages Addition.

Lots 1 through 4, Block 1, Jeffries Office Park Addition.

Lots 1 and 2, Block 1, SDR Addition.

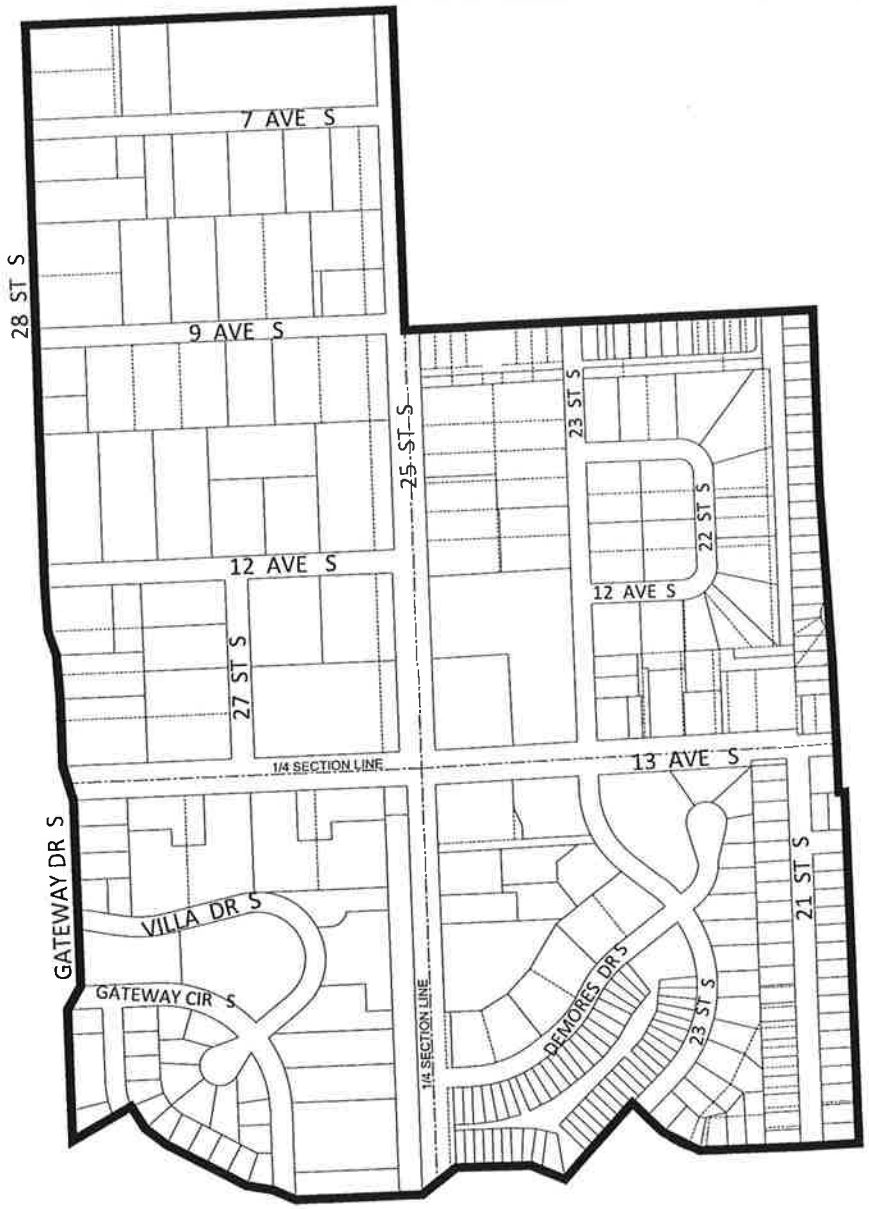
Lot 2, Block 3.
Lots 1 and 2, Block 4.
Lots 1 and 2, Block 5.
Lots 1 and 2, Block 6.
All in S&W Addition.

Lots 1 and 2, Block 1.
Lot 1, Block 2.
All in S&W Second Addition.

Lots 17 through 5, Block 5.
Lots 1 through 20, Block 6.
All in Westgate Village Addition.

Lots 1 through 9, Block A.
Lots 1 and 2, Block B.
Replat of Block 2 & 7, of Westgate Village Addition.

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-21-F

35-2

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 Improvement District as it will appear in the Contract:

Street Lighting & Incidentals

Improvement District No. SL-21-C

Call For Bids	May 17	, 2021
Advertise Dates	May 26 & June 2	, 2021
Bid Opening Date	June 23	, 2021
Substantial Completion Date	October 29	, 2021
Final Completion Date	November 29	, 2021

N/A PWPEC Report (Attach Copy)

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 Dave Helland

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

STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-21-C

Nature and Scope

This project calls for installing a street lighting system on streets and avenues in the following area:

The area between I-29 and the Red River on 40th Avenue North (Cass Hwy 20 N), where there currently are no City of Fargo street lights in place or where the existing street lighting system needs replacement.

Purpose

The project's goal is to increase safety and convenience of the traveling public.

Feasibility

The estimated cost of construction is approximately $555,800.00. The cost breakdown is as follows:

Estimated Construction Cost:	**$ 555,800.00**
Plus Engineering 10%	$ 55,580.00
Plus Administration 4%	$ 22,232.00
Plus Interest 4%	$ 22,232.00
Plus Legal 3%	$ 16,674.00
Plus Contingency 5%	$ 27,790.00
Total Estimated Cost (100% Assessed):	**$ 700,308.00**

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10058
DATE: 5/12/21
NORTH DAKOTA

Tom Knakmuhs, PE
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-21-C

LOCATION:

The area between I-29 and the Red River on 40th Avenue North (Cass Hwy 20 N), where there currently are no City of Fargo street lights in place or where the existing street lighting system needs replacement.

COMPRISING:

Lots 1, and 2 Block 1.
All of Air Industrial Park First Addition.

Lots 1 through 4, Block 1.
All of AMPC Second Addition.

Lot 1, Block 1.
All of Curriers Third Addition.

Lots 1, 2 and 3, Block 1.
All of DDK Addition.

Lot 1, Block 1.
Lot 1, Block 2.
All of Griffeth Subdivision

Lots 1 through 4, Block 1.
All of Hager's First Addition.

Hector International Airport, All those parts of section 22 & 23, 24, 25, & 26, Township 140 North, Range 49 West, Unplatted, lying within the City limits of Fargo, Owned by the Municipal Airport Authority of the City of Fargo, Less a parcel of land in the Northeast ¼ of section 22, Township 140 North, Range 49 West, described as follows: A tract of land 82.5 feet in width lying Westerly of Lot 1, Block 1, Curriers 2 Subdivision of Section 22, Township 140 North, range 49 West, measuring at right angles from Westerly Line of said Lot 1, Block 1, Curriers 2 Subdivision, & bounded on South by Right of way line of highway 81 & bounded on North by Right of Way Line of Cass County highway 20 (The foregoing described property is a rectangular parcel of land 82.5 Feet wide & 7224.9 feet long on its Easterly boundary with said Lot 1, Block 1, Curriers ND Subdivision & slightly longer on its Westerly boundary less parcels 860.0-5000.0 Air Industrial Park 1, 350.0-1209.1 1209.2, 1209.4 & 01-8590-00020-000. *06/28/99 SPL/FR 8590-00100 Land only *8/31/15 SPL/FR 01-8590-00015-000 SPL#2015-073 DOC#1452600 *7/27/17 COMB/FR Lease parcels&01-8590-00022-000 SPL#2017-067 Hector International Airport (Land).
All of Hector International Airport (Land) Addition.

Lot 1, Block 1.
All of North Central Subdivision.

Lot 1, Block 1.
All of Palmers Subdivision.

Lots 1 through 24, Replat of (Block 1).
Lots 1 through 38, Replat of (Block 2).
All of Red River Addition.

Lots 1 through 13, Block 1.
Lots 1 through 6, Block 2.
Lots 1 through 8, Block A. Replat of (Block 3 & 4).
All of Riverwood Second Addition.

Lots 1 through 6, Block 5.
Lots 1 through 16, Block 6.
Lots 1 through 8, Block 7.
All of Riverwood Third Addition.

Lots 1 through 8, Block 1.
Lots 1 through 8, Block 2.
Lots 1 through 8, Block 3.
Lots 1 through 11, Block 4.
All of Riverwood Fourth Addition.

Lots 1 through 4, Block 1.
Lots 1 through 6, Block 2.
Lots 1 through 9, Block 3.
All of Riverwood Fifth Addition.

Lots 1 through 10, Block 1.
Lots 1 through 4, Block 2.
Lots 1 through 6, Block 3.
All of Riverwood Sixth Addition.

Lots 1 through 7, Block 1.
Lots 1 through 4, Block 2.
Lots 1 through 8, Block 3.
All of Riverwood Seventh Addition.

Lots 1 through 4, Block 1.
Lots 1 through 4, Block 2.
Lots 1 through 8, Block 3.
All of Riverwood Eighth Addition.

Lots 1 through 10, Block 1.
Lots 1 through 10, Block 2.
All of Riverwood 1922 First Addition.

Lots 1 and 2 Block 1.
Lots 1 through 7, Block 2.
All of RLN Business Park First Addition.

Lots 1 through 13, Block 1.
All of RLN Business Park Second Addition.

Lots 1 through 13, Block 1.
All of Royal Oaks Second Addition.

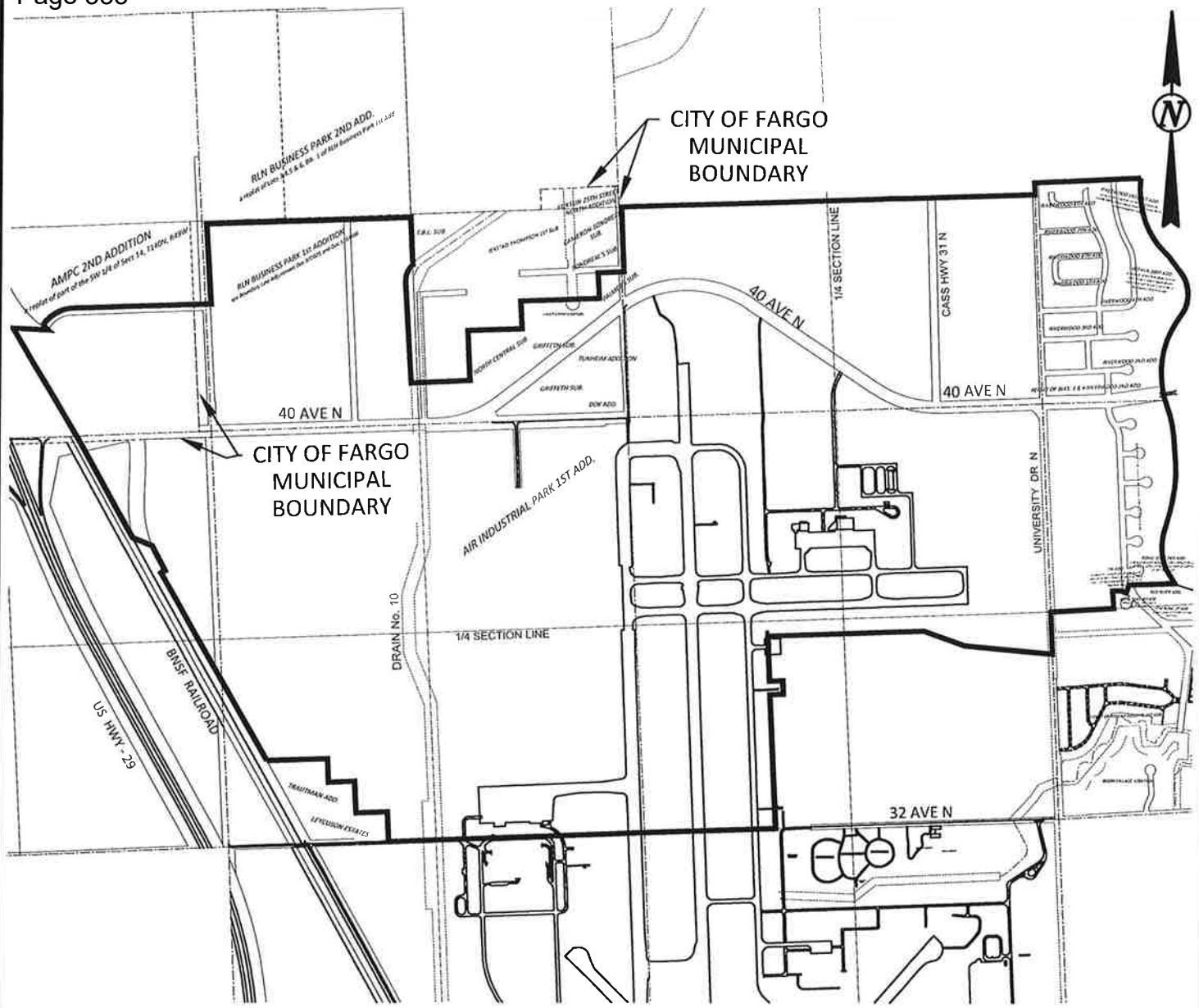
Lot 1, Block 1.
All of Tunheim Addition.

Lots 1 through 4, Block 1.
All of TRI Addition.

Unplatted Northside Annexation.

Lot 1, Block 1.
All of Votava 2007 Addition.

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



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

STREET LIGHTING

IMPROVEMENT DISTRICT NO. SL-21-C